

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

Monday, September 8, 2025

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, September 8, 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
2. Pledge of Allegiance
3. Public Comment
4. Information
 - A. Bond 2023 Overview 6
 - B. Climate, Culture and Student Engagement Survey Data 22
5. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student
 - A. Deliberate potential candidates for appointment to vacant trustee position.
6. Reconvene in Open Session
7. Consider Action on Closed Session Items
8. Review

- A. Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of 41
Fort Bend ISD Board of Trustees meetings
and/or public hearings on the following dates:
- August 4, 2025 Called Meeting and Agenda Review
 - August 18, 2025 Boundary Planning Workshop
 - August 18, 2025 Regular Business Meeting
- B. 2025-26 Fiscal and Budgetary Strategy Review:** Consideration and approval of the 54
District’s Fiscal and Budgetary Strategy.
- C. 2025-26 Investment Strategy:** Consideration and approval of a resolution for the 82
district’s investment strategy and authorization of investment brokers for the District.
- D. 2025-26 Underwriters Review:** Consideration and approval of underwriters to be 102
utilized by the District in connection with future bond debt issued.
- E. Cellular Tower Lease Agreement with PTI US Towers II, LLC:** Consideration 104
and approval for an amendment to the easement and assignment agreement with PTI US
Towers II, LLC for the purposes of expanding the existing cell tower at Baines Middle
School and authorization for the Superintendent to negotiate and execute the agreements.
- F. Cellular Tower Lease Agreements with Branch Communications:** Consideration and approval for a lease agreement with 106
Branch Communications for cell tower
operations at the following campuses: Highlands Elementary and Hightower
High School, and authorization for the Superintendent to negotiate and
execute the agreements.
- G. Cellular Tower Lease Agreements with Diamond Communications:** Consideration and approval for a lease agreement with 108
Diamond Communications for cell tower operations at the following
campuses: Bowie Middle School, Crockett Middle School, First Colony
Middle School, Travis High School, and Walker Station Elementary School,
and
authorization for the Superintendent to negotiate and execute the
agreements.
- H. City of Fort Worth and JP Morgan Chase Bank Interlocal Participation Agreement:** Consideration and approval for an Interlocal 111
Participation Agreement with JP Morgan Chase Bank and the City of Fort
Worth.
- I. Amendments to the District’s Commercial Paper Program with JPMorgan Chase National Bank:** Consideration and approval of an order 113
authorizing and approving a first amendment to the amended and restated
note purchase agreement and revolving credit agreement and the related fee

agreements associated with the District’s commercial paper program; and other matters relating thereto.

J. Adoption of 2025 Ad Valorem Tax Rate: Consideration and approval of a resolution adopting the combined Ad Valorem tax rate of \$1.0569 per \$100 of valuation for the Fort Bend Independent School District for the 2025 tax year. The proposed tax rate includes the Maintenance and Operations (M&O) rate of \$0.7869, which covers the district's operational expenses, and an Interest and Sinking (I&S) rate of \$0.2700, which is designated for the repayment of bonds issued by the district. The adoption of the recommended tax rate ensures that the district can continue to meet its financial obligations while providing necessary services and maintaining its infrastructure.	152
K. 2025 Property Tax Roll Resolution: Consideration and approval of a resolution approving the 2025 property tax roll, based on the certified property values from Fort Bend County Tax Appraisal District.	156
L. 2025 – 2026 T-TESS Appraisers: Consideration and approval of certified campus-based T-TESS Appraisers in administrative positions to serve as teacher appraisers for the 2025-26 school year.	159
M. Revision of Policy EFB (Local): Consideration and approval of proposed revision of local policy EFB (Local).	162
N. Revision of Policy EIF (Local): Consideration and approval of proposed revision of local policy EIF (Local).	174
O. Deletion of Policy CCG (Local) and Addition of Policy CCGA (Local): Consideration and approval of proposed deletion of local policy CCG (Local) and addition of Policy CCGA (Local).	177
P. Deletion of Policy CRB (Local): Consideration and approval of proposed revision of local policy CRB (Local).	186
Q. Revision of Policy DFAA (Local): Consideration and approval of proposed revision of local policy DFAA (Local).	188
R. Revision of Policy DFBA (Local): Consideration and approval of proposed revision of local policy DFBA (Local).	190
S. Deletion of Policy EHBC (Local) and Revision of Policy EHBCA (Local): Consideration and approval of proposed deletion of Policy EHBC (Local), and revision of Policy EHBCA (Local).	192

T. Revision of Policy EHBD (Local): Consideration and approval of proposed revision of Policy EHBD (Local).	195
U. Maximum Class Size Exceptions: Consideration and approval of the Texas Education Agency (TEA) exception for class size in grades PreK-4 for elementary schools that exceed a teacher-to-student ratio of 22 students per classroom teacher (22:1).	198
V. Review of proposed expenses that exceed \$50,000: Specifically for:	
1. Grease, Grit Trap, and Dilution Tank Cleaning and Related Services. (COOP): Consideration and approval for the purchase of grease, grit trap, and dilution tank cleaning and related services from D&H United Fueling Solutions, Inc. and Southwaste Disposal in an amount not to exceed \$350,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through September 2030.	199
2. Turnkey District Wide Glass Replacement Services: Consideration and approval for the purchase of turnkey district wide glass replacement services from multiple vendors in an amount not to exceed \$380,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through September 2030.	202
3. Benefit Services Pertaining to the Affordable Care Act (COOP): Consideration and approval for the purchase of services necessary to administer Fort Bend ISD’s reporting requirements to meet provisions of the Affordable Care Act (ACA) from AH HA Services LLC dba ETC Companies through a cooperative contract with Choice Partners in an amount not to exceed \$750,000, and authorization for the Superintendent to negotiate and execute the agreement through September 2030.	208
4. Districtwide Network Cabling Services (COOP): Consideration and approval for the purchase of network cabling services from multiple vendors through various cooperative contracts in an amount not to exceed \$3,600,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through September 2030.	211
5. IT Staff Augmentation Services (Increase): Consideration and approval to increase the existing cooperative agreements awarded under 24-072AC Staff Augmentation Services (COOP) by \$5,000,000 for a total not to exceed amount of \$7,800,000 to continue purchasing IT Staff Augmentation Services through August 2029.	214

6. Purchase of Assignment, Submission, Evaluation, and Grading Management Software Turnitin (COOP): Consideration and approval for the purchase of assignment, submission, evaluation, and grading management software from Turnitin LLC through a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed \$547,334 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreement through September 2030.

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9. Adjournment

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

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

- Goal 1: Fort Bend ISD will provide rigorous and relevant curriculum and deliver instruction that is responsive to the needs of all students.
- Goal 2: Fort Bend ISD will provide a positive culture and climate that provides a safe and supportive environment for learning and working.
- Goal 3: Fort Bend ISD will recruit, develop, and retain high quality teachers and staff.
- Goal 4: Fort Bend ISD will engage students, parents, staff, and the community through ongoing communication, opportunities for collaboration and innovation, and partnerships that support the learning community.
- Goal 5: Fort Bend ISD will utilize financial, material, and human capital resources to maximize district outcomes and student achievement.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Information: Bond 2023 Overview		
Board Policy: Board Policy CT (Local) Board Policy FC (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Operations Are there related documents to be signed by the Board? NO <input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item. <input checked="" type="checkbox"/> Reviewed by Deputy Superintendent <input checked="" type="checkbox"/> Reviewed by Chief of Staff		

Recommendation

Summary/Background
Staff will provide an update on 2023 Bond program and progress as well as provide information on the Bond financials.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent Operations

Bryan Guinn
Chief Financial Officer



Bond 2023 Update

September 8, 2025



Clements High School

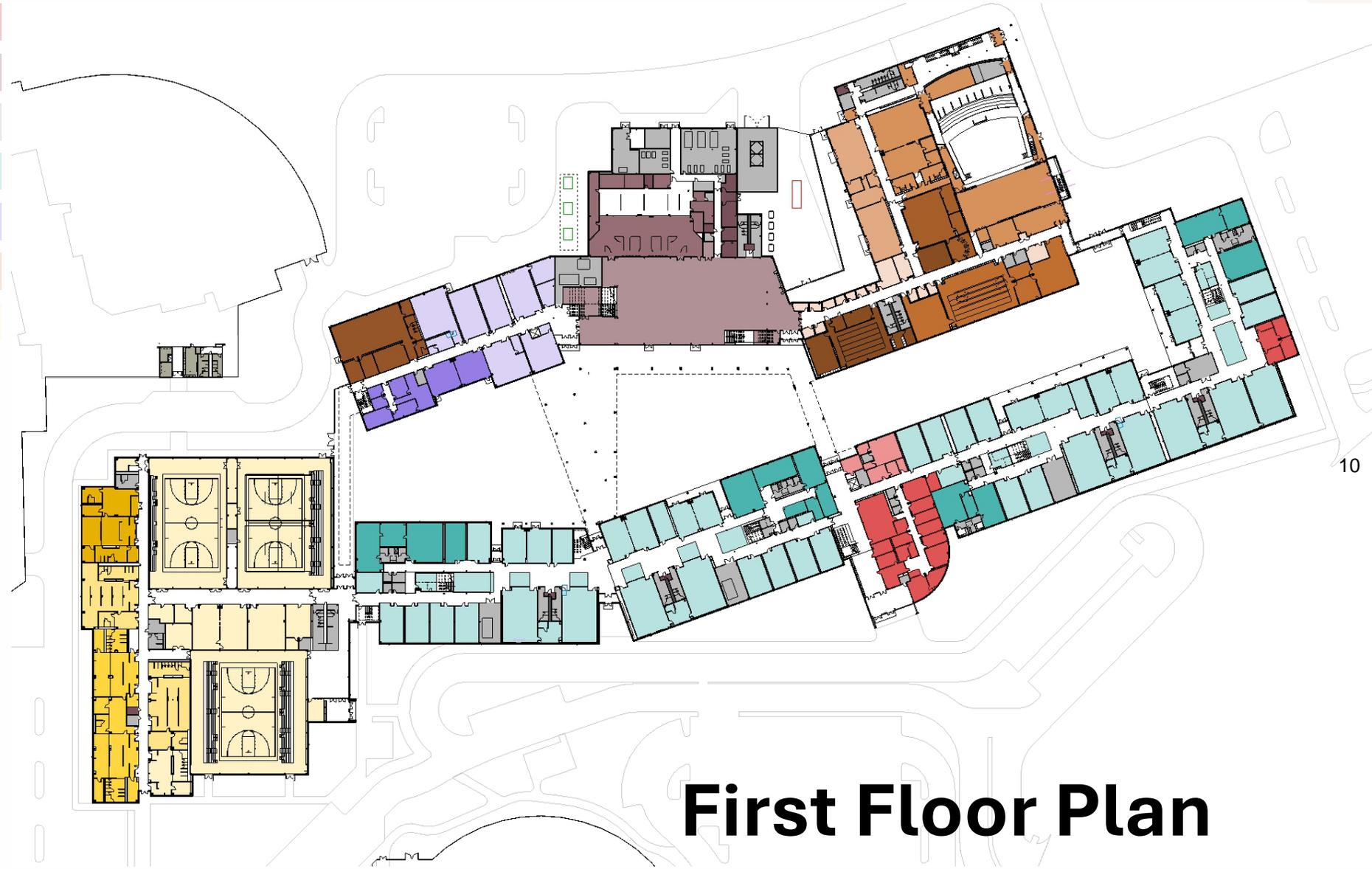


Clements HS Site Plan

- Administration
- Commons
- Media Center / Library
- Academics / Core Learning
- CTE
- Fine Arts
- Athletics



- Administration
- Commons
- Media Center / Library
- Academics / Core Learning
- CTE
- Fine Arts
- Athletics



First Floor Plan

- Administration
- Commons
- Media Center / Library
- Academics / Core Learning
- CTE
- Fine Arts
- Athletics



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Second Floor Plan

Clements HS Interiors



12

DLRGROUP

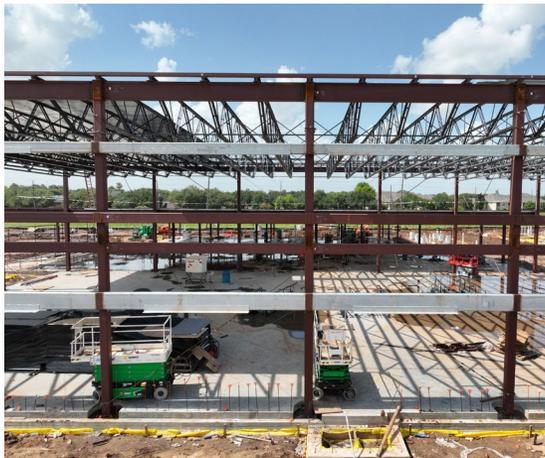
Clements HS Construction Progress



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 DLRGROUP

Clements HS Construction Progress

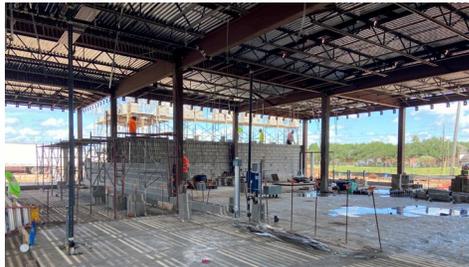


August 2025 Update

 DLRGROUP



Clements HS Construction Progress



August 2025 Update

 DLRGROUP





Finance Update

2023 Bond Expenditures to Date

Major Object	Budget	Encumbered ¹	Expenses ²	Remaining Budget
Contracted Services	\$ 25,312,175	\$ 11,759,159	\$ 5,546,020	\$ 8,006,996
Supplies and Materials	98,653,716	2,566,523	25,802,985	70,284,209
Capital Outlay	1,135,452,420	396,696,580	325,094,307	413,661,533
Total	\$ 1,259,418,311	\$ 411,022,261	\$ 356,443,312	\$ 491,952,738

Note: financial data as of 07/31/2025

¹ Encumbered amount includes requisitions and purchase orders

² Amounts will change as the month is closed

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Available Bond Contingency

Description	Contingency Amount ¹	Proposed Addition ²	Proposed Use ³	Contingency Remaining
Bond 2014	\$ 8,703,126	\$ 448,271	\$ -	\$ 9,151,397
Bond 2018	7,679,366	452,714	-	8,132,080
Bond 2023 Prop A	26,254,027	-	-	26,254,027
Bond 2023 Prop B	554,830	-	-	554,830
Total	\$ 43,191,349	\$ 900,985	\$ -	\$ 44,092,334

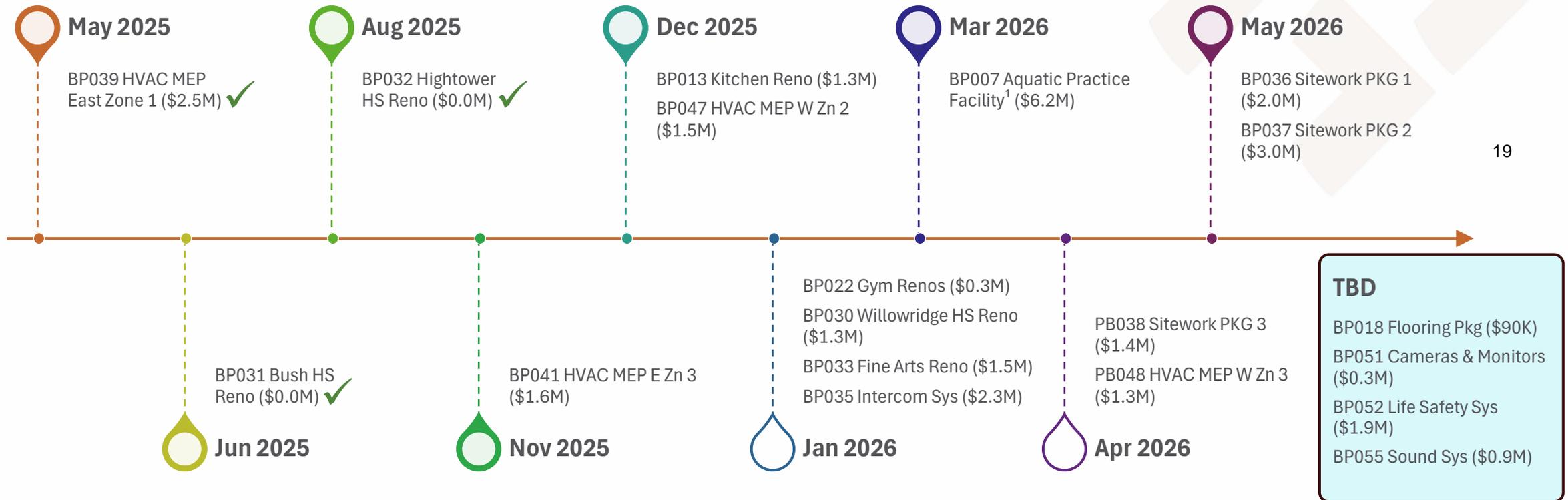
¹ Amount as of 07/31/2025

² Additions: PKG06 Fire Alarm project closeout,

³ Uses: No proposed uses

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Timeline of Anticipated Contingency Requests (\$20.7M)



Anticipated Use of Contingency

Description	Contingency Available	Prop A	Prop C	Contingency Remaining
Bond 2014	\$ 9,151,397	\$ -	\$ (6,200,000)	\$ 2,951,397
Bond 2018	8,132,080	-	-	8,132,080
Bond 2023 Prop A	26,254,027	(20,700,000)	-	5,554,027
Bond 2023 Prop B	554,830	-	-	554,830
Total	\$ 44,092,334	\$ (20,700,000)	\$ (6,200,000)	\$ 17,192,334

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Questions?

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Information: Climate, Culture and Student Engagement Survey Data		
Board Policy: GK LOCAL	District Priority: Priority 2	
Department: Chief Organizational Development		
Are there related documents to be signed by the Board? Choose Item		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation

Summary/Background
Staff will provide an overview of the Climate, Culture, and Student Engagement Survey Data for the 2024-25 school year.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Stephanie Williams
Chief Organizational Development



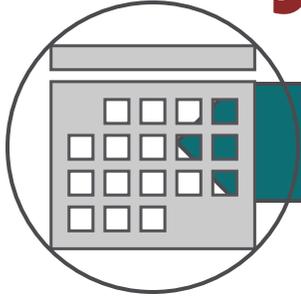
2024 – 25 District Survey

Annual Report

September 8, 2025



Survey Overview



April 28-May 12

Culture and Climate Survey

10,525



PARENTS/GUARDIANS

4,699



DISTRICT & SCHOOL-
BASED STAFF

Student Engagement Survey

10,219



STUDENTS
GRADES 3-5

23,393²⁴



STUDENTS
GRADES 6-12

91%

66%

2024-25 Culture and Climate Survey

Parents

10,525 participants

Net Promoter Scores

School Climate

Campus Staff

3,957 participants

Net Promoter Scores

School Climate

Employee
Engagement

Employee
Satisfaction

District Staff

742 participants

Net Promoter Scores

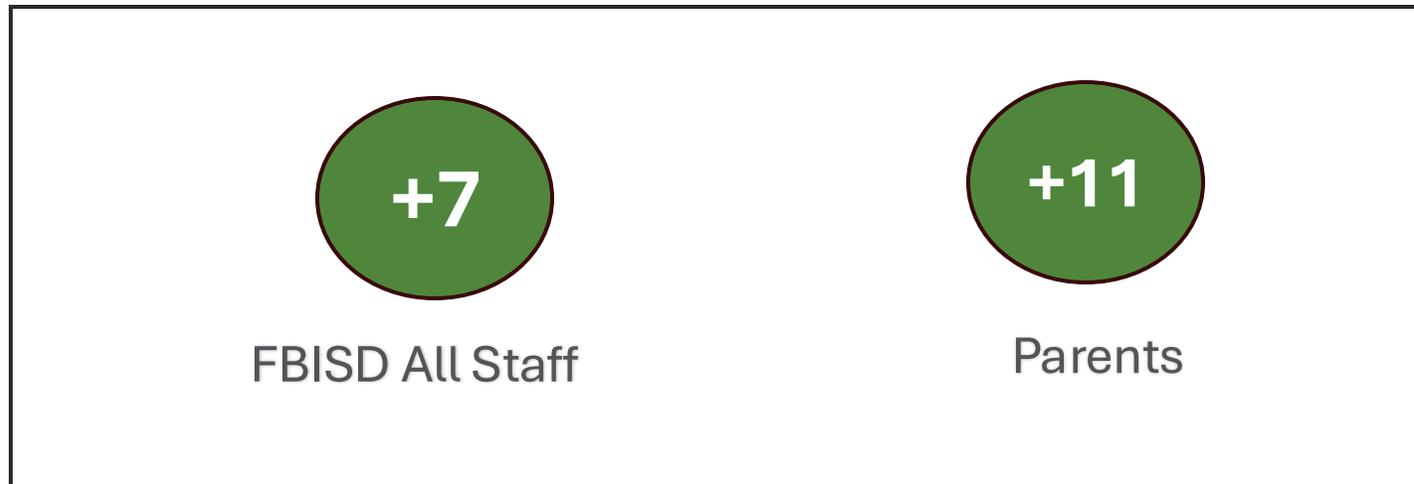
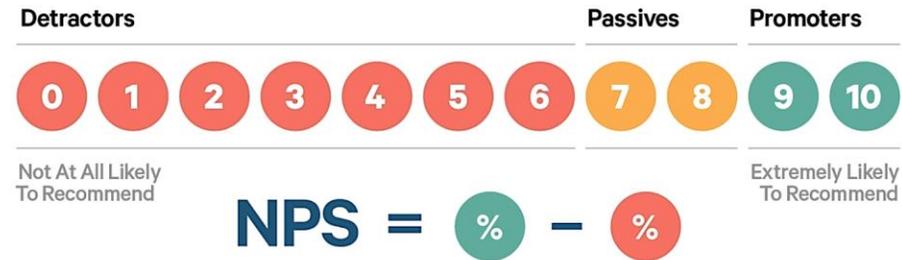
Employee
Engagement

Employee
Satisfaction

25

District Net Promoter Scores

“How likely are you to recommend FBISD to a friend or colleague?”



**Indicates a single question evaluation*

School Climate Dimensions



School Quality*
Rating of Good or Excellent



Academic Support
Agreement with positively worded statements related to Teaching & Learning



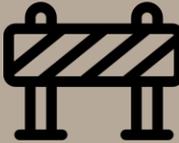
Student Support
Agreement with positively worded statements related to Resources Provided to Students



School Leadership
Agreement with positively worded statements related to Campus Leader Behavior



Family Involvement
Agreement with positively worded statements related to Valuing of Family Input

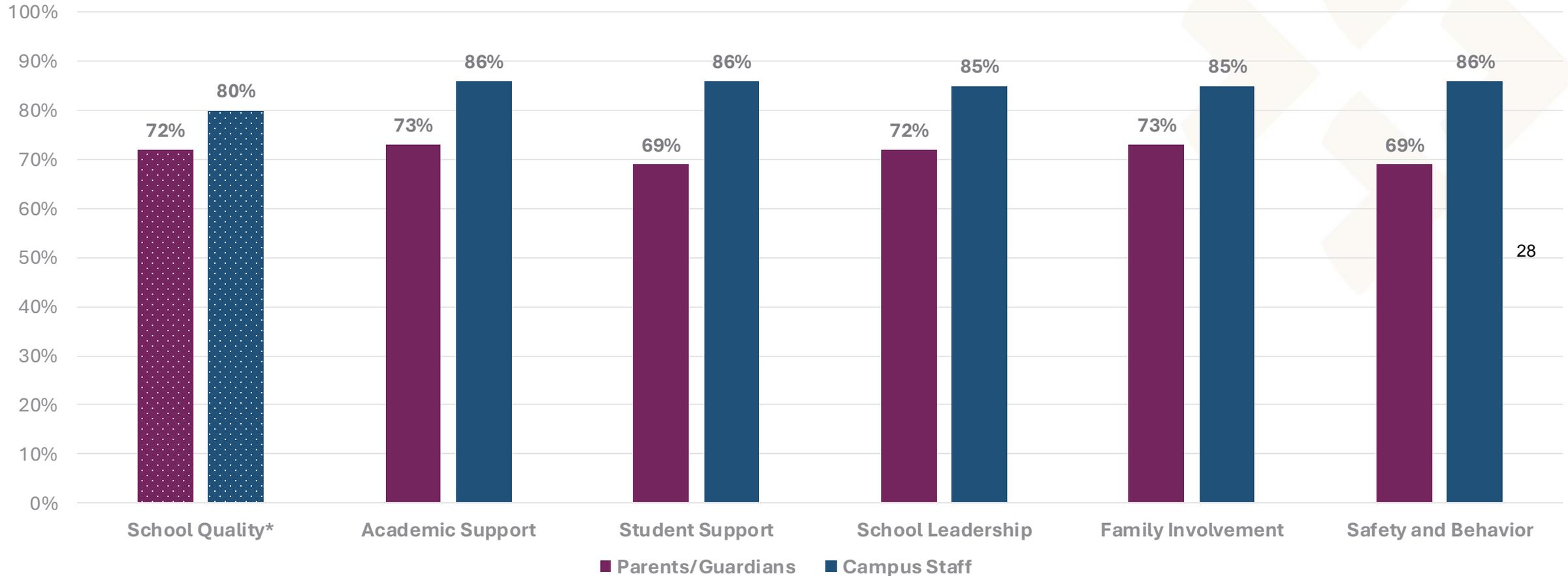


Safety & Behavior
Agreement with positively worded statements related to Safety Awareness & Discipline Practices

School Climate Dimensions

**Indicates a single question evaluation*

2024-25 Parents/Guardians vs Campus Staff



■ Single Question; % Rated as "Good" or "Excellent"

■ Multiple Questions; % "Agree" or "Strongly Agree" to Positively Worded Statements Related to Dimension

School Climate Dimensions Insights

Strengths



Improved Academic Program & Service Ratings from parents (GT, CTE, etc.)



Increase in ALL Dimensions for Campus Staff from the 2023



Academic Support was highest rated dimension by parents & campus staff

Areas to Leverage



Learning Experiences: Access to high-quality teachers who engage students in critical thinking



Communication: Consistent, transparent, timely (student progress, decision making)



Safe Learning Environment: consistent discipline, address overcrowding, and improve facilities

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Employee Engagement Dimensions



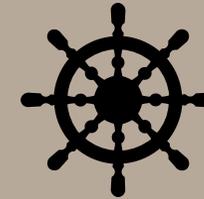
Overall Engagement

Agreement with positively worded statements related to Employee Perceptions



Mission & Vision

Agreement with positively worded statements related to District Vision



District Leadership

Agreement with positively worded statements related to District Leaders Behavior³⁰



Feedback & Recognition

Agreement with positively worded statements related to Supervisor Behavior

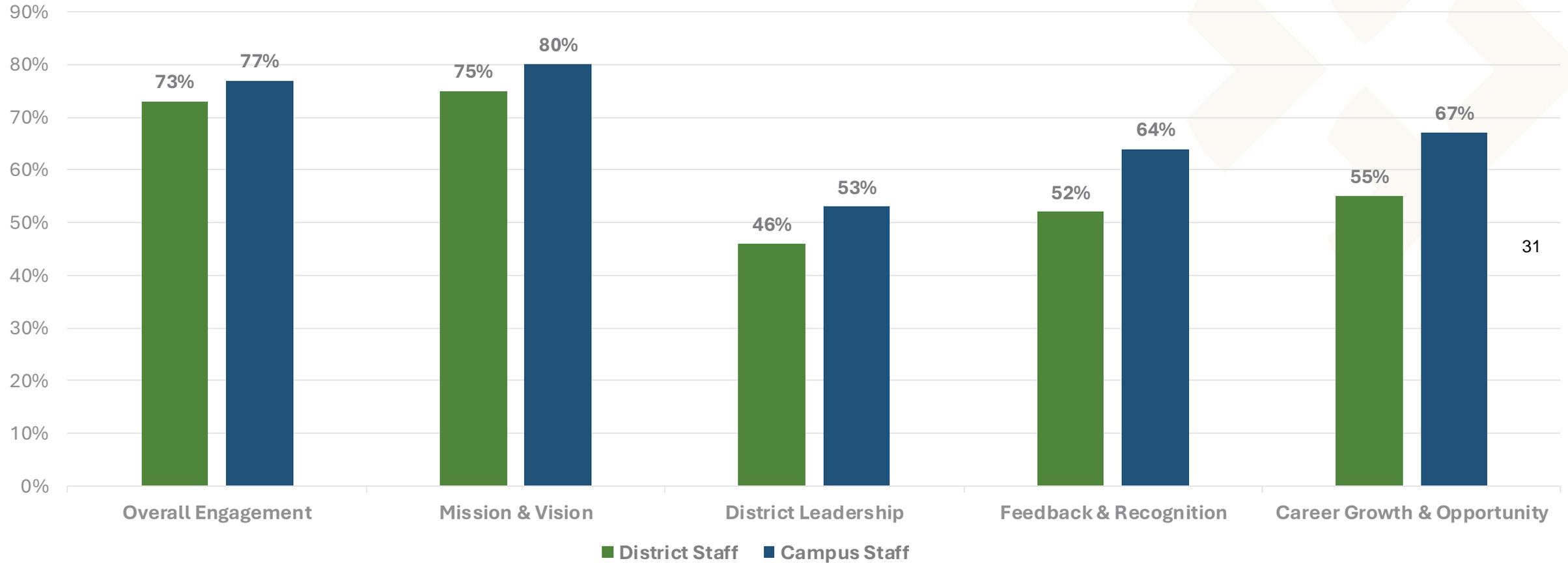


Career Growth & Opportunity

Agreement with positively worded statements related to Development & Promotion

Employee Engagement Dimensions

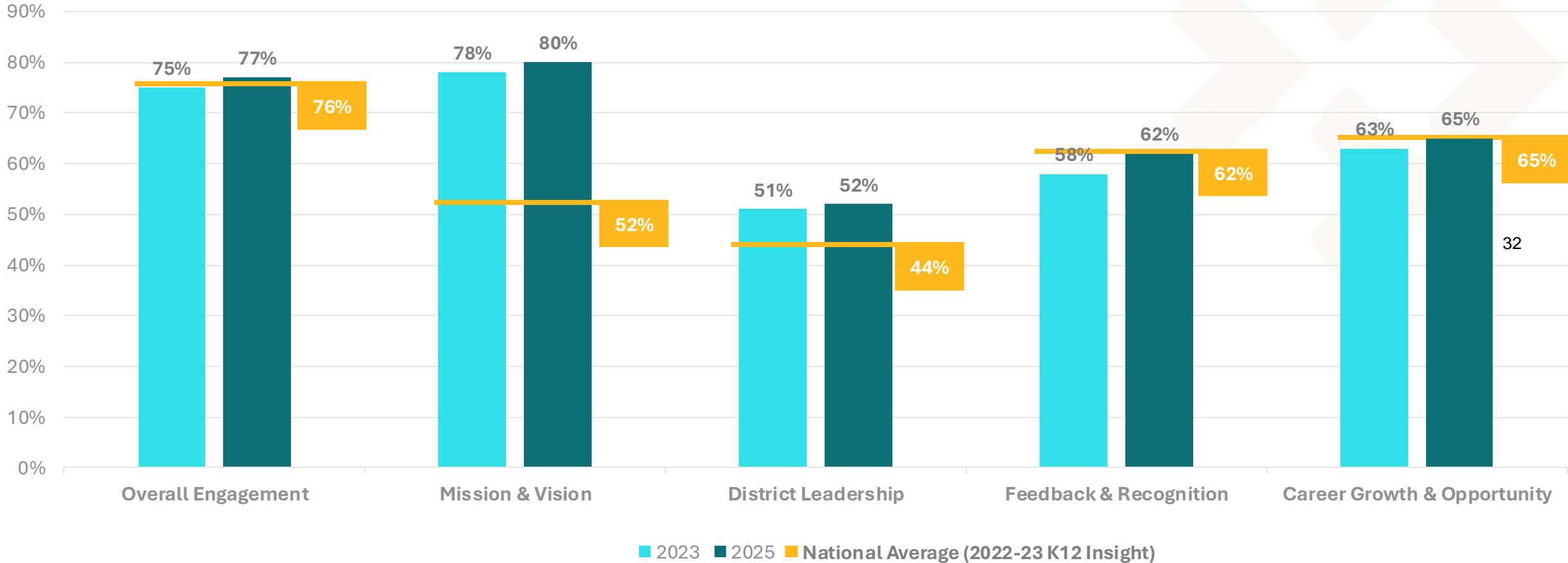
2024-25 District vs Campus Staff Ratings



% "Agree" or "Strongly Agree" to Positively Worded Statements Related to Dimension

Employee Engagement Dimensions, Over Time

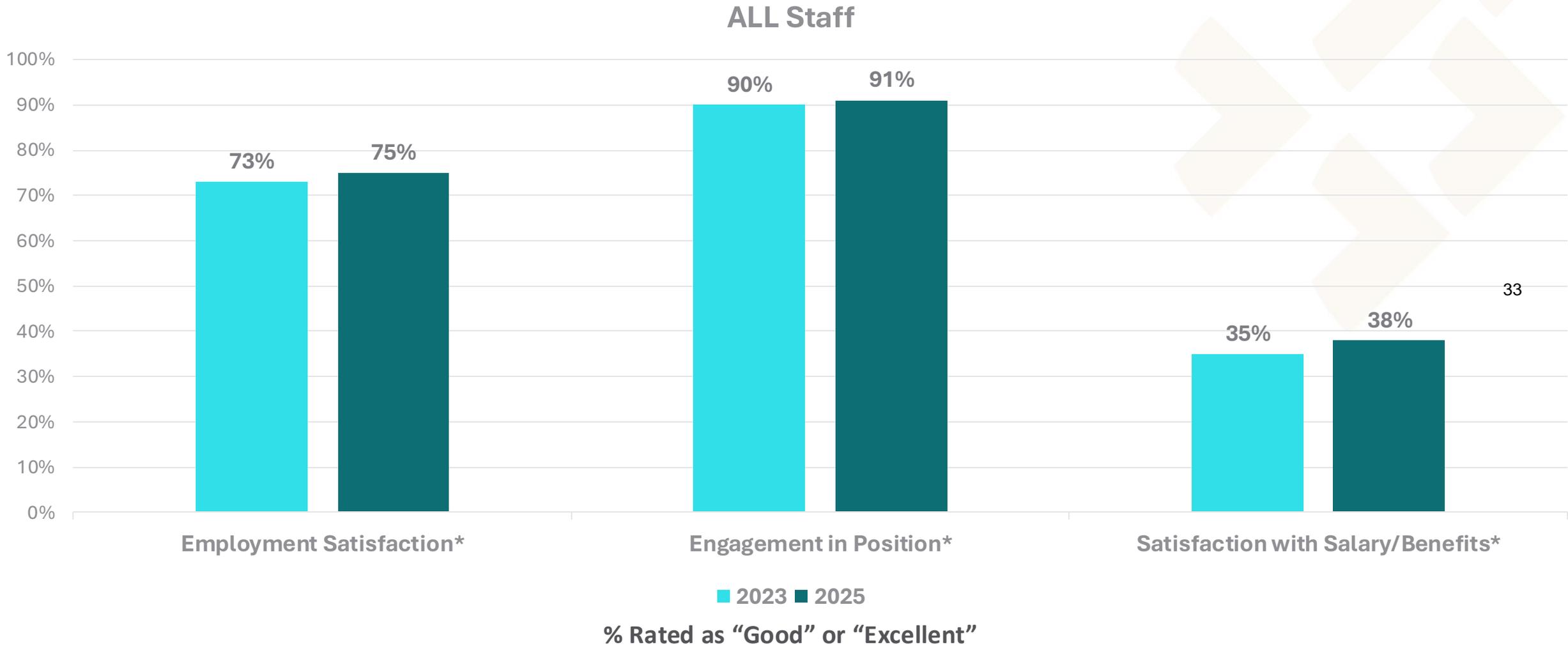
ALL Staff



% "Agree" or "Strongly Agree" to Positively Worded Statements Related to Dimension

Employee Satisfaction, Over Time

**Indicates a single question evaluation*



Employee Engagement Insights



Exceeded National Benchmarks: FBISD met or surpassed the 2023 K12 Insight national averages across all dimensions of employee engagement, reflecting positive staff perceptions related to job satisfaction, workplace culture, and overall connection to the district.



Clarity and Alignment with Mission and Vision: Staff overwhelmingly agree that the district's vision and mission are clear, meaningful, and visible in daily work. They report strong alignment and support for these guiding principles.

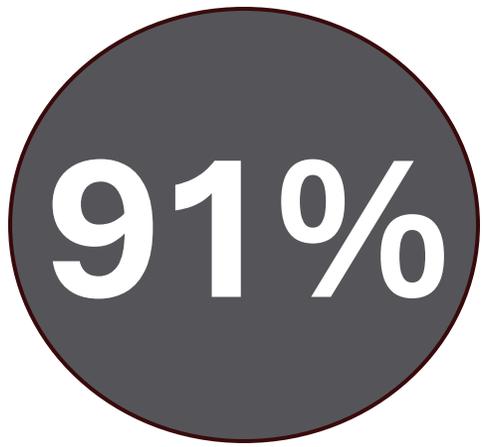
34



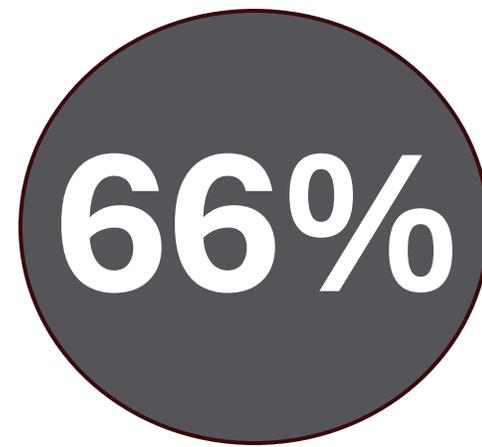
Increased Engagement in Work: Increased staff reportedly feeling highly engaged in their roles and who find their work interesting and meaningful, surpassing the K12 Insight national average.



Student Engagement Survey



**Elementary
Students
Participated**
10,219



**Secondary
Students
Participated**
23,393

Measuring FBISD Student Engagement Through

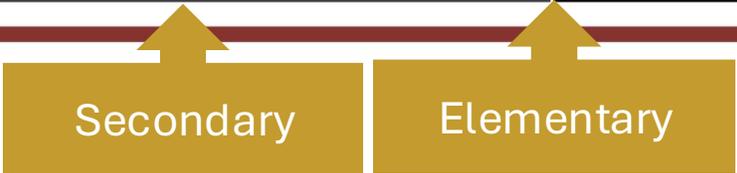
**Behavioral
Engagement**
participation

**Emotional
Engagement**
interactions

**Cognitive
Engagement**
investment

Student Engagement Scale (Mean Score Range)

Very Low 1.0-1.75	Low 1.76-2.50	Moderate 2.51-3.25	High Engagement 3.26-4.0
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Behavioral Engagement



Behavioral Engagement
participation

Elementary
Mean Score **2.58**

Secondary
Mean Score **2.91**

Moderate Engagement



STUDENTS
GRADES 3-5

- 85 – 88% students report being prepared for learning
- Participation in schoolwork/activities outside of school increases as students advance in grade level

37



STUDENTS
GRADES 6-12

- Parents (88%), Friends (86%) remain the largest **attendance** motivator
- Teachers (51%) increased as motivation for **attending** school (HS)
- All areas of developing skills to work with others increased (5-7%) across three years

Emotional Engagement



**Emotional
Engagement**
interactions

**Elementary
Mean
Score** **3.24**

**Secondary
Mean
Score** **2.94**

Moderate Engagement



STUDENTS
GRADES 3-5

- Indicators align to evidence positive relationships and support with staff and peers. (>80%)
- All indicators evidence strong family support for learning. (>93%)
- Students continue to report feeling safe at school (85%)

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STUDENTS
GRADES 6-12

- Secondary students remain highly motivated to learn by their desire to get good grades (91%) and to succeed in the outside world (91%)
- Students reported gains in feelings of safety (+9% from 2023), fairness of rules, discipline, and feeling they are part of the school community.
- More students report at least ONE adult knows them well (78%) with the highest level of support being attributed to teachers (85%).

Cognitive Engagement



**Cognitive
Engagement**
investment

**Elementary
Mean
Score**

3.56

High Engagement

**Secondary
Mean
Score**

3.01

Moderate Engagement



STUDENTS
GRADES 3-5

- All questions in the areas of cognitive engagement (above 90%)
- Students continue to have a strong sense of intrinsic motivation for learning
- Using movement and mindfulness within learning has increased (5-12%)

39



STUDENTS
GRADES 6-12

- Cognitive and Personal Skill Development indicators are trending up (4 – 9%)
- Students have more confidence in their work and report putting it more effort, although not all courses challenge them to their full potential.
- Indicators tied to Future Goals & Aspirations are trending up, 88% of students report aspirations for work and 93% for college.

Student Engagement Survey Summary

Elementary

*Elementary Engagement was **moderate to high** across all Dimensions.*

Secondary

*All Engagement Dimensions Behavior, Emotional, Cognitive **improved for Secondary Students***

Areas to Leverage

- **Partnerships:** Activate families to support learning
- **Relationships:** Continue to facilitate positive peer relationships
- **Learning Experiences:** Promote critical thinking & connect learning to real life

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Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Board of Trustees Meeting Minutes		
Board Policy: BE (Local)	District Priority: Priority 2	
Department: Legal		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates: <ul style="list-style-type: none">• August 4, 2025 Called Meeting and Agenda Review• August 18, 2025 Boundary Planning Workshop• August 18, 2025 Regular Business Meeting

Summary/Background
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:

Derrick Ward
General Counsel

Minutes
Fort Bend ISD Board of Trustees
Called Meeting and Agenda Review
August 4, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, August 4, 2025 beginning at 6:01 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: [Aug 04, 2025 Called Meeting & Agenda Review - Fort Bend County ISD, TX](#)

The agenda packet for the meeting can be found here:
<https://meetings.boardbook.org/Public/Agenda/649?meeting=698186>

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

Board Members Present

Mrs. Angie Hanan, Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Mrs. Afshi Charania
Mrs. Angie Wierzbicki (Virtual)

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, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
Dr. Andria Schur, Chief of Schools
Anthony Sanders, Chief of Police

Kim Schaub, Recording Secretary

Others Present

Derrick Ward, General Counsel
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1. Meeting Called to Order

President Tassin called the meeting to order at 6:01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Pledge of Allegiance

President Tassin asked everyone to stand for the Pledge of Allegiance, led by President Tassin followed by a moment of silence.

3. Oath of Office of New Police Chief

The Oath of Office was administered to new Police Chief Anthony Sanders.

4. Information

- A. Bond 2023 Overview
- B. Disaster Procurement Update – Hurricane Beryl

5. Public Comment

There were no public speakers for this meeting.

6. Closed Session

The Board convened in closed session at 6:27 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 6:48 p.m.

8. Consider Action on Closed Session Items

9. Review

- A. 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:
 - July 21, 2025 Special Called Meeting
 - July 21, 2025 Called Meeting and Agenda Review
 - July 28, 2025 Regular Business Meeting
- B. Agreement for Purchase of Attendance Credit (Option 3 Agreement) for 2025-26:
Consideration and action to approve an Agreement for the Purchase of Attendance

Credit (Option 3 Agreement) and to delegate contractual authority to the Superintendent. For the 2025-2026 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit, the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding) or the Agreement for Purchase of Attendance Credit and Netting Chapter 48 Funding.

- C. Original Equipment Manufacturer (OEM) Kitchen Equipment Parts, Preventative Maintenance, Repairs, and Related Items (Supplemental): Consideration and approval for the purchase of OEM kitchen equipment parts, preventative maintenance, repairs, and related items and authorization for the Superintendent to negotiate and execute the agreements through February 2030.
- D. Storm Sewer: Sanitary Sewer; Force Main; and Water Line Easements with Sienna MUD No. 7 for property on Sienna Lakes Drive: Consideration and approval of Storm Sewer; Sanitary Sewer; Force Main; and Water Line Easement Agreements with Sienna Municipal Utility District No. 7 at property owned by FBISD on Sienna Lakes Drive, and authorization for the FBISD Board President and/or designee to negotiate and execute this easement.
- E. CHS-THS GAPP International Travel: Consideration and approval of international travel during the summer of 2026 by Clements High School and Travis High School students. Students can participate in the 2026 German - American Partnership Program (GAPP) in Germany.
- F. Deletion of Policy DI (Local): Consideration and approval of proposed deletion of local policy (DI Local).
- G. Revision of Policy FD (Local) and FM (Local): Consideration and approval of proposed revision of local policy (FD Local) and (FM Local).
- H. Revision of Policy FMF (Local): Consideration and approval of proposed revision of local policy (FMF Local).
- I. Revision of Policy FNCE (Local): Consideration and approval of proposed revision of local policy FNCE (Local).
- J. Review of proposed expenses that exceed \$50,000: Specifically for:
 - 1. Construction Services for Hightower High School Renovations (BP032): Consideration and approval of a Construction Services Agreement with Bartlett Cocke General Contractors for Hightower High School Renovations Project (BP032) for a not-to-exceed amount of \$11,750,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.
 - 2. District Support Consulting Services (Supplemental): Consideration and approval for

the purchase of district support consulting services from STAR Autism Support Inc. and authorization for the Superintendent to negotiate and execute the agreement through July 2027.

3. 25-043MG Industry-Based Certification and Licenses for Career and Technical Education (CTE): Consideration and approval for the purchase of industry-based certifications and licenses for Career and Technical Education (CTE) from multiple vendors in an amount not to exceed \$3,000,000 over five years and authorization for the Superintendent to negotiate and execute the agreements through August 2030.

10. Adjournment

Having no further business before the Board, **MOTION** was made by Mrs. Hanan to adjourn the meeting at 7:26 p.m.

Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Fort Bend ISD Board of Trustees
Special Called Meeting – Boundary Planning Workshop
August 18, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, August 18, 2025 beginning at 5:04 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/352819>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=702360>

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

Board Members Present

Mrs. Angie Hanan, Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Mrs. Afshi Charania
Mrs. Angie Wierzbicki

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, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
Dr. Andria Schur, Chief of Schools
Anthony Sanders, Chief of Polic

Kim Schaub, Recording Secretary

Others Present

Jonathan Brush, Board Counsel
Derrick Ward, General Counsel
FBISD Staff and Employees

1. Meeting Called to Order

President Tassin called the meeting to order at 5:04 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

- Elisa Hrachovina spoke on boundary planning.
- John Fletcher spoke on boundary planning.
- Stephanie Brown spoke on boundary planning.
- Willie Rainwater spoke on boundary planning.

3. Information

Long Range Boundary Plan Introduction

4. Adjournment

Having no further business before the Board, **MOTION** was made by Mrs. Hanan to adjourn the meeting at 5:43 p.m.

Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Fort Bend ISD Board of Trustees
Regular Business Meeting
August 18, 2025

A Board of Trustees Regular Business Meeting was held on Monday, August 18, 2025 beginning at 6:02 pm 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/352824>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=700345>

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

Board Members Present

Mrs. Angie Hanan Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Ms. Afshi Charania
Mrs. Angie Wierzbicki

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, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Dr. Andria Schur, Chief of Schools
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
Anthony Sanders, Chief of Police

Kim Schaub, Recording Secretary

Others Present

Derrick Ward, General Counsel
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1.Meeting Called to Order

President Tassin called the meeting to order at 6:02 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.

2. National Anthem

President Tassin asked everyone to stand for the National Anthem, performed by Shelby Stroud, music teacher at Malala Elementary.

3. Moment of Silence

Following the performance, President Tassin asked everyone to remain standing for a moment of silence.

4. Recognitions

- National Anthem performance by music teacher, Shelby Stroud, from Malala Elementary.
- Sartartia Middle School robotics team won first place for Mission Course at the SeaPerch International Challenge. The team placed 7th overall and was the only Texas team in the top 10.
- Sullivan Elementary School Math League team won the President's Trophy for the most outstanding season-long team and first place in the Sweepstakes Prize for the highest combined team score at the U.S. Elementary School National Championship Division 5 Math League competition.

5. Superintendent Update

6. Board Activity Report

7. Public Comment

- Matthew Sikes spoke regarding transportation for GT students.
- Kristina Jones spoke regarding issues at Travis High School athletic facility and safety concerns.
- Stephanie Brown concerned about the activities that are not offered at some of the schools.
- Willie Rainwater wants more information about the Expose Excellence Youth Program and questioned why the Board vacancy position was not filled.

8. Information

A. 2025 Accountability Update

9. Consent Agenda

The Board requested that items 9.G and 9.I be removed from the consent agenda.

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approve Consent Agenda Items as presented except item 9.G and 9.I.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki

All those opposed: 0

- A. **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:
 - July 21, 2025 Special Called Meeting
 - July 21, 2025 Called Meeting and Agenda Review
 - July 28, 2025 Regular Business Meeting
- B. **Agreement for Purchase of Attendance Credit (Option 3 Agreement) for 2025-26:** Consideration and action to approve an Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and to delegate contractual authority to the Superintendent. For the 2025-2026 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit, the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding) or the Agreement for Purchase of Attendance Credit and Netting Chapter 48 Funding.
- C. **Original Equipment Manufacturer (OEM) Kitchen Equipment Parts, Preventative Maintenance, Repairs, and Related Items (Supplemental):** Consideration and approval for the purchase of OEM kitchen equipment parts, preventative maintenance, repairs, and related Items and authorization for the Superintendent to negotiate and execute the agreements through February 2030.
- D. **Storm Sewer: Sanitary Sewer; Force Main; and Water Line Easements with Sienna MUD No. 7 for property on Sienna Lakes Drive:** Consideration and approval of Storm Sewer; Sanitary Sewer; Force Main; and Water Line Easement Agreements with Sienna Municipal Utility District No. 7 at property owned by FBISD on Sienna Lakes Drive, and authorization for the FBISD Board President and/or designee to negotiate and execute this easement.
- E. **CHS-THS GAPP International Travel:** Consideration and approval of international travel during the summer of 2026 by Clements High School and Travis High School students. Students can participate in the 2026 German - American Partnership Program (GAPP) in Germany.
- F. **Deletion of Policy DI (Local):** Consideration and approval of proposed deletion of local policy (DI Local).
- G. **Revision of Policy FD (Local) and FM (Local):** Consideration and approval of proposed revision of local policy (FD Local) and (FM Local).
August 19, 2025 Regular Business Meeting
- H. **Revision of Policy FMF (Local):** Consideration and approval of proposed revision of local policy (FMF Local).

- I. **Revision of Policy FNCE (Local):** Consideration and approval of proposed revision of local policy FNCE (Local).
- J. Consideration and approval of proposed expenses that exceed \$50,000: Specifically for:
 - 1. **Construction Services for Hightower High School Renovations (BP032):** Consideration and approval of a Construction Services Agreement with Bartlett Cocke General Contractors for Hightower High School Renovations Project (BP032) for a not-to-exceed amount of \$11,750,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.
 - 2. **District Support Consulting Services (Supplemental):** Consideration and approval for the purchase of district support consulting services from STAR Autism Support Inc. and authorization for the Superintendent to negotiate and execute the agreement through July 2027.
 - 3. **25-043MG Industry-Based Certification and Licenses for Career and Technical Education (CTE):** Consideration and approval for the purchase of industry-based certifications and licenses for Career and Technical Education (CTE) from multiple vendors in an amount not to exceed \$3,000,000 over five years and authorization for the Superintendent to negotiate and execute the agreements through August 2030.

Action on Items Removed from the Consent Agenda

- **Revision of Policy FD (Local) and FM (Local):** Consideration and approval of proposed revision of local policy (FD Local) and (FM Local).

MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam that the Board of Trustees approve agenda item 9.G as presented.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki
 All those opposed: 0

- **Revision of Policy FNCE (Local):** Consideration and approval of proposed revision of local policy FNCE (Local).

MOTION made by Mrs. Hanan and SECONDED by Mrs. Charania that the Board of Trustees approve agenda item 9.I as presented.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki
 All those opposed: 0

11. Convene in Closed Session

The Board convened in closed session at 7:11 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.

- A. Deliberate recommendation of Independent Hearing Examiner in the matter of Fort Bend Independent School District v. Katina Covington, Dkt. No. 150-LH-05-2025, Before the Honorable R. Nicole Stagg, Independent Hearing Examiner; hear and consider oral arguments regarding same (Tex. Gov't Code § 551.074); consult with legal counsel regarding same (Tex. Gov't Code § 551.071).

12. Reconvene in Open Session

The Board reconvened in open session at 7:53 p.m.

13. Consider Action on Closed Session Items

- **MOTION made by Mr. Schoof and SECONDED by Mrs. Hanan** for the Board of Trustees to adopt the final findings of fact and conclusions of law in the matter of Fort Bend Independent School District v. Katina Covington, Dkt. No. 150-LH-05-2025, Before the Honorable R. Nicole Stagg, Independent Hearing Examiner; and to nonrenew the term contract of Katina Covington.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki

All those opposed: 0

14. Convene in Closed Session

The Board convened in closed session at 7:54 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.

- A. Review and consider agreed resolution of matter involving student K.B.

15. Reconvene in Open Session

The Board reconvened in open session at 8:58 p.m.

16. Consider Action on Closed Session Items

- **MOTION made by Dr. Gilliam and SECONDED by Mr. Schoof** for the Board of Trustees to approve the agreed resolution of the matter involving student K.B.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki
All those opposed: 0

17. Action

- A. **Voting Alternate to TASB Delegate Assembly:** Consideration and approval of a Voting Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly.

MOTION made by Mrs. Hanan and SECONDED by Mrs. Charania that the Board of Trustees appoint Trustee Dr. Shirley Rose-Gilliam as the Delegate to the 2025 Texas Association of School Boards Delegate Assembly.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki
All those opposed: 0

MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam that the Board of Trustees appoint Trustee Kristin Tassin as the Alternate Delegate to the 2025 Texas Association of School Boards Delegate Assembly.

MOTION CARRIES: 6-0

All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Wierzbicki
All those opposed: 0

18. Future Meeting Discussion

19. Adjournment

Having no further business before the Board, **MOTION** was made by Mr. Schoof to adjourn the meeting at 9:02 p.m.

Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: 2025-26 Fiscal and Budgetary Strategy Review		
Board Policy: CH (Legal)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item. <input type="checkbox"/> Reviewed by Deputy Superintendent <input checked="" type="checkbox"/> Reviewed by Chief of Staff		

Recommendation
Consideration and approval of the District's Fiscal and Budgetary Strategy.

Summary/Background									
<p>The Fiscal and Budgetary Strategy provides the framework for the District's budgetary and financial processes. The document provides assurance to the various rating agencies that the District's financial processes and procedures are sound. Best practice is to review the document annually.</p> <p>The following changes are proposed.</p> <table border="1"> <thead> <tr> <th>Page</th> <th>Change</th> <th>Rationale</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Strategic Plan</td> <td>Updated Goals to Priorities per Board Action on January 29, 2025.</td> </tr> <tr> <td>6</td> <td>Technology Fund</td> <td>Updated verbiage regarding Technology Fund and funding from bond funds and how insurance fees charged to students for computer device insurance would be utilized and accounted for.</td> </tr> </tbody> </table>	Page	Change	Rationale	2	Strategic Plan	Updated Goals to Priorities per Board Action on January 29, 2025.	6	Technology Fund	Updated verbiage regarding Technology Fund and funding from bond funds and how insurance fees charged to students for computer device insurance would be utilized and accounted for.
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6	Technology Fund	Updated verbiage regarding Technology Fund and funding from bond funds and how insurance fees charged to students for computer device insurance would be utilized and accounted for.							

Fort Bend Independent School District

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

I. PURPOSE

The Fort Bend Independent School District (the “District”) is committed to sound financial management through integrity, prudent stewardship, planning, accountability, full transparency, and open communication. The purpose of the Fiscal and Budgetary Strategy is to enable the District to achieve and maintain a stable long-term financial condition, provide guidelines for the day-to-day planning and operations of the District’s financial affairs, and communicate the District’s financial practices to stakeholders.

Fort Bend ISD’s general obligation bonds are currently rated at AA+ by Fitch and AA+ by Standard & Poor’s Investor Services. A high credit rating typically reduces the interest costs the District pays on the amounts borrowed. This in turn directly correlates to a lower tax rate on the outstanding debt of the District.

To help maintain the District’s creditworthiness, an established strategy of managing the District’s financial resources is essential and in the District’s best economic interest. The District shall take all practical precautions and proactive measures to avoid any financial decision that will negatively impact the credit ratings on existing or future debt issues.

The scope of the fiscal strategy encompasses accounting and financial reporting, internal controls, operating and capital budgeting, revenue management, investment and asset management, debt management, maintenance of fund balance, and forecasting. This is done to:

1. Demonstrate to Fort Bend ISD taxpayers, citizens, investment community, and bond rating agencies that the District is committed to a system of strong fiscal operations;
2. Provide precedents for future policy-makers and financial managers on common financial goals and strategies;
3. Fairly present and fully disclose the financial position of the District in conformity with generally accepted accounting principles (GAAP); and
4. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Education Code and other legal mandates.

This Fiscal and Budgetary Strategy shall be reviewed and updated as necessary, but not less than annually.

The Fort Bend Independent School District financial statements include the following fund types:

Governmental Funds:

General Fund accounts for the financial resources of the District and includes transactions as a result of revenues received primarily from local maintenance taxes, foundation entitlements, and other Foundation School Program resources,

Special Revenue Funds account for the proceeds of specific revenues that are legally restricted or committed to expenditure for specific purposes through federal, state, and local grant awards.

Debt Service Fund accounts for financial resources that are restricted, committed, or assigned to expenditure for principal and interest payments on the outstanding debt obligations of the District. These resources include Interest and Sinking Tax Revenues, which are considered restricted and for which a tax has been dedicated.

Capital Project Funds account for resources that are restricted, committed, or assigned to expenditures for capital outlay that include acquisition or construction of capital facilities and other capital assets that are financed through voter approved debt.

Proprietary Funds:

Internal Service Fund accounts for the activities of the District’s Print Shop, self-funded health, unemployment, technology, and Worker’s Compensation accounts.

Enterprise Fund accounts for the activities of the District's Extended Day program. Operations that generate revenue from outside sources are typically accounted for as Enterprise funds. Facility rentals, advertising, Career and Technology services, and other non-traditional revenue sources will also be accounted for in an Enterprise fund.

Fiduciary Funds:

Trust and Agency Fund accounts for assets held by a school district in a trustee capacity or as an agent for student organizations and scholarship funds. Funds maintained for the non-Teacher Retirement System (TRS) pension plan (Fort Bend ISD 457(b) Deferred Compensation Plan) . are held the District in a trustee capacity only.

Basis of Accounting and Basis of Budgeting - The District accounts and budgets for all **Governmental Funds** using the modified accrual basis of accounting. This basis means that revenue is recognized in the accounting period in which it becomes available and measurable, while expenditures are recognized in the accounting period in which they are incurred. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting. Governmental funds would include the District's general, special revenue, debt service, and capital projects funds.

The District's Internal Service Funds and Enterprise Funds, which function as **Proprietary Funds**, are accounted and budgeted for using the full-accrual basis of accounting. Under this method, revenues are recognized when they are earned and measurable, while expenses are recognized when they are incurred.

II. OPERATING BUDGET

The budgeting process is an essential element of the financial planning, control and evaluation process of the District. The legal basis for the budget process is established in the Texas Education Code sections 44.002 through 44.006 and local policy.

The operating budget is Fort Bend Independent School District's annual financial operating plan. The adopted annual budget shall include allocations for campuses, departments, and approved positions of the district.

Strategic Plan – The District Strategic Plan (DSP) provides a strategic focus for district operations and student achievement and is adopted annually by the Board of Trustees. Funding for District programs shall be based upon the objectives contained in the District Strategic Plan and further outlined by the identified targets for success.

Specifically, the DSP provides the following priorities for the District:

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

District 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.

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

Preparation – The Texas Education Code requires that the District budget be prepared by a date set by the State Board of Education, currently June 19th for districts that have a June 30th fiscal year end. The code further requires that the president of the Board of Trustees call a public meeting to discuss and adopt the budget and proposed tax rate. Notice under this subsection shall be published not earlier than the 30th day or later than the 10th day before the date of the hearing. Section 44.0041 of the Education Code, requires that, “concurrently with the publication of notice of the budget, a school district shall post a summary of the proposed budget on the school district’s website. The budget summary must include: (1) information relating to per student and aggregate spending on (A) instruction; (B) instructional support; (C) central administration; (D) district operations; (E) debt service; and (F) any other category designated by the commissioner; (2) a comparison to the previous year’s actual spending.”

Fort Bend Independent School District
Fiscal and Budgetary Strategy

The Board of Trustees must adopt the prepared budget, inclusive of any amendments, no later than June 30th. The officially adopted District budget must be filed with the Texas Education Agency (TEA) through the Public Education Information Management System by the date prescribed annually by TEA.

1. **Proposed Budget** – A proposed budget shall be prepared by the Superintendent and Chief Financial Officer with participation of campus and department stakeholders within the provisions outlined in the District’s strategic plan and federal and state mandated program guidelines.
 - a. The budget shall include four basic segments for review and evaluation:
 - i. Revenues
 - ii. Personnel Costs
 - iii. Operational Costs
 - iv. Capital and other non-project costs
 - b. The budget review process will include Board of Trustee participation and will allow for sufficient time for the Board to address the strategic plan and fiscal issues.
 - c. The proposed budget and all preliminary budgetary information will be available on the District’s website for public view.
2. **Adoption** – Upon finalization of the proposed budget, the Board of Trustees will hold a public hearing, and subsequently adopt the final budget as amended. The budget will be effective for the fiscal year beginning July 1st.
3. **Tax Rate Adoption** – Not later than April 30th, the chief appraiser shall prepare and certify to the school district an estimate of the taxable value of property in that taxing unit. The District may adopt a tax rate, prior to the adoption of the budget, based upon this certified property estimate. The certified estimate shall be used in the calculation of the effective tax rate and the rollback tax rate of the District.

If the district elects to establish the tax rate after receiving the certified appraisal roll as defined by Section 26.01 of the Property Tax Code, typically July 25th, and the tax rate exceeds the rate proposed in the District’s notice prepared for the budget hearing or the District’s rollback rate as determined under Section 26.08 of the Property Tax Code, the District must publish a revised notice and hold another public meeting before adopting the tax rate.

Balanced Budget – The goal of the District is to balance the operating budget with current revenues, whereby current revenues would match and fund on-going expenditures. Unassigned fund balance in the general operating fund may be used for onetime non-recurring expenditures or capital needs.

Planning – The budget process will be coordinated so that major strategic issues are identified prior to the budget approval date. This will allow the Board of Trustees adequate time for consideration of appropriate decisions and analysis of the associated financial impacts.

Reporting – Written financial reports will be presented to the Board of Trustees on a monthly basis. In addition, the Administration will provide a quarterly report on financial outcomes at regularly scheduled meetings of the Board. These reports will enable the Board to understand the overall budget and financial status of the District. The reports shall include comparative financial statements, a budget amendment report, the investment report, tax collection report, and statement of cash flow. In addition, the budget will be electronically reported to TEA as required by the prescribed deadlines established by TEA.

Control and Accountability – Each campus and departmental administrator is responsible for the administration and oversight of their budget, which is controlled on an organizational basis. This includes accomplishing the targets adopted as part of the budget and monitoring each campus and departmental budget for compliance within approved spending limitations.

Budget Amendments – The District budget shall be amended as required. Budget amendments between fund and increases in expenditures require the approval of the Board of Trustees. The Board of Trustees may authorize an amendment to the budget for those items not included in the originally approved budget due to unforeseen circumstances.

III. REVENUE MANAGEMENT

The District will understand its revenue sources and enact consistent policies to provide assurances that the revenue base will materialize according to the budget. Revenues shall be estimated realistically and conservatively taking into account potential changes in law related to property valuation and state and federal funding.

Revenues shall be monitored as they are received and regularly compared to budgeted revenues; variances will be investigated as they are identified. Any abnormalities shall be included in the quarterly financial report and the budget shall be amended to appropriately reflect the change in anticipated revenue.

State Funding – The District shall ensure that the Weighted Average Daily Attendance (WADA) is maximized by accurately reporting student attendance and shall have processes in place to ensure that special program information is appropriately reflected in the information uploaded to the Public Education Information Management System (PEIMS). Information regarding property value, property tax collections, employee counts, and other information required by TEA for the purposes of state funding computation shall be reported within the prescribed timelines. The Board of Trustees authorized the superintendent to file waivers for missed days and low attendance days as needed. The Superintendent will inform the Board of any waivers submitted to TEA.

Property Tax Revenues – All real and business personal property located within the District shall be valued at 100% of fair market value for any given year based upon the current appraisal supplied by the Fort Bend County Appraisal District. Tax collections estimates utilized in the development of the budget will be based upon a prudent analysis of historical collection percentages and the current economic trends.

Current state funding guidelines penalize districts that adopt tax rates below the compressed tax rate. For budgeting purposes, the District will forecast the proposed property tax rate for maintenance and operations (M&O) the greater of the compressed rate, the compressed rate plus four cents (\$.04) or the voter approved rollback rate, not to exceed the current legal limit.

The District shall also consider the interest and sinking (I&S) tax rate in an amount to fund tax supported debt service that is due and payable for the corresponding calendar year period.

Interest Income – General, debt service, capital projects, food service, and internal service funds shall be invested individually in accordance with the Investment Strategy approved annually by the Board of Trustees. Interest earned from each investment account shall be credited to the fund from which the monies were provided.

User-Based Fees and Service Charges – For services associated with a user fee, such as building usage and instrument rental, the direct or indirect costs of that service will be offset by a fee where possible. The District shall update the usage fee schedule as required to ensure that fees provide adequate coverage for the cost of services.

Other Revenue – The District will pursue the full utilization of its assets to include trademarks of logos, rentals of facilities and real estate, and multiple forms of advertising. Advertising will include space on scoreboards, fences, gyms, buses, websites, etc.

Intergovernmental Revenues – The District shall carefully analyze grant opportunities to ensure that all grants comply with the overall District mission and strategic plan. All potential grants shall be examined for matching requirements, or other potential financial implications, prior to application to ensure that adequate funds are available from the general funds of the District.

Efforts should be made to ensure that grants are self-sustaining. However, it must be clearly understood that the operational requirements (on-going costs) set up as a result of a grant program could be discontinued once the terms and conditions of the program have been completed in the event that sufficient resources are not available in the District's general operating budget.

Collection of Delinquent Receivables - All Fort Bend ISD campuses, programs and departments will, to the extent practicable, require payment in advance. Aged balances (90 days +) owed to the District will be pursued for collections and can be submitted to a collection agency at the discretion of Administration according to written District guidelines.

IV. EXPENDITURE POLICIES

Appropriations – The budget for all funds shall be controlled at the organizational level. Budget managers are authorized to transfer funds included in their basic budget within fund, function, and program intent code without prior approval. Budget amendments between fund, function, and program intent code require administrative approval. Approval of the Board of Trustees is required for all budget amendments between fund and any increases to fund expenditures. The cumulative transfer of funds between functions District-wide will be included in the next amendment for board approval.

Staffing – The staffing guidelines of the District shall be administered jointly by Human Resources, Department of School Leadership (DOSL), Curriculum and Instruction, and Business and Finance using established staffing guidelines and a system of position control.

In addition to teaching units, staffing guidelines shall also provide guidance for appropriate levels of staffing in the administrative, counseling, nursing, art, music, physical education, and educational and clerical support at each campus. Staffing allocations shall be distributed based upon the total student population and with additional consideration for special education, bilingual and at-risk student programming.

Course schedules shall be carefully reviewed to ensure that instructional units are used to best meet the instructional needs of the District within the available resources. Based upon sufficient revenues, additional staff members may be allocated to campuses based upon input from the Superintendent, Chief Human Resources Officer, DOSL, Teaching and Learning, and Business and Finance to balance class loads or to address the unique needs of a particular campus. Adjustments for student enrollment in grades K-4 shall be done only after a careful analysis of historical attendance patterns and available classroom capacity.

To the extent possible, the payroll for all employees, substitutes and temporaries will be done via direct deposit.

Benefits – To ensure the long-term health of the District's self-funded benefit programs, the budget shall be sufficient to provide for a fiscally sound health and worker's compensation program along with other state and federally mandated benefits including Medicare and Teacher Retirement System above state minimum.

The District's self-insured employee insurance program shall be funded by both District and employee contributions for employees and their supplemental dependents. The fund shall be evaluated annually by a third-party actuary to ensure that the premium structure is sufficient to meet the long-term needs of the District's employees.

The plans shall be administered by a third-party plan administrator and shall be bid periodically to ensure that the network reimbursement rates and employee co-pays are comparable to those provided within the marketplace. The District shall seek to ensure that insurance services are provided in both a cost efficient and compassionate manner to ensure the success of the program.

The District's self-insured worker's compensation program shall be funded through the budget process to ensure that the program has sufficient assets to meet both short and long-term worker's compensation claims. The district has established a comprehensive safety program to minimize the District's claims exposure and shall ensure that the plan is evaluated annually by a third-party actuary to ensure that the funding for the plan is sufficient.

Ongoing Maintenance Repair and Replacement – Ongoing maintenance and repair costs are included within the departmental operating budgets. These costs are generally considered systematic repairs and are not capitalized for accounting purposes. They include such items such as athletic equipment, routine musical instrument repair, HVAC maintenance and repair, and other general routine maintenance.

Major Maintenance Repair and Replacement – Repair costs that exceed departmental operating budgets, are considered non-routine, and are due to a major breakdown or extensive damage.

Each year, if sufficient fund balance capacity is available, funds are included in designated fund balance in the General Fund to address unexpected maintenance costs caused by weather incidents or catastrophic failure. Additionally, the District typically may have contingency within Capital Projects Funds that is available due to project cost savings and interest earnings. On a quarterly basis, the Business & Finance and Facilities Maintenance departments will evaluate expenditures made to date within the Facilities Maintenance department and determine if any are eligible for use of major maintenance or bond contingency funds. The final list of items identified will be included in the year-end budget amendment recommended to the Board of Trustees to reallocate the expenditures to the source of funding that is most appropriate for use. If fund balance capacity is not available and the expenditure is not eligible for use of bond contingency, operating funds will be used. Use of funds will be prioritized as follows:

1. Bond contingency, if available and not prioritized for other uses
2. General Fund major maintenance designated fund balance, if available
3. General Fund operating funds

Capital Projects – The District’s goal is to maintain its facilities and infrastructure in order to provide exemplary educational services for its students, meet the needs of a growing community, and to comply with all local, state, and federal regulations. The District shall regularly review building capacity, enrollment projections, and planned subdivision and other housing information for the purpose of determining the number and timing of future facilities.

Capital project budgets shall be developed according to the projects approved by the voters. Excess capital project funds generated as a result of investment income and project savings may not be directed to other needs of the District without the specific approval of the Board of Trustees.

Technology – It is the policy of the District to plan and fund the maintenance and replacement of its computer network and other technology systems (infrastructure) through capital funding. Capital funding approved by the voters would be maintained in a capital fund (bond fund). Insurance fees for computer devices paid by parents or students will be maintained in a technology fund that is reported part of Internal Service Funds. Such fees will be utilized to pay for repairs for computer devices and expenditures necessary to provide computer devices to students.

Ongoing replacement of computer devices (PCs, laptops, printers, etc.) could be funded through a contribution from the general fund into the technology internal service fund or within the respective fund making the purchase of computer devices.. In some cases, administration may recommend replacement using bond funds. When using bond funds, the weighted average maturity of the bonds issued for technology will not exceed the weighted average economic life of the bond financed assets by more than 120%.

Accounts Payable – To the extent practical, all vendors doing business with the District must be able to accept payments electronically via ACH (automated clearing house).

V. BUDGET CONTINGENCY PLAN

This strategy is designed to establish general guidelines for managing revenue shortfalls resulting from local and state economic downturns that may adversely affect the District’s revenue stream.

Once a budgetary shortfall is projected, the Superintendent may take the necessary actions to offset any revenue shortfalls with a reduction in current expenses to include but not be limited to the following:

- ❖ Review all staffing levels;
- ❖ Freeze all new hire and vacant positions except those deemed to be a necessity to the instructional process or the safety of students;
- ❖ Review all planned capital expenditures;
- ❖ Forego out-of-state staff development;
- ❖ Review of all planned staff development activities;
- ❖ Curtail after-hours facility usage;
- ❖ Forego extracurricular field trips; and,
- ❖ Delay all non-essential spending or equipment replacement purchases.

If the above actions are insufficient to offset the revenue deficit and the shortfall continues to increase, the Superintendent shall develop an expenditure reduction plan for approval by the Board of Trustees that will further reduce operating expenses to balance the variance.

VI. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

Accounting – The District is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Chief Financial Officer is responsible for establishing the structure for the District’s Chart of Accounts and for ensuring that procedures are in place to properly record financial transactions and report the District’s financial position. All financial reports shall be published on the District’s website.

Audit of Accounts – In accordance with Texas Education Code 44.008, the Board of Trustees shall cause the District’s accounts to be audited at the close of each fiscal year, currently June 30th, by an auditor holding a valid permit from the Texas State Board of Public Accountancy.

The auditor shall perform the audit in accordance with generally accepted governmental auditing standards published by the United States General Accounting Office, commonly referred to as the Yellow Book. The financial statements shall be prepared on a government-wide basis and shall be in conformity with all pronouncements of the Governmental Accounting Standards Board (GASB).

External Reporting - The audit shall be accepted and completed within 150 days of year end and filed with the Texas Education Agency (TEA), Municipal Securities Rulemaking Board (MSRB), the Federal Audit Clearinghouse, Health and Human Services and the Liquidity Provider and Remarketing agent for the debt commercial paper program. In addition, certain schedules required by the TEA to be completed electronically shall be submitted no later than this date along with the publication of schedules required by law in a locally published newspaper.

No later than January 27th of each year, and in accordance with TEA published guidelines, the audit shall be transmitted electronically into the Public Education Information Management System (PEIMS).

Internal Auditing and Reporting – In accordance with Texas Education Code Section 11.170, consultants serving as the internal auditor shall report directly to the Board of Trustees. The internal auditor shall conduct internal audits on a rotational basis in accordance with the audit plan adopted annually by the Board of Trustees. The reports shall be of sufficient detail to identify areas of needed improvement and potential lapses of internal control. The internal audit staff, in conjunction with the finance staff and any other appropriate department of the District, shall make recommendations for improvement and develop improved financial processes based upon the prepared reports.

Each departmental director or campus principal is responsible for ensuring that good internal controls are adhered to throughout their organization and that all Financial Services procedures and policies are implemented. The Financial Services Department will periodically review and update written internal control processes and procedures.

Internal Risk Assessment – Departmental managers in the business area shall perform on-going risk assessments of their area of supervision to ensure that internal controls and business practices are sufficient to protect the assets of the District and prevent fraudulent activity.

VII. ASSET MANAGEMENT

Cash Management and Investments - The Board of Trustees has formally approved a separate Investment Strategy for Fort Bend ISD that meets the requirements of the Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Local Government Code. This strategy is reviewed annually by the Board of Trustees and applies to all financial assets held by the District.

The District shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, prompt deposit of receipts to the District’s depository and payment of obligations, and the prudent investment of idle funds in accordance with the approved investment strategy.

The District's investment program will be conducted in such a manner to accomplish the following listed in the order of priority:

1. Safety of principal
2. Liquidity and availability of cash to pay obligations when due
3. Receive the highest possible rate of return (yield) consistent with the District's investment strategy

Fixed Assets – These assets will be reasonably safeguarded, properly accounted for, and prudently insured. For purposes of budgeting and accounting classification, the following criteria must be met in order for an item to be capitalized:

1. The expected useful life of the asset must be longer than one year, or extend the life of an identified existing asset by more than one year
2. The original cost of the asset must be at least \$5,000
3. The asset must be tangible

On-going repairs and general maintenance are not capitalized. In the event that improvements are made to an asset that extends its original life or makes the asset more valuable, the cost will be capitalized. The replacement of asset components will normally be expensed unless it is of a significant nature and meets all capitalization criteria.

Business and Finance will maintain the permanent records of the District's fixed asset inventory including description, cost, department of responsibility, date of acquisition, depreciation, and expected useful life. Periodically random sampling at the department or campus level will be performed to inventory fixed assets assigned to that department or campus. Responsibility for safeguarding the District's fixed assets lies with the department or campus supervisor whose department has been assigned the asset.

VIII. DEBT MANAGEMENT

Fort Bend ISD faces continuing capital infrastructure requirements and recognizes that the primary purpose of capital debt is to provide educational services designed to meet the demands of the twenty first century. Debt financing is a tool that shall be judiciously used within the District's legal, financial, and debt market capacities.

The use of debt financing to meet the continued student population growth must be evaluated according to projected student growth by area, long-term facility efficiency, facility equity across the District, and limitations on total debt imposed by Texas Education Code Section 45.0031. The District realizes that failure to meet the demands of student growth may inhibit its continued educational success, but also realizes that failure to manage outstanding debt and repayment schedules may have long-term detrimental effects on the District's financial condition.

The District may issue long-term debt in accordance with Texas Education Code Section 45.001 for the following:

1. The construction, acquisition, and equipment of school buildings in the District.
2. The acquisition of property or refinancing of property financed under a contract entered under Subchapter A, Chapter 271, Local Government Code.
3. The purchase of the necessary sites for school buildings.
4. The purchase of new school buses.
5. The retrofitting of school buses with emergency, safety, or security equipment.
6. The purchase or retrofitting of vehicle to be used for emergency, safety, or security purposes.

The District will ensure that its long-term debt is soundly financed by conservatively projecting growth in taxable valuations and anticipated interest rates. The District will not finance improvements or purchases over a period greater than its estimated useful life and will determine that the cost benefit of the facilities, renovations, and equipment supported by the debt will have a positive impact on the District's student population and community.

The District shall, when planning for the issuance of new debt, consider the impact of such new debt on overlapping debt and the financing plans of local, state, and other governments that overlap the District. The District shall assess financial

alternatives to include new and innovative financing approaches, including whenever feasible categorical grants, or other types of aid to minimize voter approved debt.

General Obligation Bonds (GO) – General obligation bonds must be authorized by a majority of the voters in a District election for the issuance of debt. General obligation bonds may be used only to fund capital assets of the District and are not to be used to fund on-going operational needs. The District shall determine the amortization schedule that will best fit with the overall debt structure of the District at the time the new debt is issued.

The District's unlimited debt service ad valorem taxing authority shall back general obligation bonds and the District shall endeavor to maintain the best possible credit rating for each debt issue. Where possible, the District shall also seek the guarantee of the Permanent School Fund for all debt issued.

Revenue Anticipation Notes – The District may issue fixed or variable rate tax and revenue anticipation notes that allow the District to meet its cash flow requirements. However, the District shall generally manage its cash position in a manner so that internally generated cash flow is sufficient to meet expenditures.

Lease-Purchase Agreements – Lease-purchase obligations are a routine and appropriate means of financing capital equipment. However, lease obligations are repaid from the District's maintenance and operations ad valorem tax and, therefore, have the greatest impact on budget flexibility. Therefore, efforts will be made to fund capital equipment directly through the budget process or with voter approved debt. Only the highest priority equipment purchases will be funded with lease obligations when it is determined that the cost benefit of such an arrangement is advantageous to the District.

Maintenance Tax Notes – The District may authorize the issuance of maintenance tax notes for the acquisition of personal public property, such as equipment. Maintenance tax notes are repaid from the District's maintenance and operations ad valorem tax. Each issuance will be assessed to ensure the cost effectiveness and the repayment schedule will not exceed the useful life of the asset and that the District has sufficient capacity in future budgets to ensure that the issuance does not place undue burden on the operating budget.

Use of Reserve Funds – The District may authorize the use of reserve funds to potentially delay or eliminate a proposed project from a future bond issue. This may occur due to higher than anticipated fund balances in prior years, thus eliminating or reducing the need for debt proceeds or when the timing of the related capital improvement does not correspond with a planned bond issue. Funds used in such manner should be used judiciously and with extreme care after careful analysis of the effect on the future funding needs of the District.

Method of Sale – The District will thoroughly analyze the conditions in the bond market prior to determining the method of sale that will be used to market bonds. The District may utilize a competitive bidding process, negotiated bid or private placement. The District will publicly present the reasons for the selected method of sale prior to the sale date.

Competitive sales shall be awarded based upon the lowest offered True Interest Cost (TIC). The District's Financial Advisor shall ensure that interest costs offered in a negotiated sale are in accordance with comparable market interest rates. In a negotiated sale, the District will rely on the recommendation of the Superintendent, Deputy Superintendent (if applicable), Chief Financial Officer, and the contracted Financial Advisor in the selection of the underwriter(s). The contracted financial advisory firm may not serve in an underwriting capacity.

Following the bid award, the financial advisor shall prepare a post-sale summary and analysis that documents the pricing of the bonds relative to other similar transactions priced at or near the time of the District's bond sale.

Private placement sales shall only be utilized when the sale must be structured for a single or limited number of purchasers, such as would be present in a Qualified Zone Academy Bond (QZAB) or Qualified School Construction Bond (QSCB) offering.

Debt Structuring – The District shall seek to repay its debt in an expeditious manner within the District's overall financial objectives and will issue bonds with an average life of no more than thirty (30) years, not to exceed the useful life of the asset acquired. Pursuant to State law, the District can issue fixed rate, variable rate, or capital appreciation bonds. Market factors, such as the effects of legislative statutes, level of debt service fund balance, and the cost of early debt redemption will be given consideration during the structuring of long term debt instruments.

The District shall keep its variable rate exposure, to the extent not hedged or swapped to a fixed rate, at or below twenty-five percent (25%) of the total principal outstanding. If variable rate debt is used, the Chief Financial Officer will periodically, and no later than annually, determine whether it is appropriate to convert the debt to fixed interest rates.

The District issues commercial paper (which is variable rate debt by its nature) in blocks totaling up to \$150 million at a time. The District may exceed the 25% variable rate threshold, but only until that \$150 million of commercial paper is refunded by issuing fixed rate debt that would be expected to complete within a maximum time of six months.

Refunding and Restructuring Strategy – The District shall consider accelerated retirement and restructuring of its outstanding debt when financially advantageous or beneficial.

The Superintendent, Deputy Superintendent (if applicable), and Chief Financial Officer shall review a net present value analysis of any proposed refunding in order to make a determination regarding the cost-effectiveness of the proposal. The target net present value savings as a percentage of the refunded aggregate principal amount shall be no less than three percent (3%) when a refunding is offered in conjunction with new debt. In the case of a standalone refunding, savings should be evaluated in conjunction with the call dates of the outstanding bonds and a higher net present value savings should generally be achieved.

Financing Team Members – The District shall conduct a Request for Proposal (RFP) to determine the District’s financial advisor and bond counsel when warranted. Generally, the District’s contracts with financial advisors and bond counsel shall be for a term of three years with the option to renew for two additional one year periods. In all cases, the District will attempt to ensure that the contractual terms align with voter approved debt.

All financing team members will be required to provide full and complete disclosure relative to any and all agreements with other financing team members and outside parties. No agreements will be permitted that will compromise a firm’s ability to provide independent advice that is solely in the best interest of the District or which could reasonably be perceived as a conflict of interest.

Markets – The District shall consider products and conditions in the bond market when meeting the District’s financing needs. When practical in its financing program, the District shall consider local and regional markets as well as retail and institutional investors.

Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The District shall follow the Disclosure Strategy as outlined in Exhibit A of the Fiscal and Budgetary Strategy.

The District shall maintain information on its website so that interested persons have a convenient way to locate major financial reports and documents pertaining to the District’s finances and debt. The District will take responsibility for the accuracy of all financial information released.

The District shall prepare or cause to be prepared appropriate disclosures as required by the Securities and Exchange Commission Rule 15c2-12. District staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to rating agencies and will aid in the production of the Preliminary Official Statements as required.

Federal Requirements – The District will maintain procedures to comply with arbitrage rebate and other Federal requirements in accordance with the Internal Revenue Code and applicable United States Treasury regulations.

Bond Reimbursement Resolution – The District may utilize reimbursements from bond proceeds as a tool to manage debt issues consistent with arbitrage requirements and project timing. In so doing, the District will utilize its general fund reserve cash balances to delay the bond issue until such time when the issuance and timing are favorable and beneficial to the District.

The District shall comply with Internal Revenue Service requirements that stipulate that the reimbursement occur the earlier of (i) eighteen (18) months after the capital item is placed in service or (ii) thirty-six (36) months from the date of the

expenditure. The total outstanding bond reimbursements may not exceed the total amount of the District's operational reserve fund.

Commercial Paper – In order to minimize the overall costs of borrowing, the District may issue short-term commercial paper as market conditions and cash flow needs for construction projects dictate. The maturity of the commercial paper should never exceed 270 days. The issuance of commercial paper can only be done for un-issued authorized voter approved debt. Any other issuance of commercial paper must have the approval of the Board of Trustees. The balance of outstanding commercial paper will be reported to the board on a quarterly basis.

Impact on Operating Budget – When considering any debt issuance, the potential impact of debt service and additional operating costs induced by new projects on the operating budget of the District, both short and long-term will be evaluated.

IX. FINANCIAL CONDITIONS, FUND BALANCE RESERVES, AND STABILITY RATIOS

Fort Bend ISD will maintain sufficient reserves in the ending fund balances to provide for a secure, healthy financial base for the District in the event of a natural disaster or other emergency, to allow for stability of District operations should revenues fall short of budgeted projections, and to provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the District.

Operational Coverage – The District's goal is to maintain operating revenues that at least equal or exceed current operating expenditures. Unless advantageous to the District, deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques.

Operating Reserves – Due to the timing of the District's fiscal year (July 1) and the receipt of maintenance and tax revenues (typically, December 31st), the District will strive to maintain an unassigned general fund balance equal to the greater of sixty (60) days or seventeen percent (17%) of the greater of the current year's anticipated adjusted budget operating expenditures or next year's net budgeted operating expenditures, if higher than the previous year. Unassigned fund balance requirements will be calculated as part of the annual budget process and will exclude TRS on behalf when calculating. In addition, non-recurring or one-time budget expenditures should be deducted from the calculation

In order to protect the district from a potential loss in state revenue, the district will commit at least thirty (30) days or eight and a third (8.33%) of the greater of the current year's anticipated adjusted budget operating expenditures or next year's net anticipated original budgeted operating expenditures to a Reserve for Potential Loss of State Revenue. When calculating the committed fund balance for potential loss of state revenue, TRS on behalf will be excluded from the calculation. In addition, non-recurring or one-time budget expenditures should be deducted from the calculation of Reserve for Potential Loss of State Revenue.

If operating reserves fall below the 60 days or seventeen percent (17%) in unassigned or below the 30 days or (8.33%) then strategies as more fully described V. Budget Contingency Plan above will be implemented. In addition, the District can utilize nonrecurring revenues, budget surpluses, excess resources in other funds (if legally permissible and there is a defensible rationale). The District shall make every effort to replenish the fund balances within one to three years.

The Board of Trustees will report the government fund balances per Governmental Accounting Standards Board (GASB) Statement 54 definitions in the balance sheet as follows: non-spendable, restricted, committed, assigned, and unassigned. The Board will utilize funds in the following spending order: restricted, committed, assigned, and then unassigned.

Unassigned fund balance is defined as the balance in excess of the optimum fund balance as defined by the Texas Education Agency and calculated annually in conjunction with the District's annual audit or the cash requirements for two months operating expenditures. Usage of the unassigned fund balance shall be approached with caution after careful review of both the optimum fund balance and the cash flow needs of the District for the upcoming three-year period.

The Board of Trustees may establish commitments of fund balance from time to time in order to meet specific District needs. The purpose of commitments must be approved by the Board resolution prior to the fiscal year end but the amount of the commitment may be determined subsequent to June 30th. Amendments or modifications of the committed fund balance must also be approved by formal action of the Board.

Liabilities and Receivables – Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within thirty (30) days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of thirty (30) days of service. To the extent allowable by law, non-collectible accounts that are delinquent for more than one year are considered uncollectible and shall be written off. To the extent allowable by law, patrons that owe the district money will be precluded from receiving district services. This includes patrons with open balances from Facility Rentals. Balances owed to the District can be submitted to a collection agency at the discretion of administration. A collection agency could be used for the all outstanding balance collections including, but not limited to the following:

- a. Unpaid facility rental fees
- b. Overpayments to former employees
- c. Unpaid Child Nutrition balances
- d. Unpaid advertising fees
- e. Unpaid tuition for Extended Learning programs

Capital Projects Funds – All reasonable efforts will be made to expend all monies within the Capital Project Funds within thirty-six (36) months of receipt. The restricted, committed, and assigned fund balance will be invested and the income generated will offset increases in construction costs or other costs associated with the project. Any excess funds remaining after the completion of the approved projects may be reallocated by the Board of Trustees to other capital projects to offset the cost of future bond issues or when the timing of a capital improvement does not correspond with a planned bond issue. Restricted, committed, or assigned funds shall be used judiciously and with extreme care after careful analysis of the effect on the future funding needs of the District.

Debt Service Funds – Revenues within this fund are stable, based on property tax revenues. Balances are maintained to meet contingencies and to make certain that the next year's debt service payments may be met in a timely manner. The fund balance should not fall below one month or 1/12th the annual debt service requirements in accordance with Internal Revenue Service guidelines.

Investment of Funds – The non-spendable, restricted, committed, assigned, and unassigned funds will be invested in accordance with the District's approved investment strategy.

Ratio/Trend Analysis – Ratios and significant balances will be incorporated into the annual financial report. This information will provide users with meaningful data to identify major trends of the District's financial condition through analytical procedures. The following ratios/balances will be used as key financial indicators:

1. Fund Balance / Equity: Assets less liabilities
2. Working Capital Current assets less current liabilities
3. Current Ratio Current assets divided by current liabilities
4. Debt / Assessed Value Debt divided by assessed value
5. Debt Ratio Current liabilities plus long-term liabilities / Total assets

The District will develop minimum and maximum levels for the above ratios/balances by thoroughly analyzing District historical trends, projected growth and peer districts.

Special Situations - Changes in the state funding allocations, economic downturn, District programs or other unforeseen circumstances may from time to time produce situations that are not covered by this strategy. These situations may require modifications or exceptions to achieve strategy goals. Management flexibility is appropriate and necessary in such situations, provided specific authorization is received from the Board of Trustees.

X. OTHER FINANCIAL CONSIDERATIONS

Use of Unclaimed Lunch Credits - At the close of each fiscal year there are unpaid lunch balances as well as unclaimed lunch credits. The balances and credits are typically left by students who have left the district or graduated. Unpaid balances are charged to the General Fund as Federal statutes prevent the Child Nutrition Fund from absorbing these balances. At the close of each fiscal year, the unclaimed credits will be used to offset the unpaid balance amounts to avoid a negative financial

impact to the General Fund. If a student or parent requests a refund of the credit after the amount has been used to offset the unpaid balances in the General Fund, a refund will be paid from the General Fund where the credits were used.

Designation of New Title I Campuses - The District is charged by the U.S. Department of Education and Texas Education Agency with deciding where to best utilize federal funding to have the greatest impact on student academic performance. Texas Education Agency allocates funding to the District based on a formula that includes district-wide poverty; therefore, designating additional campuses does not increase the federal funding received. The District follows all statutes and timelines when choosing to designate a campus as Title I. Aligned with current research and best practices, the District channels the majority of federal funds into the elementary level where it is most impactful.

The District planning process for reviewing campuses for Title I eligibility begins in March of each year. The District utilizes the February monthly report compiled by the Child Nutrition Department containing enrollment and free and reduced meal participation numbers to determine campuses that meet eligibility requirements. February data is used because it is the most recent period for which a full month of enrollment and free and reduced meal participation information is available.

A campus must be in an eligible attendance area, where the percentage of children from low income families is at least as high as the district-wide percentage of children from low income families, as referenced in 20 U.S.C. 6313(a)(2)(B). The district-wide percentage of low-income students from the Texas Academic Performance Report for the prior year is used to establish eligible attendance areas. Attendance areas that meet or exceed the district-wide percentage are considered for Title I designation.

The District chooses which campuses to serve, or allocate funding, within the structure of Federal statutes. If the funding is insufficient to serve all eligible school attendance areas, the District must:

- a. Rank the eligible attendance areas that exceed a 75% low income population based on February information compiled by the Child Nutrition Department, Section 1113 of Title I, Part A. Serve campuses that exceed 75% low income population first, in rank order, and without regard to grade spans (i.e. elementary or secondary schools) 20 U.S.C. 6313(a)(3).
 - i. If a campus exceeds a 75% low income population, the District can choose to not designate the campus as Title I and elect to provide supplemental funds from other state or local sources that equal or exceed the amount that would be provided to the campus under Title I.
 - ii. Allocate Title I funds based on the free and reduced numbers for each campus.
- b. Funds remaining after the allocation to campuses that exceed 75% low income population are allocated to existing Title I campuses that do not exceed the 75% low income population and meet the district threshold for being an eligible attendance area 20 U.S.C. 6313(a)(4). Allocation of remaining funds is done as follows:
 - i. Remaining eligible Elementary campuses are ranked using the February Free and Reduced Report information compiled by the Child Nutrition Department; campuses with a Free and Reduced percentage based on February data with a rate of 70% or greater receive Title I.
 - ii. Secondary campuses are not served until they have a low-income population greater than 75%, based on the District's decision to provide funding at the elementary level where it is most impactful.

EXHIBIT A

DISCLOSURE STRATEGY PURPOSE AND INTENT

It is the stated policy and objective of Fort Bend Independent School District (the “District”) to (i) ensure that the District’s financial disclosures are fair and accurate, and comply with all applicable securities laws, (ii) satisfy in a timely manner all contractual obligations undertaken pursuant to the District’s Continuing Disclosure Undertakings (as defined herein), and (iii) promote best practices relating to financial disclosures by the District.

The Board of Trustees has approved this Disclosure Strategy (referred to herein as the “Procedures”) as of the date set forth above for the purpose of establishing, maintaining, and evidencing compliance with internal procedures, promoting compliance with securities laws, documenting the process for preparing and reviewing Disclosure Documents, and assisting the District in complying with its Continuing Disclosure Undertakings.

It is the intention of the District to modify or amend these Procedures in the future in order to comply with any changes in legal or regulatory requirements to the extent such changes may apply to the District and its obligations, or improve the realization of the purpose and intent of these Procedures.

I. DEFINITIONS

Capitalized terms used in these Procedures shall have the meanings set forth below:

“*Auditor*” means the independent outside auditor retained by the District to conduct an annual audit of the District and prepare a report thereon.

“*Annual Report*” means the annual financial information and operating data required to be filed pursuant to the Continuing Disclosure Undertakings.

“*Annual Review*” means the annual evaluation of the Procedures that is performed by the DWG.

“*Periodic Training*” means periodic disclosure training for staff and officials of the District involved in preparing or approving the Disclosure Documents.

“*Audit Committee*” means the Audit Committee of the Board of Trustees.

“*Audited Financial Statements*” means the audited financial statements or comprehensive annual financial reports of the District.

“*Board of Trustees*” means the Board of Trustees of the District.

“*Bond Counsel*” means the attorney or law firm retained to provide an opinion regarding the validity of the bonds or other municipal securities described in the Offering Documents.

“*Continuing Disclosure Undertakings*” means the District’s contractual obligations relating to its outstanding securities entered into to permit the underwriters of such securities to comply with the Rule.

“*Continuing Disclosure Undertakings Master List*” means a current list of each Continuing Disclosure Undertaking of the District, identified by name of the issue covered and the CUSIP numbers associated therewith, for which the District remains obligated to advance funds to pay or support the municipal

securities covered, together with a description of the tables and other matters required in the Annual Report for such Continuing Disclosure Undertaking, the date on or before which the Annual Report and Audited Financial Statements must be filed, a description of information required in any notice of a failure to file the Annual Report and Audited Financial Statements, and a description of each event for which notice must be filed and whether the event must be filed in a timely manner or within ten business days of the occurrence of the event.

“*Contributors*” means those District staff members and officials involved in preparing or approving the Disclosure Documents or additional staff members assigned by the DWG Chair or identified to the DWG Chair by a director or manager of a department, or other unit of the District, to assist with the review or preparation of one or more sections of a Disclosure Document.

“*Disclosure Document*” means any of the District’s documents and materials prepared, issued, or distributed in connection with the District’s disclosure obligations under applicable federal securities laws or that could potentially subject the District to liability under applicable federal securities laws, and shall include, but not be limited to, the following: the Offering Documents; the Annual Report; any filing made by the District with EMMA pursuant to Continuing Disclosure Undertakings, including an Event Notice; any voluntary filing made by the District that is filed on EMMA; rating agency presentations; and any other document that is reviewed and approved in accordance with these Procedures.

“*Disclosure Working Group*” or “*DWG*” means the District’s Chief Financial Officer, Executive Director of Finance, Director of Finance, District Treasurer, and in-house General Counsel, or the designee of any of the foregoing.

“*Disclosure Working Group Chair*” or “*DWG Chair*” means the Chief Financial Officer (or the person acting in the capacity of the Chief Financial Officer), or a designee authorized by the Chief Financial Officer to act on his or her behalf.

“*EMMA*” means the Electronic Municipal Market Access system maintained by the MSRB.

“*Event Notice*” means a notice for any of the events listed in the Rule.

“*Financial Advisor*” means an individual or firm providing financial advice to the District, including a municipal advisor.

“*Financial Obligation*” means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule. The terms used in the definition of Financial Obligation have the meanings ascribed to them in 83 F.R. 44700 (Aug. 31, 2018).

“*Financial Obligations Master List*” means a list of the District’s existing Financial Obligations. The Financial Obligations Master List should include for each Financial Obligation listed such terms of the Financial Obligation as may be necessary to comply with the information reporting requirements of event (15) under the Rule and monitoring requirements of event (16) under the Rule. The Financial Obligations Master List should be updated on a continuing basis upon incurrence of each new Financial Obligation or modification of an existing Financial Obligation.

“*Financing Group*” means the members of the DWG, Bond Counsel, the Financial Advisor, the Underwriter, counsel to the Underwriter, and any other party engaged by the District to assist in the offer, placement, and sale of the bonds or municipal securities described in an Offering Document.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“Offering Documents” means all preliminary and final official statements, offering memoranda and other materials prepared by or for the District, together with any amendments or supplements thereto, for use in connection with the offering of notes, bonds, other municipal securities, or other obligations of the District subject to the antifraud provisions of federal securities law.

“Required Date” means the latest date or dates after the end of the District’s fiscal year when the Audited Financial Statements and Annual Report are required to be filed with the MSRB under the District’s Continuing Disclosure Undertakings, as identified by the Continuing Disclosure Undertakings Master List.

“Rule” means Securities and Exchange Commission Rule 15c2-12, adopted pursuant to the Securities Exchange Act of 1934, 17 CFR § 240.15c2-12, as amended from time to time.

“Underwriter” means the broker, dealer, or municipal securities dealer offering or placing the bonds or other municipal securities described in the Offering Documents to or with investors.

II. DISCLOSURE WORKING GROUP

A. DWG CHAIR RESPONSIBILITIES

The DWG Chair is responsible for oversight of compliance with these Procedures. The DWG Chair is the leader of the DWG.

The DWG Chair may designate staff or engage the Financial Advisor, Bond Counsel or other professional to assist in the execution of his or her responsibilities under these Procedures.

B. DWG RESPONSIBILITIES

The DWG is responsible for compliance with these Procedures and promoting compliance with federal securities laws.

The DWG shall meet (which meeting may be by phone or electronic means) not less than annually to fulfill its obligations under these Procedures. The DWG shall also meet (which meeting may be by phone or electronic means) prior to the posting of any Disclosure Document relating to the issuance of bonds. The DWG is encouraged to provide suggestions to improve these Procedures and the Disclosure Documents. The DWG may consult with Bond Counsel, the Financial Advisor, and the Auditor as necessary in connection with carrying out their obligations under these procedures.

Contributors, staff, and officials must cooperate with the DWG and provide the DWG with any information, assurances or certifications that it deems necessary to ensure that the Disclosure Documents are accurate and complete in all material respects.

III. DISCLOSURE PROCEDURES

A. PRIMARY DISCLOSURE

The following process will be used in connection with reviewing the form and content of Offering Documents and any supplements thereto.

1. DWG CHAIR

- The DWG Chair will coordinate with the members of the DWG to: (i) ensure that all appropriate members of the DWG are included on the distribution lists of the Financing Group, (ii) assign portions of the Offering Documents, including appendices, to members of the DWG or Contributors with responsibility for the financial information or operating data described therein, and (iii) assign relevant portions of the Offering Document to Bond Counsel for review.

2. OFFERING DOCUMENT REVIEW PROCESS

- Unless the District has contracted with another party to provide such services, the Financial Advisor will prepare the initial draft of the Offering Document and appendices thereto for review by the DWG and Financing Group and manage the incorporation of comments to the Offering Document received from the DWG, Contributors and the Financing Group.
- The District Treasurer, with the assistance of the Financial Advisor, will be responsible for compiling the financial information and operating data contained in the tables in the Offering Document and assigning such information and operating data to the members of District's staff with responsibility for such financial information or operating data for review and comment.
- If the Offering Document will be a "final official statement" as defined in the Rule, the District Treasurer will be responsible for coordinating, with the assistance of the Financial Advisor, a review of the District's compliance with its Continuing Disclosure Undertakings for the past five years and reviewing the information regarding the same in the Offering Document. Such review shall include a review of the Continuing Disclosure Master List, the Financial Obligation Master List, and the District's filings with EMMA for the preceding five years to determine whether any failures to comply have occurred. The DWG will consider any identified failures to comply and may consult with Bond Counsel regarding whether the disclosure of any such failures is required in the Offering Document and the contents of any such disclosure. To the extent practicable, remedial filings with respect to any such failures to file shall be prepared and filed in accordance with these Procedures.
- The District's in-house General Counsel will review and, if necessary, consult with District staff and other consultants or attorneys regarding disclosures contained in the Offering Document related to litigation, ongoing investigations and other general legal matters.
- The Chief Financial Officer or his or her designee, with the assistance of the DWG, will be available to respond to diligence questions during the preparation of the Offering Documents.
- Bond Counsel will review and comment on disclosures related to the order or resolution authorizing the debt obligations, the description of the continuing disclosure undertaking, and federal income tax considerations contained in the Offering Document.
- The DWG will consult with Contributors and other appropriate District officials, the Auditor, the Financial Advisor, Bond Counsel, and other outside consultants, if necessary, regarding the disclosure in the Offering Documents.
- The DWG must approve the final version of an Offering Document prior to the approval or execution of the Offering Document by the DWG Chair or other District Official or the posting or distribution of the Offering Document when such approval or execution is not required. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the Offering Document (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

- Approval of an Offering Document shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the DWG with responsibility for the disclosure provided in the Offering Document. The DWG Chair should retain the written sign-offs received from such members of the DWG in accordance with the District's records retention policy. In circumstances in which approval or execution by the District or a District official other than the DWG Chair is not required, the DWG Chair will authorize the distribution of the Offering Document.
- If requested by the Board of Trustees or any District official signing the Offering Document or approving its use, the DWG Chair will certify that (i) the Offering Document has been prepared in accordance with these Procedures and (ii) to the knowledge of the DWG and the DWG Chair, the Offering Document is accurate and complete in all material respects and does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading. This process may occur with respect to: (1) posting or other distribution of (i) a preliminary Offering Document, and deeming final thereof, (ii) a final Offering Document, and (iii) any supplement or amendment to a preliminary or final Offering Document, and (2) execution of (i) any purchase agreement or (ii) closing document by an District official containing a representation, warranty, or certification that the Offering Document is accurate and complete in all material respects and does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading.
- The DWG Chair will keep a record of the members of the DWG, the Financing Group, Contributors or other outside consultants that reviewed, drafted, approved or certified the Offering Document.

3. REPORT TO THE BOARD OF TRUSTEES

- Following each transaction pricing and the posting of the final official statement, the DWG will provide the Board of Trustees with a summary of the pricing, a copy of the final official statement containing the Continuing Disclosure Undertaking entered into in connection with such transaction, and a statement that the Offering Documents for the transaction were prepared in accordance with these Procedures.

B. CONTINUING DISCLOSURE

In connection with the issuance of municipal securities, the District has entered into (and in the future may enter into) a Continuing Disclosure Undertaking for the benefit of the holders and beneficial owners of the municipal securities of each such issuance, as required by the Underwriters in accordance with the Rule. The District is required to comply with these Continuing Disclosure Undertakings for so long as it remains obligated to advance funds to pay or support the municipal securities covered by the respective Continuing Disclosure Undertaking.

Under the Continuing Disclosure Undertakings, the District is obligated to provide (1) annual financial information consisting of (i) Audited Financial Statements and (ii) the Annual Report on or before the date specified in the Continuing Disclosure Undertaking, and notice of any failure to provide such annual financial information, and (2) in a timely manner, notice of any of the events specified in the Continuing Disclosure Undertaking to the MSRB by means of the EMMA system.

The District Treasurer will maintain the Continuing Disclosure Undertakings Master List of the District.

1. AUDITED FINANCIAL STATEMENTS

- The Director of Finance will work with relevant officials of the District to assure that the engagement letter with the Auditor requires completion and delivery by the Auditor of the District's annual Audited Financial Statements with sufficient time to permit the presentation to and acceptance by the District of the Audited Financial Statements and for the DWG to review and incorporate data and other information provided therein into the Annual Report prior to the respective Required Date.
- The Financial Advisor will file the Audited Financial Statements with EMMA upon availability or together with the Annual Report, provided such filing occurs on or before the respective Required Date. The Director of Finance or his or her designee shall be responsible for confirming that such filings have been made.
- If the Audited Financial Statements are not available by the Required Date, the Director of Finance will (i) if required under the District's Continuing Disclosure Undertakings, arrange for the review by the DWG and filing of unaudited financial statements with such cautionary statements and disclaimers as may be appropriate on or before the Required Date or as soon as practicable thereafter, and (ii) coordinate with Bond Counsel and the Financial Advisor for the drafting of and with the Financial Advisor for the filing of an Event Notice, in conformity with the failure to file notice provisions of the Continuing Disclosure Undertakings, stating that the Audited Financial Statements are not yet available and will not be filed by the Required Date. When the Audited Financial Statements become available, the Director of Finance shall make arrangements with the Financial Advisor for the filing of such Audited Financial Statements on EMMA and confirm that such filing was made.

2. ANNUAL REPORT

- The Director of Finance, with the assistance of the Financial Advisor, will schedule the preparation and drafting of the Annual Report with the DWG in time to file the Annual Report on or before the Required Date.
- The Director of Finance, with the assistance of the Financial Advisor, will assign drafting portions of the draft Annual Report, as appropriate, to DWG members and Contributors with responsibility for the financial information or operating data described therein.
- The DWG will review, comment on, and revise the initial and any subsequent drafts of the Annual Report; check, confirm and include or incorporate by reference, as appropriate, information contained in the Audited Financial Statements, and such other reports as required; and consult with appropriate staff and officials, the Auditor, Bond Counsel, the Financial Advisor and other outside consultants, if necessary, regarding the disclosure in the Annual Report.
- The DWG must approve of the final version of the Annual Report. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the Annual Report (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

- Prior to releasing the Annual Report, the DWG Chair must receive written sign-off (which may be delivered by email) from each member of the DWG with responsibility for the disclosure provided in the Annual Report. The DWG Chair should retain the written sign-offs received from such members of the DWG in accordance with the District's records retention policy.
- If the Annual Report is not available by the Required Date, the Director of Finance shall coordinate with Bond Counsel and the Financial Advisor for the drafting of and with the Financial Advisor for the filing of an Event Notice, in conformity with the failure to file notice provisions of the Continuing Disclosure Undertakings, stating that the Annual Report is not yet available and will not be filed by the Required Date. When the Annual Report becomes available, the Director of Finance shall make arrangements with the Financial Advisor for the filing of such Audited Financial Statements on EMMA and confirm that such filing was made.

3. EVENT NOTICES

In its Continuing Disclosure Undertakings, the District is obligated to file notices of certain events on EMMA in a timely manner (in certain undertakings within ten business days) after the occurrence of the event, as set forth in the Continuing Disclosure Undertakings Master List. While the list of required event notices required under the District's Continuing Disclosure Undertakings has varied with changes in the Rule, a copy of the events for which event notices are required under the District's most recent Continuing Disclosure Undertakings and reflecting the amendments to the Rule that became effective in 2019 is attached hereto as **Attachment #1**.

A. EVENT NOTICES – GENERAL

- Each member of the DWG is expected to have an understanding of the events listed in the Continuing Disclosure Undertakings, as described in the Continuing Disclosure Undertakings Master List.
- At all times a DWG member is required to notify the DWG Chair if he or she becomes aware of any event or potential for the occurrence of an event described in the Continuing Disclosure Undertakings Master List that may require the filing of an Event Notice.
- The DWG shall identify District departments responsible for information relating to the District's Continuing Disclosure Undertakings and Event Notices. The DWG shall require all departments in the District to promptly notify the DWG regarding the occurrence of any event or the potential occurrence of an event triggering a requirement to file an Event of Default.
- Upon notification of the occurrence of an event or potential occurrence of an event that may require filing of an Event Notice, the DWG Chair will confer with members of the DWG, as well as District staff, Bond Counsel, the Financial Advisor and other outside consultants, if necessary, to determine whether an event has occurred and, if necessary, draft or assign the drafting of the Event Notice in sufficient time to allow the District to meet its continuing disclosure obligations described in the Continuing Disclosure Undertakings Master List.
- The DWG Chair will provide the DWG with a draft of the Event Notice and the DWG will review, revise, and comment on initial and revised drafts of the Event Notice. The DWG will consult with Contributors and other

appropriate District staff and officials, the Auditor, Bond Counsel, the Financial Advisor and/or other outside consultants they deem necessary regarding the Event Notice.

- Before final approval, the DWG must determine that the material facts described in the Event Notice are consistent with those known to the DWG, and that the final version of the Event Notice (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.
- Prior to releasing the Event Notice, the DWG Chair must receive written sign-off (which may be delivered by email) from each member of the DWG with responsibility for the disclosure provided in the Event Notice. The DWG Chair should retain the written sign-offs received from such members of the DWG in accordance with the District's records retention policy.
- If the DWG becomes aware of an Event Notice that was not filed, the DWG Chair will follow the process described above to promptly file such Event Notice.

B. EVENT NOTICES – FINANCIAL OBLIGATIONS

Beginning February 27, 2019, in connection with any primary offering subject to the Rule, the District will be required to include in Continuing Disclosure Undertakings an agreement to file, not in excess of ten business days, an Event Notice for: (15) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties. The terms used in events (15) and (16) shall have the meanings ascribed to them in 83 F.R. 44700 (Aug. 31, 2018).

- Each member of the DWG is expected to have an understanding of new events (15) and (16) under the Rule.
- The DWG will, in consultation with Bond Counsel and the Financial Advisor, be responsible for: (i) identifying existing material Financial Obligations; (ii) tracking new material Financial Obligations, including amendments thereto; and (iii) monitoring Financial Obligations for events which may reflect financial difficulties.
- To assist in monitoring compliance with new events (15) and (16), the DWG Chair and the DWG will create the Financial Obligations Master List, with the assistance of the Financial Advisor, Bond Counsel, and other outside consultants, as the DWG Chair and DWG deem appropriate.
- The DWG Chair will maintain and update the Financial Obligations Master List, and upon approval of the DWG and the District, may retain a Financial Advisor or other outside consultants, as may be necessary, to effectively maintain and continuously update such Master List as well as to make all filings required to be made by the District under the Continuing Disclosure Undertakings.

- The DWG Chair shall review District agenda items in order to identify potential Financial Obligations (or a modification of an existing Financial Obligation) and shall follow-up with the individual responsible for the agenda item to determine if the item rises to the level of disclosure. For purposes of this section, at a minimum, items to be considered by the DWG as a potential “Financial Obligation” shall include, but are not limited to:
 1. A debt obligation;
 2. A derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation;
 3. A guarantee of (1) or (2);
 4. A financing agreement, financing lease or energy savings performance contract where the District effectively borrows money at a rate of interest for the purchase of vehicles and equipment and pays back such borrowing over a number of years;
 5. A line of credit, credit agreement or commercial paper program; and
 6. Any other instrument that contains “debt-like” features or terms.
 - 7.
- The DWG shall review all potential Financial Obligations for materiality and recommend to the DWG chair whether filing is required. For purposes of this section, a determination as to the materiality of a potential Financial Obligation involves a determination as to whether a financial obligation or the terms of a financial obligation, if they affect security holders, would be important, to the total mix of information made available to a reasonable investor when making an investment decision.
- At all times the DWG members are required to notify the DWG Chair if they become aware of the occurrence or potential occurrence of events, amendments or new agreements, or other items that would constitute new events (15) and (16) under the Rule. If a DWG member provides such notice or the DWG Chair otherwise becomes aware of such actual or potential event, the DWG Chair will follow the steps under “Section IV(B)(3)(A) Event Notices – General” of these Procedures in determining whether an event has occurred and, if necessary, the drafting and filing of the Event Notice and related record-keeping.

C. VOLUNTARY FILINGS WITH EMMA

- If District staff or officials desire to file a voluntary disclosure filing on EMMA, the staff or officials must make a request to the DWG Chair describing the reason for providing a voluntary disclosure. The DWG Chair will coordinate with the DWG, Bond Counsel and the Financial Advisor to determine whether a voluntary filing is appropriate and, if so, draft or assign the drafting of the voluntary disclosure filing.
- The DWG Chair will provide the DWG with a draft of the voluntary filing and the DWG will review, revise, and comment on initial and revised drafts of the voluntary filing. The DWG will consult with Contributors and other appropriate District staff and officials, the Auditor, the Financial Advisor, Bond Counsel, and other outside consultants, if necessary, regarding the voluntary filing.
- The DWG must approve of the final version of the voluntary filing. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the voluntary filing (1) does not make any

untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

- Approval of a voluntary filing shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the DWG with responsibility for the disclosure provided in the voluntary filing. Upon receipt of sign-off from such members of the DWG, the DWG Chair shall file the voluntary filing with EMMA. The DWG Chair should retain the written sign-offs received from members of the DWG in accordance with the District's records retention policy.

D. RATING AGENCY PRESENTATIONS

- In the event officials of the District are to make a presentation to a rating agency relating to the rating of outstanding or proposed municipal securities, the DWG Chair will assign portions of the draft rating agency presentation to DWG members and Contributors with responsibility for the financial and other information to be provided therein and to Bond Counsel and the Financial Advisor, as appropriate.
- The DWG will consult with Contributors and other appropriate District staff and officials, the Auditor, the Financial Advisor, Bond Counsel, and other outside consultants, if necessary, regarding the disclosure in the rating agency presentation. The DWG will review, revise, and comment on initial and revised drafts of the rating agency presentation.
- The DWG must approve the final version of any rating agency presentation prior to delivery to a rating agency. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the rating agency presentation (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.
- Approval of a rating agency presentation shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the DWG with responsibility for the disclosure provided in the rating agency presentation. Upon receipt of sign-off from such members of the DWG, the DWG Chair shall provide the rating agency presentation to the rating agency. The DWG Chair should retain the written sign-offs received from members of the DWG in accordance with the District's records retention policy.

IV. ANNUAL REVIEW OF PROCEDURES

- Each year the DWG will conduct the Annual Review. The purpose of the Annual Review is for the DWG to evaluate the design, operation and effectiveness of these Procedures.
- Following the Annual Review, the Procedures will be submitted to the Board of Trustees for review. If the DWG recommends any substantive amendment to these Procedures, the DWG Chair will prepare a written summary of such amendment and deliver such summary to the Board of Trustees together with the recommendations of the DWG. Any amendments to the Procedures will be discussed with Bond Counsel.
- In addition to a recommendation to amend these Procedures made in the Annual Review, the DWG, the DWG Chair, and any official or staff involved in preparing or approving the Disclosure Documents may at any time recommend an amendment to the Procedures.

- Following receipt of the recommendation for an amendment, the DWG will convene a meeting (which may be by phone or electronic means) to discuss the proposed amendment and determine whether such amendment should be approved. Any amendments to the Procedures will be discussed with Bond Counsel. If the DWG recommends that the Board of Trustees make any substantive amendment to these Procedures, the DWG Chair will prepare a written summary of such amendment and deliver such summary to the Board of Trustees together with the recommendations of the DWG.

V. PERIODIC TRAINING

- The District will provide Periodic Training for all staff and officials involved in preparing or approving the Disclosure Documents, including members of the DWG authorizing or participating in the preparation of or approval of any Offering Document for dissemination. The Periodic Training should be prepared by or with the assistance of Bond Counsel.
- The Periodic Training will generally include an overview of these Procedures, the disclosure obligations of the District under federal and state securities laws, and the responsibilities and potential liabilities of the staff and officials involved in preparing or approving the Disclosure Documents.
- All staff and officials involved in preparing or approving the Disclosure Documents are required to attend the Periodic Training or obtain comparable training approved by the DWG Chair.
- The DWG Chair will keep a record of those that attend the Periodic Training and maintain such record in accordance with these Procedures.

VI. INTERNAL USE ONLY

These Procedures are intended for internal use only and are not intended to establish any duties in favor of or rights of any person other than the District.

Attachment #1

Example Event Notice Requirements (Reflecting Amendments to the Rule that Became Effective on February 27, 2019)

Event Notices.

- (a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:
- (1) Principal and interest payment delinquencies;
 - (2) Non-payment related defaults, if material;
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) Substitution of credit or liquidity providers, or their failure to perform;
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) Modifications to rights of the holders of the Bonds, if material;
 - (8) Bond calls, if material, and tender offers;
 - (9) Defeasances;
 - (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
 - (11) Rating changes;
 - (12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

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- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.”

The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data (i.e. Annual Reports and Audited Financial Statements) in accordance with the requirements of the applicable Order. All documents provided to the MSRB should be accompanied by identifying information as prescribed by the MSRB.

Additionally, if the District changes its fiscal year, it must notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide its Annual Reports and Audited Financial Statements.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: 2025-26 Investment Strategy Review		
Board Policy: CDA (Legal)		District Priority: Priority 3
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item. <input type="checkbox"/> Reviewed by Deputy Superintendent <input checked="" type="checkbox"/> Reviewed by Chief of Staff		

Recommendation
Consideration and approval of a resolution for the district’s investment strategy and authorization of investment brokers for the District.

Summary/Background									
<p>The Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code, governs the rules and regulations regarding the District’s investment of funds. PFIA requires the Board to review the District’s investment strategy at least annually.</p> <p>The District is required to invest its funds in accordance with PFIA and provide guidance to potential investors with respect to the types and amounts of allowable instruments. The Government Treasurer’s Organization of Texas (GTOT) recognized the District’s investment strategy as a best practice in August 2024 for the sixth consecutive bi-annual period. The attached Resolution approves the attached investment strategy that is recommended.</p> <p>The table below reflects the changes made to the Investment Strategy.</p> <table border="1"> <thead> <tr> <th>Page</th> <th>Change</th> <th>Rationale</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>Add verbiage for Maximum Percentages</td> <td>Clarify when the maximum percentages are calculated on the portfolio</td> </tr> <tr> <td>9</td> <td>Change the Maximum Percentage of Investment Portfolio for Local Government Investment Pools from 65% to 75%</td> <td>As market conditions continue to change, the local government investment pools offer competitive interest rates and daily access to the District’s funds.</td> </tr> </tbody> </table>	Page	Change	Rationale	8	Add verbiage for Maximum Percentages	Clarify when the maximum percentages are calculated on the portfolio	9	Change the Maximum Percentage of Investment Portfolio for Local Government Investment Pools from 65% to 75%	As market conditions continue to change, the local government investment pools offer competitive interest rates and daily access to the District’s funds.
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Fort Bend Independent School District

PFIA also requires the District to obtain Board of Trustee approval of authorized brokers annually. Prior to purchasing government securities, the District takes quotes from a minimum of three brokers. Staff recommends the following five brokers/dealers as firms that provide competitive pricing and yield for prospective investments:

BOSC, Inc.
FHN Financial
Hilltop Securities, Inc.

Mischler Financial Group
PNC Capital Markets LLC

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

A RESOLUTION ADOPTING INVESTMENT STRATEGY

WHEREAS, the Public Funds Investment Act codified in Government Code Chapter 2256 governs local government investments; and

WHEREAS, the Public Funds Investment Act (Section 2256.005a), as amended, requires the Fort Bend Independent School District to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investments of funds under its control; and

WHEREAS, the Public Funds Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT THAT:

The District has complied with the requirements of the Public Funds Investment Act and the Investment Strategy, with the changes attached hereto, is hereby adopted as the Investment Strategy of the District effective September 22, 2025.

APPROVED and ADOPTED on the _____ day of _____ 2025.

FORT BEND INDEPENDENT SCHOOL DISTRICT

Kristin K. Tassin
President, Board of Trustees

ATTEST:

Dr. Shirley Rose-Gilliam
Secretary, Board of Trustees

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

POLICY

The Fort Bend Independent School District (the District) shall invest funds in a manner that will provide the maximum security and the best commensurate yield while meeting the daily cash flow demands of the District and conforming to all federal, state and local statutes, rules and regulations governing the investment of public funds including the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. This Strategy sets forth the investment program of the District and the guidelines to be followed in achieving its objectives.

Not less than annually, the Fort Bend Independent School District Board of Trustees shall adopt a written instrument by resolution stating that it has reviewed the Investment Strategy and that the written instrument so adopted shall record any changes made.

SCOPE

This strategy governs the investment of all funds of the District except those that are not directly managed by the authority of the Board of Trustees. This Strategy shall be made available to anyone who has management responsibility for any District funds, and in the absence of their specific investment strategy, or not otherwise being governed by state law, this Strategy shall prevail.

Funds covered by this Strategy are as follows:

GENERAL FUNDS	This fund usually includes transactions as a result of revenues from local maintenance taxes, payments in lieu of taxes, foundation entitlements, and other Foundation School Program sources.
SPECIAL REVENUE FUNDS	Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.
DEBT SERVICE FUNDS	A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.
CAPITAL PROJECTS FUNDS	A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.
ENTERPRISE FUNDS	This fund is used to accounts for business type activities including the operations of extended day and facility rentals.
INTERNAL SERVICE FUNDS	Internal service funds are a proprietary fund accounted for on the accrual basis.
TRUST AND AGENCY FUNDS	This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, nonexpendable trust funds, pension trust funds and agency funds.

Funds not covered by this Strategy are as follows:

TEXAS TEACHER RETIREMENT FUND

All employees of Fort Bend Independent School District employed for one-half or more of the standard work load, and who are not exempted from membership under Texas Government Code, Title I, Subtitle C Section 822.002, are required to participate in the Teacher Retirement System of Texas (the "System"), a multiple-employer public employee retirement system ("PERS"). It is a cost-sharing PERS with one exception - all risks and costs are not shared by the District, but are the liability of the State of Texas, as such, all investments are maintained by the Teacher Retirement System.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

PENSION PLAN FOR EMPLOYEES

Fort Bend ISD has established a Deferred Compensation FICA Alternative Plan (the FICA Alternative Plan) for non-TRS Employees, which is a single-employer contribution plan giving retirement benefits to employees who are not eligible to participate in TRS. FBISD has also established an Employee Incentive Plan which is an employer contribution retirement plan established under section 401(a) of the Internal Revenue Code. Such plans are not subject to the rules and regulations surrounding the Public Funds Investment Act. The investments of these plans are managed by the district's third-party administrator in accordance with the plan document.

OBJECTIVE

Investment of the funds covered by this Strategy shall be governed by the following investment objectives, in the order of priority:

- SAFETY:** Safety of principal is the primary objective of the Investment Strategy. Investment of the District's funds shall be undertaken in a manner that seeks to ensure the preservation of capital for the overall portfolio. To attain this objective, investment in only high-quality securities and diversification are required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- LIQUIDITY:** The District's investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements that might be reasonably anticipated.
- YIELD:** The District's investment portfolio shall be designed with the objective of attaining the best yield, throughout budgetary and economic cycles, commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall monitor the rating of all investments and collateral at least quarterly and shall include the ratings in the regular investment report. The ratings may be obtained from one of the following nationally recognized rating companies: Standard & Poor's, Fitch, Moody, or any other nationally recognized company.

DELEGATION OF AUTHORITY

The Chief Financial Officer, under the direction and authority of the Board of Trustees shall direct the cash management program of the District as defined in CDA Legal and CDA Local. Pursuant to Chapter 2256.005 of the Texas Government Code, the Board of Trustees shall designate the Chief Financial Officer, Executive Director of Finance, Director of Finance, and District Treasurer as investment officers responsible for the investment of its funds, under the direction and authority of the Board of Trustees.

The District's investment officers shall establish written procedures for the operation of the investment program consistent with this Investment Strategy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Strategy and the written procedures. Authority granted to a person to invest the District's funds is effective until rescinded or until termination of the person's employment by the District. The investment officers shall be responsible for all transactions undertaken and shall establish a system of controls, to be reviewed by the District's Internal Auditor, to regulate the activities of subordinate officials. The investment officers shall possess sufficient working knowledge of economics and securities markets, as well as the supervisory experience and judgment necessary to carry out the responsibilities outlined in this Strategy.

PRUDENCE

The governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity and shall ensure that investments shall be made with judgment and care – under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the Investment Strategy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and, whether the investment decision was consistent with the District's Investment Strategy and written investment procedures.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the Investment Strategy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

- the officer or employee owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- funds received by the officer or employee from the business organization exceed 10 percent of his/her gross income for the previous year; or
- the officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account.
- the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

CAPABILITY OF INVESTMENT MANAGEMENT

The District shall provide periodic training in investments for the investment personnel through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the District's investment personnel making investment decisions in compliance with the PFIA.

TRAINING

The Investment Officers and the persons authorized to execute investment transactions shall receive not less than 8 hours of instruction relating to investment responsibilities every two fiscal years that begins on the first day of the District's fiscal year of the two consecutive fiscal years after that date. Newly appointed Investment Officers shall receive not less than 10 hours of instruction within 12 months after taking office or assuming duties. Investment training courses will be received through an independent source, including but not limited to the Government Treasurer's Organization of Texas, University of North Texas Center for Public Management, Region IV Education Service Center, Harris County Department of Education, Texas Association of School Business Officials, Texas Association of School Boards, and any other source meeting the criteria outlined in the Public Funds Investment Act.

AUTHORIZED AND SUITABLE INVESTMENTS

District funds governed by this Strategy may be invested in the instruments described below, all of which are authorized by Chapter 2256 of the Government Code (Public Funds Investment Act). However, investments in instruments other than government securities shall be made only if the yield is equal to or greater than the bond equivalent yield on U.S. Treasury obligations of comparable maturity.

Investments not listed below, including any of the following are strictly prohibited:

- Mortgage obligations
 - (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
 - (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index
- Reverse repurchase agreements
- Corporate bonds issued by domestic business entities.

In addition, the purchase of specific issues may at times be restricted or prohibited by the Chief Financial Officer due to current market conditions.

An investment that requires a minimum rating under this section does not qualify as an authorized investment during the period the investment does not have the minimum rating. The District shall take all prudent measures consistent with this Investment Strategy to liquidate an investment that does not have the minimum rating.

- Direct obligations of the United States of America.
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States of America.
- Direct obligations of the State of Texas or its agencies, which are unconditionally guaranteed or insured by the full faith and credit of the State of Texas.
- Obligations of other school districts which are unconditionally guaranteed by the Permanent School Fund.
- Obligations of cities, counties, and other political subdivision located in the state of Texas rated with an investment quality not less than A or its equivalent.
- Direct obligations of the following United States agencies and instrumentalities including, but not limited to:
 - Federal Farm Credit System
 - Federal Home Loan Bank System
 - Federal Home Loan Mortgage Corp.
 - Federal National Mortgage Association
 - Federal Agricultural Mortgage Corporation
- Fully collateralized Certificates of Deposit/Share Certificates of a depository institution or a broker (selected from a list adopted by the investing entity) with a main office or branch located in the state of Texas provided that they:
 - are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
 - have a stated maturity of 365 days or fewer from the date of its issuance; and
 - is not rated less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies; or
 - one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issues by a bank organized and existing under the laws of the United States or any state.
 - are secured by obligations of the United States government described above.
- Repurchase Agreement, approved by the District's Board of Trustees, which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination and provided the repurchase agreement:
 - has a defined termination date;
 - is secured by obligations of the U.S. Treasury;
 - requires the securities being purchased by the District to be assigned to the District, held in the District's name, and deposited at the time the investment is made with the District or with a third party selected and approved by the District; and
 - is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state, and which is rated no less than A or its equivalent by two nationally recognized rating services.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

- Commercial Paper provided:
 - has a stated maturity of 365 days or fewer from the date of issuance;
 - is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized rating services or by one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
- No-load money market mutual funds that are registered with and regulated by the Securities and Exchange Commission that:
 - have a dollar-weighted average stated maturity of 90 days or fewer;
 - seek to maintain a stable net asset value of \$1 per share;
 - are rated not less than Aaa/AAA, Aaam/AAAm or an equivalent rating by at least one nationally recognized rating service; and
 - have provided the District with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

Investments will be made in a money market mutual fund only after a thorough investigation of the fund and collective approval by the District's designated investment officers who shall, at least annually, review, revise and adopt a list of approved funds.

- Local government investment pools, created to function as money market mutual funds, organized in conformity with Chapter 791 (Inter Local Cooperation Contracts Act) and Chapter 2256 (Public Funds Investment Act) of the Government Code that:
 - have a dollar-weighted average stated maturity of 90 days or fewer;
 - seek to maintain a stable net asset value of \$1 per share;
 - are rated not less than Aaa/AAA or an equivalent rating by at least one nationally recognized rating service; and
 - have provided the District with an offering circular and other information required by the Public Funds Investment Act.
- Local government investment pools that do not meet the requirements of one that is created to function as a money market mutual fund must:
 - maintain a maximum average dollar weighted maturity that does not exceed 365 days, or 366 days in the case of a leap year,
 - provide a fixed interest rate and fixed maturity term for each pool position,
 - be rated not less than Aaa/AAA, Aaam/AAAm or an equivalent rating by at least one nationally recognized rating service; and
 - have provided the District with an offering circular and other information required by the Public Funds Investment Act.

To become eligible, investment pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended; and be approved by District Board of Trustees action. Investments will be made in a local government investment pool only after a thorough investigation of the pool and approval by the Investment Committee which shall, at least annually, review, revise and adopt a list of approved pools.

AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS

The Board of Trustees, in consultation with the Superintendent and the Investment Officers, shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in investment transactions with the District. In order to be considered those firms that desire to become qualified bidders for investment transactions will be required to provide information regarding creditworthiness, experience and reputation and must have a main office or a branch office in Texas. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

A written copy of this Investment Strategy shall be presented to any person offering to engage in an investment transaction with the District. Investments shall only be made with those business organizations (including money market mutual funds

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

and local government investment pools) that have provided the District with a written instrument executed by a qualified representative of the firm, acknowledging that the business organization has:

- received and reviewed the District's Investment Strategy; and
- implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District's Investment Strategy, except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards.

SELECTION OF DEPOSITORY

The Board of Trustees shall select and designate a depository institution in accordance with Texas Education Code 45.202. The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized competitive process in response to the District's request for proposal (RFP) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, controlled disbursement, positive pay account with vendor recognition, controlled ACH disbursement, overnight sweeps, and purchasing card capabilities.

The District shall have the discretion to determine the time span for requesting proposals for the depository contract; however, a six-year period will be the maximum length of time between competitive processes.

COMPETITIVE BIDDING

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

- transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates); or,
- automatic overnight "sweep" transactions with the District Depository; or,
- brokers that are exclusive for the sale

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

COLLATERALIZATION

The District requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secured in accordance with the requirements of state law. Financial institutions serving as District depositories will be required to sign a Depository Agreement with the District which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution and conditions for agreement termination.

The District requires that all securities purchased under the terms of a repurchase agreement be assigned to the District in accordance with state law. Dealers and financial institutions wishing to transact repurchase agreements with the District will be required to sign the District's Master Repurchase Agreement which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution, and conditions for agreement termination.

Collateral will always be held by an independent third party with which the District has a current custodial agreement and shall be reviewed at least monthly to ensure that the market value of the pledged securities is adequate. Eligible collateral and collateral ratios are as follows:

**FORT BEND INDEPENDENT SCHOOL DISTRICT
INVESTMENT STRATEGY**

ELIGIBLE COLLATERAL	COLLATERAL RATIOS
1. Direct obligations of the United States of America which includes Treasury bills, bonds and notes.	100%
2. Agency bonds/notes which include obligations of the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Housing Administration, Federal Home Loan Mortgage Corporation.	100%
3. Letter of Credit issued by a Federal Home Loan Bank	100%

SAFEKEEPING AND CUSTODY

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All trades will be executed by delivery vs. payment (DVP), except local government investment pool and mutual fund transactions to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the collateral.

INVESTMENT STRATEGIES

The District maintains separate portfolios for individual funds that are managed according to the terms of this Strategy and the following corresponding investment strategies:

- ensure safety of principal by investing only in high-quality securities for which a strong secondary market exists;
- ensure that anticipated cash flows are matched with adequate investment liquidity;
- limit market and credit risk through diversification.

SALE OF SECURITIES

The District's strategy is to hold securities to maturity. However, securities may be sold:

- in order to minimize the potential loss of principal on a security whose credit quality has declined; or
- in order to swap into another security which would improve the quality, yield, or target duration of the portfolio; or
- in order to meet unanticipated liquidity needs of the portfolio.

EXEMPTION OF EXISTING INVESTMENTS

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy. The District is not required to liquidate investments that were authorized investments at the time of purchase.

ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than sixty days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issues.

**FORT BEND INDEPENDENT SCHOOL DISTRICT
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The District’s investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

DIVERSIFICATION AND MAXIMUM MATURITIES

The District’s investment portfolios, in aggregate, will be diversified to limit market and credit risk by observing the following limitations at each month-end:

SECURITY	MAXIMUM STATED MATURITY	ISSUER LIMITATIONS	FUNDS AUTHORIZED
U.S. TREASURIES	2 years	100% of the total portfolio may be invested in obligations of the U.S. Treasury.	General Fund Special Revenue Fund Debt Service Fund Capital Projects Fund
U.S. AGENCIES / INSTRUMENTALITIES	2 years	No more than 60% of the total portfolio may be invested in the obligations of any one issuer. The District may not own more than 10% of any single issue.	General Fund Special Revenue Fund Debt Service Fund Capital Projects Fund Internal Service Fund
OBLIGATIONS OF STATES, AGENCIES, COUNTIES, CITIES & OTHER POLITICAL SUBDIVISIONS	2 years	No more than 60% of the total portfolio may be invested in the obligations of any one issuer rated A or higher by a nationally recognized rating firm. The District may not own more than 10% of any single issue.	General Fund Special Revenue Fund Debt Service Fund Capital Projects Fund Internal Service Fund
REPURCHASE AGREEMENTS	30 days	No more than 15% of the portfolio may be invested with one counterpart (Note 1).	General Fund Capital Projects Fund
MONEY MARKET MUTUAL FUNDS	NA	The District may not invest more than 30% of the District’s investment portfolio in any one fund.	General Fund Special Revenue Fund Debt Service Fund Capital Projects Fund Enterprise Funds Internal Service Fund Trust and Agency Fund
LOCAL GOVERNMENT INVESTMENT POOLS	NA	The District may not invest more than 35% of the District’s local government investment pool total in any one local government investment pool.	General Fund Special Revenue Fund Debt Service Fund Capital Projects Fund Enterprise Funds Internal Service Fund Trust and Agency Fund
COMMERCIAL PAPER	365 days	The District may not invest more than 10% of the District’s investment portfolio in any one fund.	General Fund Capital Projects Fund Debt Service Fund
CERTIFICATES OF DEPOSIT	1 year	The District may not invest more than 40% of the District’s investment portfolio in collateralized certificates of deposit. Each CD may not exceed \$25 million in any one depository at any given time.	General Fund Special Revenue Fund Debt Service Fund Capital Projects Fund Enterprise Funds Internal Service Fund Trust and Agency Fund

**FORT BEND INDEPENDENT SCHOOL DISTRICT
INVESTMENT STRATEGY**

In addition to the above limitations the District’s Investment Portfolio shall be diversified by market sector as follows:

MARKET SECTOR	MAXIMUM PERCENTAGE OF INVESTMENT PORTFOLIO
U.S. TREASURIES	100%
U.S. AGENCIES/INSTRUMENTALITIES FIXED-RATE NOTES	60% (maximum 15% callable)
U.S. AGENCIES/INSTRUMENTALITIES DISCOUNT NOTES	60%
OBLIGATIONS OF THE STATE OF TEXAS OR ITS AGENCIES	20%
OBLIGATIONS OF OTHER LOCAL SCHOOL DISTRICTS BACKED BY THE PERMANENT SCHOOL FUND	25%
REPURCHASE AGREEMENTS	15%
MONEY MARKET MUTUAL FUNDS	60%
LOCAL GOVERNMENT INVESTMENT POOLS	75%
COMMERCIAL PAPER	10%
CERTIFICATES OF DEPOSIT	40%

Note 1: With respect to bond proceeds and other bond funds, the District may specifically authorize investments in repurchase agreements with maturities in excess of 30 days subject to any required approvals from bond insurers and the Board of Trustees.

Note 2: Under adverse market conditions, the District may deviate from the limitations outlined above for periods of 90 days or less, with the Superintendent’s approval, in order to sufficiently maintain safety and liquidity.

Note 3: For Long-Term Variable Rate Securities for which the principal amount is scheduled to be paid in more than 397 calendar days, that is subject to a Demand Feature, the maximum “stated maturity date” may not exceed the maximum date allowed by law and for purposes of this policy, the “maturity date” shall be the date the principal amount can be recovered through demand and in no case shall the “maturity date” exceed two years.

REPORTING

Investment performance is regularly monitored by investment staff and reported to the Board of Trustees. Month-end market prices on each security are obtained from the District’s investment software database that receives its information from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices are recorded in the District’s portfolio database and included in all management reports as well as the District’s Comprehensive Annual Financial Report.

Not less than quarterly the Investment Officers will submit to the Board of Trustees a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

- describe in detail the investment and accrued interest receivable position of the District on the date of the report;
- be prepared jointly by all investment officers of the District;
- be signed by each investment officer of the District (Electronic signatures are allowed based on Board Policy CQ (Local));
- state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- state the maturity date of each separately invested asset that has a maturity date;
- state the current rating of each investment;
- state the account or fund or pooled fund group for which each individual investment was acquired; and

**FORT BEND INDEPENDENT SCHOOL DISTRICT
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- state the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this Strategy and the Public Funds Investment Act.

An independent auditor shall formally review all quarterly investment reports prepared under this section at least annually, and that auditor shall report the results of the review to District Board of Trustees.

ANNUAL COMPLIANCE AUDIT

In conjunction with the annual financial audit, a compliance audit shall be performed which includes an audit of management controls on investments and adherence to the District's established strategy.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

GLOSSARY OF TERMS

ACCRETION OF DISCOUNT: Periodic straight-line increases in the book or carrying value of a security so the amount of the purchase price discount below face value is completely eliminated by the time the bond matures or by the call date, if applicable.

ACCRUED INTEREST: The interest accumulated on a security from its issue date or since the last payment of interest up to but not including the purchase date. The purchaser of the security pays to the seller the market price plus accrued interest.

AMORTIZATION OF PREMIUM: Periodic straight-line decreases in the book or carrying value of a security so the premium paid for a bond above its face value or call price is completely eliminated.

ASK: The price at which sellers offer securities.

BARBELL MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are concentrated in both the short and long ends of the maturity spectrum.

BASIS POINT: One one-hundredth (1/100) of one percent; 0.0001 in decimal form.

BENCHMARK: A comparative base for performance evaluation. A benchmark can be a broad-based bond index, a customized bond index, or a specific objective.

BID: The price offered for securities by purchasers. (When selling securities, one asks for a bid.)

BOND EQUIVALENT YIELD: Used to compare yields available from discounted securities that pay interest at maturity with yields available from securities that pay interest semi-annually.

BOOK ENTRY SECURITIES: Stocks, bonds, other securities, and some certificates of deposit that are purchased, sold, and held as electronic computer entries on the records of a central holder. These securities are not available for purchase in physical form; buyers get a receipt or confirmation as evidence of ownership.

BOOK VALUE: The original cost of the security as adjusted for amortization of any premium paid or accretion of discount since the date of purchase.

BROKER: A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. Commissions compensate them. They are not the same as dealers; however, the same firms that act as brokers in some transactions may act as dealers in other transactions.

CALLABLE BOND: A bond that the issuer has the right to redeem prior to maturity at a specified price. Some callable bonds may be redeemed on one call date while others may have multiple call dates. Some callable bonds may be redeemed at par while others can be redeemed only at a premium.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination (over \$100,000) CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Short-term unsecured promissory notes issued by corporations for maturity specified by the buyer. It is used primarily by corporations for short-term financing needs at a rate that is generally lower than the prime rate.

CONFIRMATION: The document used to state in writing the terms of the trade that had previously been agreed to verbally.

COUPON RATE: The stated annual rate of interest payable on a coupon bond expressed as a percentage of the bond's face value.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

CREDIT RISK: The risk that (1) the issuer is downgraded to a lower quality category and/or (2) the issuer fails to make timely payments of interest or principal.

CUSIP NUMBER: A nine-digit number established by the Committee on Uniform Securities Identification Procedures that is used to identify publicly traded securities. Each publicly traded security receives a unique CUSIP number when the security is issued.

CUSTODY: The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

DEALER: A firm that buys and sells for its own account. Dealers have ownership, even if only for an instant, between a purchase from one party and a sale to another party. They are compensated by the spread between the price they pay and the price they receive. Dealers are not the same as brokers; however, the same firms that act as dealers in some transactions may act as brokers in other transactions.

DELIVERY VERSUS PAYMENT (DVP): The safest method of settling a trade involving a book entry security. In a DVP settlement, the funds are wired from the buyer's account and the security is delivered from the seller's account in simultaneous, interdependent wires.

DEMAND FEATURE: A feature of long-term variable rate securities which permits the district to reasonably expect to sell the security at a price equal to the principal amount of the security plus accrued interest, if any, at the time demand.

DEPOSITORY TRUST COMPANY (DTC): An organization that holds physical certificates for stocks and bonds and issues receipts to owners. Securities held by DTC are immobilized so that they can be traded on a book entry basis.

DERIVATIVE: A security that derives its value from an underlying asset, group of assets, reference rate, or an index value. Some derivatives can be highly volatile and result in a loss of principal in changing interest rate environments.

DISCOUNT: The amount by which the price paid for a security is less than its face value.

DISCOUNT SECURITIES: Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns, to reduce risk inherent in particular securities.

DURATION: A sophisticated measure of the weighted average maturity of a bond's cash flow stream, where the present values of the cash flows serve as the weights.

ECONOMIC CYCLE (BUSINESS CYCLE): As the economy moves through the business cycle, interest rates tend to follow the levels of production, output, and consumption - rising as the economy expands and moves out of recession and declining after the economy peaks, contracts, and heads once again into recession.

EFFECTIVE MATURITY: The average maturity of a bond, given the potential for early call. For a non-callable bond, the final maturity date serves as the effective maturity. For a callable bond, the effective maturity is bounded by the first call date and the final maturity date; the position within this continuum is a function of the call price, the current market price, and the reinvestment rate assumed.

FACE VALUE: The principal amount due and payable to a bondholder at maturity; par value. Also, the amount on which coupon interest is computed.

FAIL: The event of a securities purchase or sale transaction not settling as intended by the parties.

FAIR VALUE: The amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to-\$250,000 per depositor per insured bank for each account ownership category.

FEDERAL FARM CREDIT BANKS (FFCB): A government-sponsored corporation that was created in 1916 and is a nationwide system of banks and associations providing mortgage loans, credit, and related services to farmers, rural homeowners, and agricultural and rural cooperatives. Their respective borrowers cooperatively own the banks and associations, directly or indirectly. The Federal Farm Credit System is supervised by the Farm Credit Administration, an independent agency of the U.S. government. (See Government Sponsored Enterprise)

FEDERAL FUNDS: Monies within the Federal Reserve System representing a member bank's surplus reserve funds. Banks with excess funds may sell their surplus to other banks whose funds are below required reserve levels. Normally, Federal funds are employed in settling all government securities transactions. The Federal Funds Rate is the rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government-sponsored wholesale banks (currently twelve regional banks) which lend funds and provide correspondent banking services to member commercial bank, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank. (See Government Sponsored Enterprises)

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC OR "FREDDIE MAC"): A government-sponsored corporation that was created in July 1970, by the enactment of Title III of the Emergency Home Finance Act of 1970. Freddie Mac was established to help maintain the availability of mortgage credit for residential housing, primarily through developing and maintaining an active, nationwide secondary market in conventional residential mortgages. (See Government Sponsored Enterprises)

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. FNMA securities are highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest. (See Government Sponsored Enterprises)

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve regional banks and about 5700 commercial banks that are members of the system.

FIXED-INCOME SECURITY: A financial instrument promising a fixed amount of periodic income over a specified future time span.

GOVERNMENT-SPONSORED ENTERPRISES (GSE's): Payment of principal and interest on securities issued by these corporations is not guaranteed explicitly by the U.S. government; however, most investors consider these securities to carry an implicit U.S. government guarantee. The debt is fully guaranteed by the issuing corporations. GSE's include: Farm Credit System, Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Student Loan Marketing Association, and the Tennessee Valley Authority.

INSTRUMENTALITIES: See Government-Sponsored Enterprises

INTEREST RATE RISK: The risk that the general level of interest rates will change, causing unexpected price appreciation or depreciation.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

LADDERED MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are equally spaced. Over time, the shortening of the remaining lives of the assets provides a steady source of liquidity or cash flow. Given a normal yield curve with a positive slope this passive strategy provides the benefit of being able to take advantage of the higher, longer-term yields without sacrificing safety or liquidity.

LIQUIDITY: An entity's capability to meet future monetary outflows (whether they are required or optional) from available resources. Liquidity is often obtained from reductions of cash or by converting assets into cash.

LIQUIDITY RISK: The risk that an investment will be difficult to sell at a fair market price in a timely fashion.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MARKING-TO-MARKET: The practice of valuing a security or portfolio according to its market value, rather than its cost or book value.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase an agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer to liquidate the underlying securities in the event of default by the seller.

MATURITY DATE: The date on which the principal or face value of an investment becomes due and payable.

MONEY MARKET INSTRUMENT: Generally, a short-term debt instrument that is purchased from a broker, dealer, or bank. Sometimes the term "money market" with "short-term", defines an instrument with no more than 12 months remaining from the purchase date until the maturity date. Sometimes the term "money market" is used more restrictively to mean only those instruments that have active secondary markets.

MORTGAGE-BACKED SECURITIES (MBS): Securities composed of, or collateralized by, loans that are themselves collateralized by liens on real property.

OFFER: The price asked by a seller of securities. (When purchasing securities, one asks for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary strategy tool.

OPPORTUNITY COST: The cost of pursuing one course of action measured in terms of the foregone return that could have been earned on an alternative course of action that was not undertaken.

PAR: See Face Value

POOLED FUND GROUP: An internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested (as defined by the Public Funds Investment Act).

PREMIUM: The amount by which the price paid for a security exceeds its face value.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument, exclusive of accrued interest.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state. In other states the trustee may invest in a security if it is one that would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

QUALIFIED REPRESENTATIVE: A person who holds a position with - and is authorized to act on behalf of - a business organization (as defined by the Public Funds Investment Act).

RATE OF RETURN: The amount of income received from an investment, expressed as a percentage. A market rate of return is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

REINVESTMENT RATE: The interest rate earned on the reinvestment of coupon payments.

REINVESTMENT RATE RISK: The risk that the actual reinvestment rate falls short of the expected or assumed reinvestment rate.

REPURCHASE AGREEMENT (RP OR REPO): An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price on demand or at a specified later date. The difference between the selling price and the repurchase price provides the interest income to the party that provided the funds. Every transaction where a security is sold under an agreement to be repurchased is a repo from the seller/borrower's point of view and a reverse repo from the buyer/lender's point of view.

SAFEKEEPING: A procedure where a third party acting as custodian for a fee holds securities.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15 C3-1: See Uniform Net Capital Rule

STRUCTURED NOTES: Debt obligations whose principal or interest payments are determined by an index or formula.

SEPARATELY INVESTED ASSET: An account or fund of a state agency or local government that is not invested in a pooled fund group (as defined by the Public Funds Investment Act).

SPREAD: Most commonly used when referring to the difference between the bid and asked prices in a quote.

STRIPS: Separation of the principal and interest cash flows due from any interest-bearing securities into different financial instruments. Each coupon payment is separated from the underlying investment to create a separate security. Each individual cash flow is sold at a discount. The amount of the discount and the time until the cash flow is paid determine the investor's return.

SWAP: The trading of one asset for another. Sometimes used in active portfolio management to increase investment returns by "swapping" one type of security for another.

TOTAL RETURN: Interest income plus capital gains (or minus losses) on an investment.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury, generally having initial maturities of 3 months, 6 months, or 1 year.

TREASURY BONDS: Long-term, coupon bearing U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: Intermediate-term, coupon bearing U.S. Treasury securities having initial maturities of 2 - 10 years.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD TO MATURITY (YTM): The promised return assuming all interest and principal payments are made and reinvested at the same rate taking into account price appreciation (if priced below par) or depreciation (if priced above par).

A RESOLUTION ADOPTING INVESTMENT STRATEGY

WHEREAS, the Public Funds Investment Act codified in Government Code Chapter 2256 governs local government investments; and

WHEREAS, the Public Funds Investment Act (Section 2256.005a), as amended, requires the Fort Bend Independent School District to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investments of funds under its control; and

WHEREAS, the Public Funds Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT THAT:

The District has complied with the requirements of the Public Funds Investment Act and the Investment Strategy, with the changes attached hereto, is hereby adopted as the Investment Strategy of the District effective September 22, 2025.

APPROVED and ADOPTED on the _____ day of _____ 2025.

FORT BEND INDEPENDENT SCHOOL DISTRICT

Kristin K. Tassin
President, Board of Trustees

ATTEST:

Dr. Shirley Rose-Gilliam
Secretary, Board of Trustees

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: 2025-26 Underwriters Review		
Board Policy: CH (Legal)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		
<input checked="" type="checkbox"/> Reviewed by Chief of Staff		

Recommendation
Consideration and approval of underwriters to be utilized by the District in connection with future bond debt issued.

Summary/Background																		
<p>Underwriters are firms that market Fort Bend ISD debt to various types of investors when the District has a bond transaction. Under 44.031(f) of the Texas Education Code, bond or other financial instrument underwriters are fiscal agents and financial consultants and are exempt from competitive procurement requirements. As per the District's Fiscal and Budgetary Strategy, staff updates the list of underwriters the District can do business with annually.</p> <p>The listed underwriters were selected based on their qualifications and competency, as well as offering the District a reasonable price. Each underwriter can be used as senior manager or co-manager for the purpose of marketing debt issued by the District in either negotiated or competitive transactions:</p> <table><tr><td>Blaylock Van, LLC</td><td>PNC Financial Capital Markets</td></tr><tr><td>Cabrera Capital Markets, LLC</td><td>Ramirez & Co., Inc</td></tr><tr><td>Estrada Hinojosa & Co., Inc.</td><td>Raymond James Financial, Inc.</td></tr><tr><td>Frost Bank (NEW)</td><td>RBC Capital Markets</td></tr><tr><td>Jefferies LLC</td><td>Robert W. Baird & Co</td></tr><tr><td>J.P. Morgan</td><td>Siebert Williams Shank & Co., LLC</td></tr><tr><td>Loop Capital Markets (NEW)</td><td>Stephens Inc. (NEW)</td></tr><tr><td>Mesirow Financial Inc.</td><td>Stifel, Nicolaus & Company, Inc.</td></tr><tr><td>Piper Sandler & Co.</td><td>Wells Fargo Bank, N.A.</td></tr></table>	Blaylock Van, LLC	PNC Financial Capital Markets	Cabrera Capital Markets, LLC	Ramirez & Co., Inc	Estrada Hinojosa & Co., Inc.	Raymond James Financial, Inc.	Frost Bank (NEW)	RBC Capital Markets	Jefferies LLC	Robert W. Baird & Co	J.P. Morgan	Siebert Williams Shank & Co., LLC	Loop Capital Markets (NEW)	Stephens Inc. (NEW)	Mesirow Financial Inc.	Stifel, Nicolaus & Company, Inc.	Piper Sandler & Co.	Wells Fargo Bank, N.A.
Blaylock Van, LLC	PNC Financial Capital Markets																	
Cabrera Capital Markets, LLC	Ramirez & Co., Inc																	
Estrada Hinojosa & Co., Inc.	Raymond James Financial, Inc.																	
Frost Bank (NEW)	RBC Capital Markets																	
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J.P. Morgan	Siebert Williams Shank & Co., LLC																	
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Mesirow Financial Inc.	Stifel, Nicolaus & Company, Inc.																	
Piper Sandler & Co.	Wells Fargo Bank, N.A.																	

Fort Bend Independent School District

Administration makes these recommendations based on the firm's performance on past transactions, underwriter presentations made to the District during the past, and their suggestions on debt structure and innovation in order to minimize the costs to the District.

The state has passed legislation that does not allow local government to use firms that boycott the oil or firearms industries. The state comptroller maintains a list of firms that are not allowed to be used. The District has not included any firm that is on the Texas Comptrollers list as noncompliant with Senate Bill 13 and Senate Bill 19.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025	
Agenda Item Title: Review: Cellular Tower Lease Agreement with PTI US Towers II, LLC			
Board Policy: CDB (Local)		District Priority: Priority 3	
Department: Chief Financial Officer			
Are there related documents to be signed by the Board? NO			
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval for an amendment to the easement and assignment agreement with PTI US Towers II, LLC for the purposes of expanding the existing cell tower at Baines Middle School and authorization for the Superintendent to negotiate and execute the agreements.

Summary/Background
<p>Fort Bend ISD currently has nine (9) cellular towers on its property. The towers are located at Baines Middle School, Clements High School, Progressive High School, Frankie Field (3), Ridgemont Elementary School, Kempner High School and Elkins High School. Seven of the cell towers were a part of a thirty-year buyout in 2021 that resulted in a lump sum payment of \$2.28M to the District.</p> <p>PTI US Towers II, LLC has a lease at Baines Middle School that was part of the buyout in 2021. The firm is requesting an amendment to expand the existing communications easement at the Baines Middle School cell tower site by 1,427 square feet at a monthly rental rate of \$2,750. The amount and terms were reviewed by Branch Communications, one of the District's consultants for marketing district-owned sites to wireless carriers and are consistent with market rental rates in the area.</p> <p>The rental on the additional easement will be paid directly to the District as provided by the buyout agreement in 2021. This amendment seeks Board approval for the easement expansion in exchange for the monthly rent payment, as well as authorization for the Superintendent to execute the amendment.</p>

Fort Bend Independent School District

Terms of the agreement are as follows:

- \$1,000 one-time option fee paid to FBISD for a term of one year
- \$2,750 monthly rental fee paid to FBISD upon commencement date
- During the initial term (first five years), the monthly rental rate will increase by 1.5% on each annual anniversary date
- The agreement provides for four additional five-year terms.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Richard Gay
Executive Director, Business Services

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Cellular Tower Lease Agreements with Branch Communications		
Board Policy: CDB (Local)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval for a lease agreement with Branch Communications for cell tower operations at the following campuses: Highlands Elementary and Hightower High School, and authorization for the Superintendent to negotiate and execute the agreements.

Summary/Background
<p>Fort Bend ISD currently has nine cellular towers on its property. The towers are located at Baines Middle School, Clements High School, Progressive High School, Frankie Field (3), Ridgemont Elementary School, Kempner High School and Elkins High School.</p> <p>Branch Communications is one of two consultants approved by the Board to market district-owned sites to wireless carriers. The firm has expertise in negotiating lease terms and rental rates, overseeing the construction of cell tower infrastructure, and managing the facilities and site operations. Branch is compensated when they successfully secure a wireless carrier tenant for the District, and all compensation is paid directly by the carriers. The District receives revenue in the form of either monthly rental payments or lump-sum fees, and no District funds are used to procure these services.</p> <p>Branch Communications has identified two sites for potential cell towers. The firm will conduct due-diligence on the sites and pay the District \$1,000 per site for the options period. If the sites are appropriate for cell tower infrastructure, annual rent for each site will be \$15,000.</p> <p>Terms of each agreement are as follows:</p>

Fort Bend Independent School District

Site Name / Campus	Total Area (feet)	Monthly Rent	Annual Escalator Amt.	Options Period Amt.	FBISD Reserved Space	Term
Highlands ES	2500	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms
Hightower HS	2475	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms

This agreement seeks Board approval for the use of the sites in exchange for the monthly rent payments, as well as authorization for the Superintendent to execute the agreement.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Richard Gay
Executive Director, Business Services

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Cellular Tower Lease Agreements with Diamond Communications		
Board Policy: CDB (Local)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation

Consideration and approval for a lease agreement with Diamond Communications for cell tower operations at the following campuses: Bowie Middle School, Crockett Middle School, First Colony Middle School, Travis High School, and Walker Station Elementary School, and authorization for the Superintendent to negotiate and execute the agreements.

Summary/Background

Fort Bend ISD currently has nine cellular towers on its property. The towers are located at Baines Middle School, Clements High School, Progressive High School, Frankie Field (3), Ridgemont Elementary School, Kempner High School and Elkins High School.

Diamond Communications is one of two consultants engaged by the District to market district-owned sites to wireless carriers. The firm has expertise in negotiating lease terms and rental rates, overseeing the construction of cell tower infrastructure, and managing the facilities and site operations. Diamond is compensated when they successfully secure a wireless carrier tenant for the District, and all compensation is paid directly by the carriers. The District receives revenue in the form of either monthly rental payments or lump-sum fees, and no District funds are used to procure these services.

Diamond has identified five sites for potential cell tower sites on District properties. The firm will conduct due diligence on the sites and pay the District \$1,000 per site for the options period. If the sites are appropriate for cell tower infrastructure, annual rent for each site will be a minimum of \$15,000.

Fort Bend Independent School District

Terms of each agreement are as follows:

Site Location	Total Area (Feet)	Monthly Rent	Annual Escalator Amt.	Options Period Amt.	FBISD Reserved Space	Term
Bowie MS	2500	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms
Crockett MS	2500	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms
First Colony MS	2500	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms
Travis HS	2500	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms
Walker Station ES	2500	\$1,250 + \$250 for each additional carrier	2%	\$1,000	Top 10' + Ground Space	Initial 5 years with 9 additional 5-yr terms

This agreement seeks Board approval for the use of the sites in exchange for the monthly rent payments, as well as authorization for the Superintendent to execute the agreement.

Fort Bend Independent School District

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Richard Gay
Executive Director, Business Services

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: City of Fort Worth and JP Morgan Chase Bank Interlocal Participation Agreement		
Board Policy: CH, CV, or DBD (Local)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval for an Interlocal Participation Agreement with JP Morgan Chase Bank and the City of Fort Worth.

Summary/Background
<p>In 2011, Fort Bend ISD implemented a purchasing card (P-card) program through JP Morgan Chase to expedite district-wide purchases. Currently, the District has 302 active cards that are used for expenses such as travel reservations, entry fees, and other approved supplies not procured through a Purchase Order (PO). The District receives a rebate on p-card transactions and received \$33,799 during the 2024-25 fiscal year.</p> <p>This agreement is renewed annually but can be terminated by either party with at least 30 days' notice before the renewal date of August 31st of each year. 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. Under the authority of the Texas Government Code §791.001 and the Interlocal Cooperation Act as amended, local governments like Fort Bend ISD are allowed to contract with each other and other government agencies.</p>

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Fort Bend Independent School District

Submitted by:

Bryan Guinn
Chief Financial Officer

Richard Gay
Executive Director, Business Services

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025	
Agenda Item Title: Review: Amendments to the District's Commercial Paper Program with JPMorgan Chase National Bank.			
Board Policy: CDA (Legal)		District Priority: Priority 3	
Department: Chief Financial Officer			
Are there related documents to be signed by the Board? YES			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval of an order authorizing and approving a first amendment to the amended and restated note purchase agreement and revolving credit agreement and the related fee agreements associated with the District's commercial paper program; and other matters relating thereto.

Summary/Background
<p>In October 2016, the Board voted to establish a commercial paper program (the program). The program is used to issue short-term commercial paper obligations, up to \$150 million at any one time, to provide cash-flow for the 2014, 2018, and 2023 Bonds. Commercial paper is issued prior to the bonds, which allows the District to take advantage of low borrowing costs while avoiding issuance costs.</p> <p>The program has two note series, Series A and Series B, with interest rates on Series B Notes typically running higher than those on Series A notes. As a result, the District uses Series A on most transactions, but has the flexibility to utilize Series B should interest rate terms on Series A exceed those in Series B. In March 2020, during the COVID-19 pandemic, interest rates on Series A briefly surpassed those in Series B, and Series B was utilized.</p> <p>Since 2016, the program has provided a flexible method of financing and allowed the District to avoid \$29 million in interest costs. This is a direct savings to taxpayers, and allows the District to maintain a low income and sinking (I&S) tax rate of \$0.27 per hundred dollars of valuation.</p> <p>Staff is seeking consideration and approval for the following updates to the Program:</p>

Fort Bend Independent School District

- Authorize the approval of a first amendment to the Amended and Restated Revolving Credit Agreement and the Related Fee Agreement with JPMorgan Chase Bank, National Association (Series A) to:
 - Extend the termination date from November 1, 2025, to November 1, 2028.
 - Increase the base quarterly commitment fees on the CP Program from 0.300% to 0.375%.
 - The 0.300% rate has been unchanged since the inception of the Program in November 2016.
 - The 0.075% increase would increase interest expense by approximately \$121,000 per year.

- Authorize the approval of a first amendment to the Amended and Restated Note Purchase Agreement and the Related Fee Agreement with JPMorgan Chase Bank, National Association (Series B) to:
 - Extend the termination date from November 1, 2025, to November 1, 2028.
 - Increase the incremental rate that is used in the calculation of the Adjusted Term SOFR (Secured Overnight Financing Rate) for the Series B portion from 0.74% to 0.95%.
 - Recognizes the increase in the base quarterly commitment fees on the CP Program from 0.300% to 0.375%.

There are a number of controls the Board has with respect to the program that provide limits on the use.

1. The program is limited to the 2014, 2018 and 2023 Bond elections. Once the voted authorization on those Bonds has been fully used, the program will no longer be available for additional borrowing. Following the exhaustion of the authority from the 2014, 2018 and 2023 elections, when market conditions are appropriate the District would refinance any outstanding commercial paper notes with long-term variable rate or fixed rate bonds. If a future bond is approved by the Board and voters, staff is required to bring an agenda item to add the future bond to the program.

If there is no longer any voted authority to issue additional bonds or notes and any outstanding notes have been refinanced with bonds, staff will recommend that the liquidity facility (i.e. the revolving credit agreement supporting the Series A portion of the Program or the note purchase agreement supporting the Series B portion of the Program) be terminated. At that point, the program will go dormant. Staff will not recommend that the program be terminated so as not to incur additional costs of re-establishing the program should it be needed in the future.

Without the liquidity facilities, the District's staff is not authorized to borrow any more money under the program.

Fort Bend Independent School District

2. The District has a policy that limits the amount of variable rate debt that may be outstanding. Currently the policy limits the amount of variable rate debt to 25% of the total debt portfolio.
3. The Board, in its authorization of the program, has limited the amount of commercial paper notes that can be outstanding at any time to an amount not to exceed \$150,000,000.
4. The Board will have the opportunity to evaluate the program when staff requests that the Board authorize the conversion of the commercial paper notes to a variable or fixed rate. Staff expect that the commercial paper notes will be converted every 9 to 12 months based on the construction draw schedules.

As mentioned above, the program has allowed the District to avoid over \$29 million in interest cost since the inception in 2016. Approval of the agreement will allow the District to continue to utilize the program and generate additional savings for taxpayers.

The District's Bond Counsel, Bracewell LLP, and the District's financial advisor, Hilltop Securities, have reviewed the proposed amendment to the agreement.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

ORDER OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT
AUTHORIZING AND APPROVING AMENDMENTS TO THE AMENDED
AND RESTATED NOTE PURCHASE AGREEMENT AND RELATED FEE
AGREEMENT AND THE AMENDED AND RESTATED REVOLVING
CREDIT AGREEMENT AND THE RELATED FEE AGREEMENT
ASSOCIATED WITH THE DISTRICT'S COMMERCIAL PAPER PROGRAM;
AND MATTERS RELATING THERETO

WHEREAS, for the benefit of the Fort Bend Independent School District (the "District"), the Board of Trustees (the "Board") of the District has previously established, a commercial paper program known as the Fort Bend Independent School District Commercial Paper Program (the "Program") pursuant to an order adopted by the Board on October 17, 2016 (the "Original Order"), as amended and restated by an order adopted by the Board on January 22, 2019 (the "First Amended and Restated Order"), and further amended and restated by A Second Amended and Restated Authorizing, Establishing, Approving, Confirming and Ratifying the \$150,000,000 Fort Bend Independent School District Unlimited Tax Commercial Paper Program adopted by the Board on July 24, 2023 (the "Second Amended and Restated Order"), pursuant to which Program the District issues from time to time commercial paper notes in two series – the Series A Commercial Paper Notes and the Series B Commercial Paper Notes – for the purpose of providing the District with interim financing for eligible projects and the refinancing notes issued under such Program; and

WHEREAS, under the Program the District has an outstanding Amended and Restated Revolving Credit Agreement, dated as of July 24, 2023 (but effective as of August 17, 2023) (the "Revolving Credit Agreement") between the District and JPMorgan Chase Bank, National Association (the "Bank") and Amended and Restated Revolving Note Purchase Agreement, dated as of July 24, 2023 (but effective as of August 17, 2023) between the District and the Bank (the "Note Purchase Agreement," and collectively with the Revolving Credit Agreement, the "Program Credit Agreements"), in connection with the District's commercial paper notes issued as Series A and Series B Commercial Paper Notes, respectively; and

WHEREAS, the District would like to extend the "Final Date" of the Revolving Credit Agreement from November 1, 2025 to November 1, 2028 and the "Expiration Date" of the Note Purchase Agreement from November 1, 2025 to November 1, 2028 and make other clarifying changes to the Program Credit Agreements; and

WHEREAS, the Board hereby determines that it is in the best interests of the District to authorize the First Amendment to Amended and Restated Revolving Credit Agreement in substantially the form attached hereto as Exhibit A (the "First Amendment to Revolving Credit Agreement") and First Amendment to Amended and Restated Note Purchase Agreement in substantially the form attached hereto as Exhibit B (the "First Amendment to Note Purchase Agreement," and together with the First Amendment to Revolving Credit Agreement, the "Program Credit Agreement Amendments"); and

WHEREAS, the District and the Bank are parties to the Amended and Restated Fee Agreement for Amended and Restated Revolving Credit Agreement entered into as of July 24, 2023, but effective as of August 17, 2023 related to the Revolving Credit Agreement (the

“Revolving Credit Agreement Fee Agreement”) and Amended and Restated Fee Agreement for Amended and Restated Note Purchase Agreement entered into as of July 24, 2023, but effective as of August 17, 2023 related to the Note Purchase Agreement (the “Note Purchase Agreement Fee Agreement,” and together with the Revolving Credit Agreement Fee Agreement, the “Program Fee Agreements”); and

WHEREAS, the District would like to extend the termination date in the “Termination/Reduction Fee” provisions of the Program Fee Agreements to November 1, 2028 to coincide with the “Final Date” and “Expiration Date” established in the First Amendment to Revolving Credit Agreement and First Amendment to Note Purchase Agreement, respectively, and make other clarifying changes to the Program Fee Agreements; and

WHEREAS, the Board has determined that it is in the best interests of the District to authorize the First Amendment to Amended and Restated Fee Agreement for Amended and Restated Revolving Credit Agreement in substantially the form attached hereto as Exhibit C (the “First Amendment to Revolving Credit Agreement Fee Agreement”) and First Amendment to Amended and Restated Fee Agreement for Amended and Restated Note Purchase Agreement (in substantially the form attached hereto as Exhibit D (the “First Amendment to Note Purchase Agreement Fee Agreement”); and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and NOW, THEREFORE,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT:

Section 1. The findings, determinations and definitions set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The First Amendment to Revolving Credit Agreement, in substantially the form attached hereto as Exhibit A, and First Amendment to Note Purchase Agreement, in substantially the form attached hereto as Exhibit B, are hereby authorized and approved. The person serving as either Superintendent of the District or the Chief Financial Officer of the District (each an “Authorized Officer”) is hereby authorized and directed to execute and deliver the First Amendment to Revolving Credit Agreement and First Amendment to Note Purchase Agreement together with such changes as may be approved by such Authorized Officer as evidenced by their signature on such documents.

Section 3. The First Amendment to Revolving Credit Agreement Fee Agreement, in substantially the form attached hereto as Exhibit C, and First Amendment to Note Purchase Agreement Fee Agreement, in substantially the forms attached hereto as Exhibit D, are hereby authorized and approved and an Authorized Officer is hereby authorized and directed to execute and deliver the First Amendment to Revolving Credit Agreement Fee Agreement and First Amendment to Note Purchase Agreement Fee Agreement, together with such changes as may be approved by such Authorized Officer as evidenced by their signature on such documents.

Section 4. The District's financial advisor, bond counsel and administration are hereby authorized and directed to take any and all action and execute such certificates, instruction letters, notices or agreements as may be required to carry out the purposes of this Order. The District's administration is hereby authorized and directed to approve payment of the costs associated with the Amendments upon presentation of invoices for such costs.

[Signature page follows]

PASSED, APPROVED AND EFFECTIVE on September 15, 2025.

Secretary, Board of Trustees
Fort Bend Independent School District

President, Board of Trustees
Fort Bend Independent School District

[SEAL]

EXHIBIT A

FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

[Attached]

EXHIBIT B

FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT

[Attached]

EXHIBIT C

FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT FEE AGREEMENT

[Attached]

EXHIBIT D

FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT FEE AGREEMENT

[Attached]

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Trustees of Fort Bend Independent School District, hereby certify as follows:

1. The Board of Trustees of Fort Bend Independent School District convened in [regular/special] meeting on the 15th day of September, 2025, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Kristin K. Tassin	President, Trustee, Position 6
Angie Hanan	Vice President, Trustee, Position 1
Dr. Shirley Rose-Gilliam	Secretary, Trustee, Position 4
Adam Schoof	Trustee, Position 2
Afshi Charania	Trustee, Position 3
[Vacant]	Trustee, Position 5
Angie Wierzbicki	Trustee, Position 7

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT AUTHORIZING AND APPROVING AMENDMENTS TO THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT AND RELATED FEE AGREEMENT AND THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT AND THE RELATED FEE AGREEMENT ASSOCIATED WITH THE DISTRICT’S COMMERCIAL PAPER PROGRAM; AND MATTERS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present above voted “Aye”.

_____ Member(s) shown present above voted “No”.

_____ Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board’s minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board’s minutes of said meeting pertaining

to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 15th day of September, 2025.

[SEAL]

Secretary, Board of Trustees
Fort Bend Independent School District

FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This First Amendment to Amended and Restated Revolving Credit Agreement (this "*Amendment*") is dated as of the 1st day of October, 2025 (the "*Amendment Effective Date*"), by and between FORT BEND INDEPENDENT SCHOOL DISTRICT (the "*District*") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "*Bank*").

WITNESSETH

WHEREAS, the District and the Bank are parties to that certain Amended and Restated Revolving Credit Agreement dated as of July 24, 2023, (but effective as of August 17, 2023) (the "*Revolving Credit Agreement*");

The District has requested the Bank to support the District's notes issued from time to time under its Commercial Paper Program, in response to which the Bank, whether directly or through an affiliate, has agreed (i) by making available a revolving line of credit initially aggregating \$161,095,891 (of an amount supporting the Commercial Paper Notes issued as "Series A" (the "*Commercial Paper Notes*") in a principal amount up to \$150,000,000 and interest thereon at an interest rate of 10% per annum for a period of 270 days) and (ii) by agreeing to directly purchase when and as issued Commercial Paper Notes issued as "Series B" (the "*Series B Commercial Paper Notes*") pursuant to the terms of a separate note purchase agreement entered into by the parties (the "*JPMorgan Amended and Restated Note Purchase Agreement*"); provided, however, that the combined support for both Commercial Paper Notes and Series B Commercial Paper Notes shall not exceed \$150,000,000 in principal amount of such Commercial Paper Notes, plus applicable support for interest thereon as described in the JPMorgan Amended and Restated Note Purchase Agreement; and

WHEREAS, the District and the Bank have agreed to extend the term of the Revolving Credit Agreement, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

ARTICLE 1

Amendments

1.1 Amendment to Section 1.01 Definitions.

Clause (a) of the definition of "Final Date" in Section 1.01 is hereby deleted and replaced with the following:

- (a) November 1, 2028, or such other date to which such day may be extended pursuant to Section 2.10 hereof; and

ARTICLE 2

Conditions Precedent

2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Revolving Credit Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The District shall have paid all fees of legal counsel to the Bank related to the preparation of this Amendment in the amount of \$10,000.00 (such total amount shall include the fees due to legal counsel to the Bank for this Amendment and the related First Amendment to the JPMorgan Amended and Restated Note Purchase Agreement).

ARTICLE 3

Ratifications, Representations and Warranties

3.1 Ratifications.

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Revolving Credit Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Revolving Credit Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Revolving Credit Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

3.2 Representations and Warranties.

The District hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the District, (ii) the representations and warranties contained in the Revolving Credit Agreement are true

and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the District is in full compliance with all covenants and agreements contained in the Revolving Credit Agreement.

ARTICLE 4

Bank Representations

4.1 Verifications of Statutory Representations and Covenants. The Bank makes the following representations, verifications and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “*Government Code*”), as heretofore amended, in entering into this Amendment. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Amendment shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Amendment, notwithstanding anything in this Amendment to the contrary.

- (a) *Not a Sanctioned Company.* The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) *No Boycott of Israel.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- (c) *No Discrimination Against Firearm Entities.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- (d) *No Boycott of Energy Companies.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not

boycott energy companies and will not boycott energy companies during the term of this Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

4.2 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification. The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “*Texas Attorney General*”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). The Bank represents and verifies that it has (i) on file a standing letter (“*Standing Letter*”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.01 (a) through (d) hereof, and (ii) will, upon request of the District or Bond Counsel on behalf of the District, provide the District and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the date of this Amendment and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

4.3 Bank Representation Regarding Form 1295. The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

ARTICLE 5

Miscellaneous

5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been

signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.3 Construction/Governing Law.

This Amendment shall be governed by all of the provisions of the Revolving Credit Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Revolving Credit Agreement.

5.4 Entire Agreement.

THIS AMENDMENT AND THE REVOLVING CREDIT AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

FORT BEND INDEPENDENT SCHOOL
DISTRICT

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____
Name: Justin Wahn
Title: Executive Director

First Amendment to Amended and Restated Fee Agreement for Amended and Restated Revolving Credit Agreement

This First Amendment to Amended and Restated Fee Agreement for Amended and Restated Revolving Credit Agreement (the "*First Amendment*") is effective as of October 1, 2025 (the "*Effective Date*") between JPMorgan Chase Bank, National Association (the "*Bank*") and Fort Bend Independent School District (the "*District*"). This First Amendment amends the Amended and Restated Fee Agreement for the Amended and Restated Revolving Credit Agreement between the Bank and the District entered into as of July 24, 2023, but effective as of August 17, 2023 (the "*Amended and Restated RCA Fee Agreement*").

Reference is hereby made to the Amended and Restated Revolving Credit Agreement, dated as of July 24, 2023, but effective August 17, 2023, by and between the Bank and the District, as amended by the First Amendment to the Amended and Restated Revolving Credit Agreement, dated October 1, 2025, as may be further amended (collectively, the "*Credit Agreement*"), relating to the District's Unlimited Tax Commercial Paper Notes, Series A (the "*Series A Notes*" or the "*Notes*"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

Article I Amendments

Section 1.1 Amendment to Amended and Restated RCA Fee Agreement, Section 1.1. Commitment Fee.

Section 1.1 Commitment Fee of the Amended and Restated RCA Fee Agreement is hereby amended in its entirety to read as follows:

The District shall pay or cause to be paid to the Bank a non-refundable facility fee (the "Commitment Fee") initially accruing at the rate of 37.5* basis points per annum (the "Commitment Fee Rate") on the Available Commitment. Such Commitment Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December during term of the Credit and on the Final Date (with any payment of the Commitment Fee to be pro-rated for the actual number of days elapsed for a payment due for a period of time that is more than or less than a full quarterly payment period), and shall be calculated on the basis of the average daily amount of the Available Commitment and a year of 360 days for the actual number of days elapsed; provided, however, that the Commitment Fee shall be increased or decreased as set forth in Schedule I below based on any increase or decrease in the Ratings**. If the Available Commitment is terminated in its entirety, the accrued but unpaid Commitment Fee along with any amounts due pursuant to this Section 1.1 shall be payable on the effective date of such termination. The Bank's determination of the Commitment Fee pursuant to this Section 1.1 and Schedule I shall be conclusive absent manifest error.

Schedule I

Level	S&P Rating**	Fitch Rating**	Increase to Initial Commitment Fee Rate/Basis Points Per Annum
Level 1	AA or above	AA or above	+ 00 bps
Level 2	AA-	AA-	+ 20 bps
Level 3	A+	A+	+ 40 bps
Level 4	A	A	+ 60 bps
Level 5	A-	A-	+ 80 bps
Level 6	BBB+	BBB+	+ 100 bps
Level 7	BBB	BBB	+ 120 bps
Level 8	BBB-	BBB-	+ 140 bps

The Commitment Fee Rate for any date shall be determined by reference to the Ratings** in Schedule I above for such date. If the Ratings assigned by the Rating Agencies appear in more than one row (i.e., split rating), the Commitment Fee will be based on the lowest of the two (2) ratings. If any Rating is withdrawn or suspended for credit related reasons, or due to the failure of the District to provide adequate information to the Rating Agencies, then the Commitment Fee Rate shall automatically, without notice, increase by 100 basis points per annum over the Commitment Fee Rate then in effect until such Rating is restored. In addition to the foregoing, upon the occurrence of any Event of Default, and for so long as said Event of Default has not been cured or waived by the Bank, the Commitment Fee Rate shall automatically (without notice) increase by 100 basis points over the Commitment Fee Rate then in effect until such Event of Default has been cured. Each change in the Commitment Fee Rate resulting from a change in the Rating shall become effective on the date of the announcement or publication by the respective Rating Agency of a change in such rating or, in the absence of such announcement or publication, on the effective date of such changed Rating.

References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

*Commitment Fees accruing prior to November 1, 2025, shall accrue at the rate set forth in the Amended and Restated RCA Fee Agreement without giving effect to this First Amendment.

**"Rating" shall mean the long-term credit rating assigned to the District's general obligation bonds (without regard to any bond insurance, the Permanent School Fund or other credit enhancement) by each of the Rating Agencies.

Section 1.4 Amendment to Amended and Restated RCA Fee Agreement, Section 1.1 Termination Fee; Reduction Fee.

Clauses (a), (b) and the final paragraph (paragraph number 5) of Section 1.4. Termination Fee; Reduction Fee of the Amended and Restated RCA Fee Agreement are hereby deleted in their entirety and replaced with the following language contained in subsections A, B and C, below, for the purpose of changing the references therein from November 1, 2025 to November 1, 2028:

A. Amendment to Clause (a).

(a) The District agrees not to terminate or replace the Credit Agreement or permanently reduce the Available Commitment prior to November 1, 2028 except upon 30 days written notice to the Bank.

B. Amendment to Clause (b).

(b) The District hereby agrees to pay to the Bank a non-refundable Termination Fee (as hereinafter defined) in connection with the termination or replacement of the Credit Agreement by the District as set forth in Section 2.06 of the Credit Agreement in an amount equal to the product of (A) the Commitment Fee Rate in effect pursuant to Section 1.1 hereof on the date of termination or replacement, (B) the Available Commitment on the date of such termination or replacement, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including November 1, 2028 and the denominator of which is 360 (the "*Termination Fee*"), payable on the date the Available Commitment is terminated or the Credit Agreement is replaced; provided, however, that no Termination Fee shall become payable if the Available Commitment is terminated or the Credit Agreement is replaced as a result of any of the following: (i) a senior unsecured short-term ratings downgrade of the Bank below "P-1", "A-1", or "F1" by two of the three Rating Agencies (provided, that for the avoidance of doubt, the ratings referenced in this clause (i) shall mean those ratings assigned to JPMorgan Chase Bank, National Association and not ratings assigned to the Bank's parent or holding company or any other affiliate of the Bank); (ii) the Notes are refinanced or refunded in full from a source of funds which does not involve the issuance by a bank or other financial institution of a letter of credit, liquidity facility, credit facility, or direct purchase; (iii) the Bank imposes increased cost pursuant to Section 7.02 of the Credit Agreement; or (iv) (A) the Bank withdraws or rescinds the letter (or any successor letter) on file with the Public Finance Division of the Attorney General of Texas described in Section 7.32 of the Credit Agreement or otherwise gives written notice to the District that such letter (or such successor letter) is no longer effective, in each case, solely because of the actions of or changes in practice, policy, guidance, or directive of JPMorgan Chase Bank, National Association or its parent company, wholly-

and majority-owned subsidiaries, or other affiliates, if any; or (B) the Attorney General of Texas, in writing to the District or the Bank or through an All Bond Counsel Letter or other similar letter from the Public Finance Division of the Attorney General of Texas to the Texas public finance community, rejects or otherwise refuses to rely on the letter described in (iv)(A) herein.

C. Amendment to the final paragraph (paragraph number 5) of Section 1.4 Termination Fee; Reduction Fee.

Furthermore, notwithstanding anything in the Fee Agreement to the contrary, no Termination Fee shall be due to the Bank if the Credit Agreement is terminated prior to the November 1, 2028, because the District terminates its Series A commercial paper program, provided, such program (which, for avoidance of doubt, means the Series A program utilizing voted authority from the District's 2014, 2018 or 2023 bond elections) shall not be reinstated nor shall a similar commercial paper program that utilizes voted authority from the District's 2014, 2018 or 2023 bond elections be established with another bank or financial institution prior to the November 1, 2028, or such fee shall be due to the Bank.

Article II. Miscellaneous.

Section 2.1. Legal Fees. The fees of legal counsel to the Bank shall be paid pursuant to the First Amendment to Amended and Restated Note Purchase Agreement and the First Amendment to Amended and Restated Revolving Credit Agreement.

Section 2.2. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas; provided, however, that the Bank's obligations hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 2.3. Severability. Any provision of this First Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.4. Confidentiality. The District agrees not to disclose the information in this First Amendment to third parties except to the Board of Trustees of the District and to the extent the District is legally required to do so.

Section 2.5. Counterparts/Electronic Signatures. This First Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this First Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties agree that any electronically signed document (including this First

Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Article III. Bank Representations

Section 3.1. Verifications of Statutory Representations and Covenants. The Bank makes the following representations, verifications and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “Government Code”), as heretofore amended, in entering into this First Amendment. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this First Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a

firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this First Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this First Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

3.2 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification. The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). The Bank represents and verifies that it has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.01 (a) through (d) hereof, and (ii) will, upon request of the District or Bond Counsel on behalf of the District, provide the District and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the date of this First Amendment and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

3.3 Bank Representation Regarding Form 1295. The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: _____
Name: Justin Wahn
Title: Executive Director

**FIRST AMENDMENT TO AMENDED AND RESTATED NOTE PURCHASE
AGREEMENT**

This First Amendment to Amended and Restated Note Purchase Agreement (this "*Amendment*") is dated as of the 1st day of October, 2025 (the "*Amendment Effective Date*"), by and between FORT BEND INDEPENDENT SCHOOL DISTRICT (the "*District*") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "*Bank*").

WITNESSETH

WHEREAS, the District and the Bank are parties to that certain Amended and Restated Note Purchase Agreement dated as of July 24, 2023, (but effective as of August 17, 2023) (the "*Note Purchase Agreement*");

WHEREAS, the District has requested the Bank to support the District's notes issued from time to time under its Commercial Paper Program, in response to which the Bank has agreed (i) to directly purchase when and as issued Commercial Paper Notes issued as "Series B" (the "*Series B Commercial Paper Notes*" or the "*Notes*") pursuant to the terms of the Note Purchase Agreement and (ii) by making available a revolving line of credit (the "*Series A Amended and Restated Commercial Paper Revolving Credit Agreement*") initially aggregating \$161,095,891 (of an amount supporting the Commercial Paper Notes issued as "Series A" (the "*Series A Commercial Paper Notes*") in a principal amount up to \$150,000,000 and interest thereon at an interest rate of 10% per annum for a period of 270 days) entered into by the parties; provided, however, that the combined support for both Series A Commercial Paper Notes and Series B Commercial Paper Notes shall not exceed \$150,000,000 in principal amount of such Commercial Paper Notes, plus applicable support for interest thereon as described in the Series A Amended and Restated Commercial Paper Revolving Credit Agreement; and

WHEREAS, the District and the Bank have agreed to extend the term of the Note Purchase Agreement and make such other amendments as described herein, subject to and upon the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

ARTICLE 1

Amendments

1.1 Amendment to Section 1.01 Definitions.

The definitions of "*Applicable Spread*" and "*Expiration Date*" in Section 1.01 are hereby deleted and replaced with the following:

“Applicable Spread” means initially 95 basis points (the “Initial Applicable Spread”), provided however, the Applicable Spread shall be increased by the number of basis points set forth in the chart below based on the Ratings as determined below:

Schedule I

Level	S&P Rating	Fitch Rating	Increase to Initial Applicable Margin/ Basis Points Per Annum
Level 1	AA or above	AA or above	+ 00 bps
Level 2	AA-	AA-	+ 20 bps
Level 3	A+	A+	+ 40 bps
Level 4	A	A	+ 60 bps
Level 5	A-	A-	+ 80 bps
Level 6	BBB+	BBB+	+ 100 bps
Level 7	BBB	BBB	+ 120 bps
Level 8	BBB-	BBB-	+ 140 bps

The Applicable Spread for any date shall be determined by reference to the Ratings in Schedule I above for such date. If the Ratings assigned by the Rating Agencies appear in more than one row (i.e., a split rating), the Applicable Spread will be based on the lowest of the two (2) ratings. If any Rating is withdrawn or suspended for credit related reasons, or due to the failure of the District to provide adequate information to the Rating Agencies, then the Applicable Spread shall automatically, without notice, increase by 100 basis points per annum over the Applicable Spread then in effect until such Rating is restored. In addition to the foregoing, upon the occurrence of any Event of Default, and for so long as said Event of Default has not been cured or waived by the Bank, the Applicable Spread shall automatically (without notice) increase by 100 basis points over the Applicable Spread then in effect until such Event of Default has been cured. Each change in the Applicable Spread resulting from a change in the Rating shall become effective on the date of the announcement or publication by the respective Rating Agency of a change in such rating or, in the absence of such announcement or publication, on the effective date of such changed Rating.

For purposes of this definition of Applicable Spread, “Ratings” shall mean the long-term credit rating assigned to the District’s general obligation bonds (without regard to any bond insurance, the Permanent School Fund or other credit enhancement) by each of the Rating Agencies.

References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

“Expiration Date” means November 1, 2028, as such date may be extended pursuant to Section 2.16 hereof.

ARTICLE 2

Conditions Precedent

2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Note Purchase Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The District shall have paid all fees of legal counsel to the Bank related to the preparation of this Amendment in the amount of \$10,000.00 (such total amount shall include the fees due to legal counsel to the Bank for this Amendment and the related First Amendment to the Series A Amended and Restated Commercial Paper Revolving Credit Agreement).

ARTICLE 3

Ratifications, Representations and Warranties

3.1 Ratifications.

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Note Purchase Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Note Purchase Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Note Purchase Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

3.2 Representations and Warranties.

The District hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the District, (ii) the representations and warranties contained in the Note Purchase Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing

and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the District is in full compliance with all covenants and agreements contained in the Note Purchase Agreement.

ARTICLE 4

Bank Representations

4.1 Verifications of Statutory Representations and Covenants. The Bank makes the following representations, verifications and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “*Government Code*”), as heretofore amended, in entering into this Amendment. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Amendment, notwithstanding anything in this Amendment to the contrary.

- (a) *Not a Sanctioned Company.* The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) *No Boycott of Israel.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- (c) *No Discrimination Against Firearm Entities.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- (d) *No Boycott of Energy Companies.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not

boycott energy companies and will not boycott energy companies during the term of this Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

4.2 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification. The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “*Texas Attorney General*”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). The Bank represents and verifies that it has (i) on file a standing letter (“*Standing Letter*”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.01 (a) through (d) hereof, and (ii) will, upon request of the District or Bond Counsel on behalf of the District, provide the District and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the date of this Amendment and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

4.3 Bank Representation Regarding Form 1295. The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

ARTICLE 5

Miscellaneous

5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of

business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.3 Construction/Governing Law.

This Amendment shall be governed by all of the provisions of the Note Purchase Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Agreement.

5.4 Entire Agreement.

THIS AMENDMENT AND THE NOTE PURCHASE AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

FORT BEND INDEPENDENT SCHOOL
DISTRICT

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____
Name: Justin Wahn
Title: Executive Director

First Amendment to Amended and Restated Fee Agreement for Amended and Restated Note Purchase Agreement

This First Amendment to Amended and Restated Fee Agreement to Amended and Restated Note Purchase Agreement (the "*First Amendment*") is effective as of October 1, 2025 (the "*Effective Date*") between JPMorgan Chase Bank, National Association (the "*Bank*") and Fort Bend Independent School District (the "*District*"). This First Amendment amends the Amended and Restated Fee Agreement to Amended and Restated Note Purchase Agreement between the Bank and the District entered into as of July 24, 2023, but effective as of August 17, 2023 (the "*Amended and Restated NPA Fee Agreement*").

Reference is hereby made to the Amended and Restated Note Purchase Agreement, dated as of July 24, 2023, but effective August 17, 2023, by and between the Bank and the District, as amended by the First Amendment to the Amended and Restated Note Purchase Agreement, dated October 1, 2025, as may be further amended (collectively, the "Note Purchase Agreement"), relating to the District's Unlimited Tax Commercial Paper Notes, Series B (the "Series B Notes" or the "Notes"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Note Purchase Agreement.

Article I Amendment

Section 1.1 Amendment to Section 1.1. Commitment Fee of the Amended and Restated NPA Fee Agreement.

Section 1.1. Commitment Fee of the Amended and Restated NPA Fee Agreement is hereby amended in its entirety to read as follows:

The District shall pay or cause to be paid to the Bank a non-refundable facility fee (the "Commitment Fee") on the Available Commitment; provided however; such Commitment Fee shall not be due as long as the Series A Commercial Paper Revolving Credit Agreement is in effect and the Available Commitment in such agreement is still outstanding. Upon termination of the Series A Commercial Paper Revolving Credit Agreement or the Available Commitment under such agreement the Commitment Fee shall begin to accrue as described below.

The Commitment Fee shall accrue initially at the rate of 37.5* basis points per annum (the "Commitment Fee Rate") on the Available Commitment subject to adjustment as provided in Schedule I below. Such Commitment Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December during term of the Agreement and on the Expiration Date (with any payment of the Commitment Fee to be pro-rated for the actual number of days elapsed for a payment due for a period of time that is more than or less than a full quarterly payment period), and shall be calculated on the basis of the average daily amount of the Available Commitment and a year of 360 days for the actual number of days elapsed; provided, however, that the Commitment Fee shall be increased or decreased as set forth in Schedule I below based on any increase or decrease in the Ratings**. If the Available Commitment is terminated in its entirety, the

accrued but unpaid Commitment Fee along with any amounts due pursuant to this Section 1.1 shall be payable on the effective date of such termination. The Bank's determination of the Commitment Fee pursuant to this Section 1.1 and Schedule I shall be conclusive absent manifest error.

Schedule I

Level	S&P Rating**	Fitch Rating**	Increase to Initial Commitment Fee Rate/Basis Points Per Annum
Level 1	AA or above	AA or above	+ 00 bps
Level 2	AA-	AA-	+ 20 bps
Level 3	A+	A+	+ 40 bps
Level 4	A	A	+ 60 bps
Level 5	A-	A-	+ 80 bps
Level 6	BBB+	BBB+	+ 100 bps
Level 7	BBB	BBB	+ 120 bps
Level 8	BBB-	BBB-	+ 140 bps

The Commitment Fee Rate for any date shall be determined by reference to the Ratings** in Schedule I above for such date. If the Ratings assigned by the Rating Agencies appear in more than one row (i.e., split rating), the Commitment Fee will be based on the lowest of the two (2) ratings. If any Rating is withdrawn or suspended for credit related reasons, or due to the failure of the District to provide adequate information to the Rating Agencies, then the Commitment Fee Rate shall automatically, without notice, increase by 100 basis points per annum over the Commitment Fee Rate then in effect until such Rating is restored. In addition to the foregoing, upon the occurrence of any Event of Default, and for so long as said Event of Default has not been cured or waived by the Bank, the Commitment Fee Rate shall automatically (without notice) increase by 100 basis points over the Commitment Fee Rate then in effect until such Event of Default has been cured. Each change in the Commitment Fee Rate resulting from a change in the Rating shall become effective on the date of the announcement or publication by the respective Rating Agency of a change in such rating or, in the absence of such announcement or publication, on the effective date of such changed Rating.

References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

*Commitment Fees accruing prior to November 1, 2025, shall accrue at the rate set forth in the Amended and Restated NPA Fee Agreement without giving effect to this First Amendment.

**"Rating" shall mean the long-term credit rating assigned to the District's general obligation bonds (without regard to any bond insurance, the Permanent School Fund or other credit enhancement) by each of the Rating Agencies.

Article II. Miscellaneous.

Section 2.1. Legal Fees. The fees of legal counsel to the Bank shall be paid pursuant to the First Amendment to Amended and Restated Note Purchase Agreement and the First Amendment to Amended and Restated Revolving Credit Agreement.

Section 2.2. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas; provided, however, that the Bank's obligations hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 2.3. Severability. Any provision of this First Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.4. Confidentiality. The District agrees not to disclose the information in this First Amendment to third parties except to the Board of Trustees of the District and to the extent the District is legally required to do so.

Section 2.5. Counterparts/Electronic Signatures. This First Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this First Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties agree that any electronically signed document (including this First Amendment) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the

basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Article III. Bank Representations

Section 3.1. Verifications of Statutory Representations and Covenants. The Bank makes the following representations, verifications and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “Government Code”), as heretofore amended, in entering into this First Amendment. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this First Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this First Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do

not boycott energy companies and will not boycott energy companies during the term of this First Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

3.2 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification. The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). The Bank represents and verifies that it has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.01 (a) through (d) hereof, and (ii) will, upon request of the District or Bond Counsel on behalf of the District, provide the District and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the date of this First Amendment and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

3.3 Bank Representation Regarding Form 1295. The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: _____
Name: Justin Wahn
Title: Executive Director

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Adoption of 2025 Ad Valorem Tax Rate		
Board Policy: CCG (Legal)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
<p>Consideration and approval of a resolution adopting the combined Ad Valorem tax rate of \$1.0569 per \$100 of valuation for the Fort Bend Independent School District for the 2025 tax year. The proposed tax rate includes the Maintenance and Operations (M&O) rate of \$0.7869, which covers the district's operational expenses, and an Interest and Sinking (I&S) rate of \$0.2700, which is designated for the repayment of bonds issued by the district. The adoption of the recommended tax rate ensures that the district can continue to meet its financial obligations while providing necessary services and maintaining its infrastructure.</p>

Summary/Background
<p>In accordance with the Property Tax Code Section 26.05, the Board of Trustees must approve the tax rate of the district. The method of adopting the tax rate must be a written resolution. Before setting a tax rate, school districts must publish notices on the district's website and in newspapers distributed within the school district boundaries, conduct a public hearing regarding the district's budget and tax rate; and adopt a budget.</p> <p>The district received certified property values from the Fort Bend Central Appraisal District on July 25, 2025, has complied with the requirements of the law, and can now proceed with adoption of the tax rate for the 2025-26 fiscal year.</p> <p>The Fort Bend Independent School District's proposed tax rate for the 2025 tax year is \$1.0569 per \$100 of valuation, which exceeds the district's voter-approval tax rate. An election to ratify the proposed rate (VATRE) is not required pursuant to Texas Tax Code §26.042(e) because the district experienced increased expenditures to respond to Hurricane Beryl in 2024 and the Governor requested federal disaster assistance for the area in which the District</p>

Fort Bend Independent School District

is located. The 2025 total tax rate was calculated as required by law and includes seven disaster pennies, which will be used to fund one-time compensation and benefits adjustments for staff.

This year's proposed tax rate exceeds the district's no-new-revenue rate of \$1.0130 requiring the motion to adopt the tax rate to include language indicating a "tax increase" as stated in Tax Code Section 26.05(b).

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

FORT BEND INDEPENDENT SCHOOL DISTRICT

A RESOLUTION

A RESOLUTION ADOPTING A 2025 TAX RATE AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE FORT BEND INDEPENDENT SCHOOL DISTRICT FOR THE YEAR OF 2025-26, DIRECTING THE ASSESSMENT AND COLLECTION THEREOF:

Whereas, the Board of Trustees of Fort Bend Independent School District finds that the tax rate for the year 2025, hereinafter levied for all lawful expenses of the school district and the carrying out of the duties and responsibilities placed upon said school district by law must be levied to provide the revenue requirements of the budget for the ensuing year; and

Whereas, the Tax Collector of Fort Bend County has certified a tax collection rate of one hundred (100.00) percent; and

Whereas, the District was impacted by a natural disaster, Hurricane Beryl that made landfall on July 8, 2024 and was declared a disaster by the President of the United States and the Acting Governor of Texas; and

Whereas, the Texas Tax Code Section 26.042(e) allows an entity to increase the maintenance and operations tax rate higher than the voter-approval tax rate, up to two years following the disaster; and

Whereas, the Board of Trustees intends to include seven disaster pennies as allowed for by the Texas Tax Code in fiscal year 2025-26, increasing the maintenance and operations tax rate from \$0.7169 to \$0.7869; and

Whereas, the Board of Trustees of Fort Bend Independent School District finds that all things prerequisite to the passing of this resolution, including all notices of hearings, consideration of budget and all other things have been done and performed; and

Whereas, the Board of Trustees of Fort Bend Independent School District further finds that the taxes for the year 2025, hereinafter levied therefore are necessary to pay all lawful expenses of the district and to carry out the duties and obligations placed upon said school district by law and to provide the required sinking fund on outstanding bonds of the school district and on bonds proposed to be issued for such purposes during the ensuing year; and,

Whereas, the 2025 total no-new-revenue tax rate calculated as required by law is \$1.0130 per \$100 of valuation. The proposed rate of \$1.0569 reflects an increase of \$0.0438 cents per \$100 of assessed valuation. *THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$70.00*

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT THAT;

SECTION 1. For the further maintenance of public free schools in this school district and to pay the principal of and interest on outstanding bonds of the district during the ensuing year, and for all other lawful purposes, there is hereby levied and ordered to be assessed and collected for the year 2025, and for each year thereafter until it be otherwise provided and ordered, on all property situated within the limits of the boundaries of this school district, and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$1.0569 (\$0.7869 to be used for maintenance and operations and \$0.2700 to be used for payment of bonds) on the One Hundred (\$100) Dollars valuation of such property.

SECTION 2. The tax rate adopted herein exceeds the District's voter-approval tax rate due to increased expenditures necessary to respond to a disaster. An election to ratify the adopted tax rate is not required pursuant to Texas Tax Code § 26.042(e), because the tax rate adopted herein is in response to a disaster in the year following the disaster. In adopting this tax rate, the Board of Trustees affirmatively finds that on July 8, 2024, Hurricane Beryl made land fall in Texas as a Category 1 hurricane and caused widespread damage in the District, that a disaster declaration was issued by the Acting Governor of

FBISD 2025 Tax Rate Resoultion

Texas on July 6, 2024 in response the storm, that federal disaster assistance was requested for Fort Bend County, and that all requirements to adopt this tax rate pursuant to Texas Tax Code § 26.042(e) have been met.

SECTION 3. This resolution shall become effective from and after its passage. Passed, adopted and ordered by the Board of Trustees, at a meeting at which a quorum was present with more than sixty percent of the trustees voting for and at which meeting this resolution, in written form, was before the Board at the time of its adoption on the 15th day of September 2025. The results of the 2025 tax rate vote are as follows:

Trustees Voting For:

- Kristin Tassin, President
- Angie Hannan, Vice President
- Shirley Rose-Gilliam, Secretary
- Afshi Charania
- Angie Wierzbicki
- Adam Schoof

Trustees Voting Against:

- Kristin Tassin, President
- Angie Hannan, Vice President
- Shirley Rose-Gilliam, Secretary
- Afshi Charania
- Angie Wierzbicki
- Adam Schoof

APPROVED:

ATTEST:

 Kristin Tassin, President
 Fort Bend ISD Board of Trustees

 Shirley Rose-Gilliam, Secretary
 Fort Bend ISD Board of Trustees

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: 2025 Property Tax Roll Resolution		
Board Policy: CCG (Legal)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of a resolution approving the 2025 property tax roll, based on the certified property values from Fort Bend County Tax Appraisal District.

Summary/Background
<p>Section 26.09(e) of the State Property Tax Code requires approval by the governing body of the appraisal roll each year with tax amounts entered to constitute the District's tax roll. The attached resolution provides information on the tax amounts due based on the 2025 appraisal roll assuming the new homestead exemptions passed by the State.</p> <p>Senate Bills 4 and 23 passed by the 89th Texas Legislature require districts to calculate the tax rate and roll assuming the constitutional amendments S.J.R 85 and S.J.R. 2, related to increased homestead exemptions, are approved by Texas voters on the November 4, 2025, election date. The certified property values received from Fort Bend County Central Appraisal District on July 25, 2025, reflect a decrease of approximately 4.92% in total taxable property value with the increased homestead exemptions. Excluding the homestead exemption, total property values increased by 4.81% from Senate Bill 4 and Senate Bill 23.</p> <p>The District will be held harmless for the loss in property value associated with the increase to the homestead exemption through state revenue funding for the maintenance and operation tax rate. For the interest and sinking tax rate, the District will be held harmless for the loss in property value for the increased homestead exemption for debt issued by September 1, 2025.</p>

Fort Bend Independent School District

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

**FORT BEND INDEPENDENT SCHOOL DISTRICT
TAX ROLL RESOLUTION**

WHEREAS, Section 26.09(e) of the Property Tax Code requires approval by the governing body of the Fort Bend Independent School District of the appraisal roll with tax amounts entered by the assessor, for the year 2025 tax year, and

WHEREAS, such roll was presented to the Fort Bend Independent School District's Trustees on September 08, 2025, and appears in all things correct as under the applicable laws of Texas, and

WHEREAS, said Trustees voted in open session to approve said roll,

IT IS HEREBY RESOLVED by the Trustees that the 2025 certified appraisal roll with amounts due totaling \$610,674,844 for the year 2025 tax year is approved and is the tax roll for the Fort Bend Independent School District for the 2025-26 school year.

Passed and adopted this 15th day of September, 2025.

Kristin Tassin, President
Fort Bend ISD Board of Trustees

Dr. Shirley Rose-Gilliam, Secretary
Fort Bend ISD Board of Trustees

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: 2025 - 2026 T-TESS Appraisers		
Board Policy: DNA — Performance Appraisal: Evaluation of Teachers	District Priority: Priority 3	
Department: Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of certified campus-based T-TESS Appraisers in administrative positions to serve as teacher appraisers for the 2025-26 school year.

Summary/Background
The Texas Teacher Evaluation and Support System (T-TESS) requires appraisers to complete a three-day training and maintain certification by passing the online exam annually. Only certified appraisers may conduct formal observations. Appraisers evaluate teaching proficiency and provide evidence-based feedback that guides instructional improvements and supports student outcomes. Administration verifies each appraiser's compliance with Chapter 150, Commissioner's Rules on Educator Appraisal, pending annual Board approval.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:
Kathleen Brown
Deputy Superintendent Operations

Glenda Johnson
Chief Human Resources Officer

Fort Bend Independent School District

T-TESS Certified Assistant Principals

Abarado, Ailynne	Dickerson, Ava	Jones, Jeri	Ray, Savannah
Alexopoulos, Alexia	Dolmo, Andrea	Jones, Sheri	Raza, Usama
Allen, Carissa	Dowd, Mary	Karam, Jason	Reese, Shannon
Allen, Traneisha	Duvall, Brent	Khan, Meraj	Richards, Anesta
Amey, Errynne	East, Timothy	Kirkpatrick, Cynthia	Roach, Stefanie
Bakus, Susan	Eiland, Deanna	Koski, Jenny	Roberson, Veronica
Barnes, Paulette	English, Sherayne	Krantz, Danielle	Rodriguez, Sofia
Bartels, Jennifer	Ervin, Bertrick	La Fleur, Dawn	Rogers, Dawn
Bassett, Damien	Evans, Sonya	Lewis, Dontee	Russell, Stephanie
Bates, Ricardo	Farooq, Aneela	Long, George	Schultz, Patrick
Bathe, Theresa	Ford, Callie	Lowe, Theodus	Scott, Tisha
Beller, Tyesha	Foulds, Gregory	Lyons-Irving, Dakita	Sellers, Marcy
Benavides, Walter	Fowler, Paul	Machado, Anagha	Silas, Camille
Bennett, Michael	Gaines, Ricardo	Mackay, Charles	Skinner, Lita
Bland, Cristina	Garza, Jorge	Maldonado, Joseph	Smith, Jerrold
Blasdell, Michael	Garza, Patricia	Martin, John	Sonnier, Angela
Bowman, Etima	Gibson, Thristle	Martinez, Christian	Squires, Heather
Brown, Jasmi	Goldman, Alvin	Mayberry, Monique	Stewart, Christina
Brown, Sarah	Goodwin, Luster	Mayfield-Hasker, Misty	Sweeney, Carla
Byrd, Angelina	Gray, Robin	Mays, Holley	Sweeney, Eric
Byrd, Kevin	Gray, Shannon	Mccabe, Matthew	Swilley, Jason
Campbell, Tania	Guzman, Richard	Mcdowell, Stephanie	Taylor, Ashli
Cardenas, Marcos	Hammond, Hannah	Mcgregor, Melynda	Thompson, Tarisa
Carrington, Felecia	Hayes, Jesse	Mercedes, Luis	Traughber, Shirley
Cheek, Sandra	Holmes, Felicia	Mikel, Shaketha	Udechukwu, Adaun
Cheng, Yan	Hunter, Tammy	Miles-Essone, Jeannie	Van Gilder, Richard
Chenier, Gwendolen	Isaac, Natacha	Morvant, Sarah	Vershon, Erika
Coleman, Knara	Ivory, Dominick	Murphy, Eric	Warner, Ashley
Colter, Michelle	Jackson, Mylana	Nnamani, Chinasa	Washington, Laronda
Cousin, Lawrence	Jedkins, Rontreall	Patel, Milli	Watson, Patrick
Crespo, Romulo	John, Sonia	Perez Cortes, Alexaida	Wilburn, Paul
Croft, Michele	John, Vanessa	Perez, Brandy	Williams, Alexandria
Cuillier, Joseph	Johnson, Rafeal	Phillips, Andrea	Williams, Tonichia
Dalton, Laura	Johnson, Stephanie	Phillips, Lashonda	Woodard, Brandon
Daniels, Eugene	Johnson, Sunday	Pike, Michael	Wooten, Rachelle
Davis, Jennifer	Johnson, Tonisha	Pope, Derryk	Zamora, Aleida
Day, Callie	Joiner, Deirdri	Powers, Erick	
Delesbore, Sharon	Jones, Brandi	Pyles, Sonni	

Fort Bend Independent School District

T-TESS Certified Associate Principals

Alvarez, Dionna	Brown, Terrick	Martin, Monika	Thomas, Nancy
Anthony, Lakisha	Campbell, Philip	Montelongo, Lori	Walter, Suni
Arvie, Miyoshi	Chacko, Susan	Ogle, Karissa	Warren, Matthew
Austin, Latoya	Harris, Mateba	Parsad, Ann-Marie	Williams, Shannon
Border, Courtney	Hitchcock, Brad	Rich, Tracey	Wilson, Blake
Briceno, Felipa	Holland, Alfred	Richmond, Candace	
Brigham, Deandria	Kirkpatrick, James	Rutledge, Lori	
Brown, Darwin	Lovetinsky, Kyle	Taylor, Matthew	

T-TESS Certified Deans

Benavides, Heather	Brown, Dominique	Mack, Ishaka	Pierce, Efrem
Blaylock, Khalilah	Green, Mary	Moore, Lawrence	Williams, Kristen

T-TESS Certified Principals

Agina, Tiffany	Craig, Lori	Kowrach, Justin	Roberson, Andre
Anderson Griffin, Kyella	Curtis, Tonya	Laberge, Sarah	Roberts, Jennifer
Arana, Clementine	Dow, Angela	Lam, Donald	Roberts, Nikki
Baker, Tara	Dow, Sheka	Leiva, Carlo	Rodgers, Amanda
Bennett, Elainea	Durham, Kristi	Lemon, Trevor	Rosier, Rachel
Blackmer, Cindel	Edmond, Erika	Lewis, Carlos	Sanchez, Nancy
Bogle, Latecha	Elissetche, Gilberto	Lopez, Karina	Squires, David
Bolden, Felicia	Fletcher, Danica	Macdonald, Mario	Stewart, Corey
Boler, Megan	Garrett, Latoya	Macklin, Audrey	Thomas, Marion
Bowie, Kimsheka	Garrett, Tara	Marsters, April	Uwaga-Sanders, Ogechi
Brooks, Brandi	Garza, Gabriella	Masculino, Mharbe	Viado, Stephanie
Brown, Reginald	Geis, Jaimie	Moss, Danielle	Wallace, Angela
Bruhn, Kari	Grady, Amber	Muceus, Courtney	Whisonant, Donna
Charles, Kimberly	Granger, Gregory	Murphy, Margaret	Williams, Jennifer
Chatman, Alysia	Haas, Raymond	Oglesby, Cholly	Williams, Lavanta
Church, Cozette	Hamilton, Tasha	Olson, Deanna	Williams, Tiffany
Clay, Kellie	Huerta Mendoza, Yvette	Patton, Carla	Wilson, Anitra
Collins, Cory	Hummel, Nancy	Pena, Jorge	Woodard, Stephanie
Contreras, Edgar	Issac, Kellie	Petru, Jennifer	Yelvington, Michael
Cortez, Rachel	Jackson, Danielle	Price, Lauren	
Craft, Hykeem	Kargbo, Kathryn	Prudhomme, Alexis	

T-TESS Certified Substitute Administrators

Blake, Yvette	Cobos, Irma	Fields, Yvonne	Friday, Yvonne
Brown, Theron	Fennick, Michelle	Fine, Andrea	Levington, Ivy

* Pending Verification of Certification and/or Annual Certification/Renewal

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Revision of Policy EFB (Local)		
Board Policy: EFB (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed revision of local policy EFB (Local).

Summary/Background
EFB – Instructional Materials: Library Resources TASB provided revisions to comply with Senate Bill 13.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

PROPOSED POLICY

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

Philosophy

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

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

**Collection
Development Policy**

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus or classroom libraries. ~~library.~~ [See EFB(LEGAL)]

The library
collection
development ~~Respe~~
neibility

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

The Superintendent shall ensure ~~In developing library collections,~~ the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

~~administration trains~~ The District shall ensure librarians, professional library staff, and other designated professional staff are trained or receive information on this policy and the library proper collection development standards.

Collection
Development Goals

~~Acquisition and Maintenance of Library~~ The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Promote equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation
and Procurement of
Materials

~~When selecting, acquiring, and evaluating library materials,~~ Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall develop recommendations to be presented to the Board. The librarians and other professional staff must satisfy local priorities and District standards by ensuring materials: shall ensure that the materials:

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

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

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

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

The Board shall consider the list of library materials that have been donated or proposed by the administration for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

<p><u>Donated and Proposed Procurement List</u></p>	<p><u>The Board shall either approve or reject the library materials that have been donated or proposed for procurement.</u></p>
	<p><u>At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public, online, the list of library materials in accordance with law.</u></p> <p><u>The posting of notice and Board approval are not required for acceptance of a donation, or procurement, of library materials that have the same ISBN number as a library material that is already in the District's library collection or that has already been approved by prior Board vote.</u></p>
<p><u>Access Plan</u></p>	<p><u>The District shall allow efficient parental access to the District's library and any available online catalogs.</u></p> <p><u>Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.</u></p> <p><u>Each campus shall communicate the following to parents and guardians:</u></p> <ul style="list-style-type: none"><u>Access to policies relating to school libraries and library materials;</u><u>Consistent access to library materials and resources; and</u><u>Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.</u>
<p>Parental Involvement</p>	<p>Parents and guardians are the primary decision-makers regarding their student's<u>child's</u> access to library materials<u>material</u>. In general, a student is afforded the opportunity to self-select library materials as part of literacy development- and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the <u>student and</u> parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student<u>child</u>.</p> <p>In accordance with state law and administrative procedures, parents or guardians may <u>submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access</u></p>

Access
Procedures
School Library

for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their ~~student~~child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

~~Parents may, subject to technological feasibility, choose to receive notifications of library materials checked out by their student from the campus library. A parent's ability to review materials available to, offered to, or used by their student may not be limited or obstructed in any way, see EF(LEGAL).~~

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

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

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

Online Library
Catalog

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

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from
Inappropriate
Material

~~The District shall comply~~In accordance with state law and federal laws governing student access to guidance from the Texas State Library and Archives Commission, library materials (See Policy EFB (Legal)) and the District will shall not acquire or maintain materials include "harmful material"; any library material that are is pervasively vulgar, or educationally unsuitable, obscene and ; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

~~Obscene material is not protected by the First Amendment, or that promote sexual activity among minors or that contain graphic images or explicit descriptions of sex acts or simulations of such acts including graphic depictions or descriptions of~~ to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or District resident may challenge library material maintained in the District's library program.

Guiding Principles~~touching~~

The following principles shall guide the review of genitalia challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff and the Board followed the proper procedure and adhered to the objectives and criteria for the purpose of sexual arousal, recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal Challenge

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or adminis-

Formal
Challenge

trator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and the form to request a formal challenge of the library material.

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

After a challenge form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

Challenge
Committee

The Superintendent, or Superintendent's Designee, shall appoint a challenge committee and notify committee members in accordance with administrative procedures.

The challenge committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, ~~secondary-level students, parents or guardians,~~ and any other appropriate individuals.

The District shall provide members of the ~~committee~~committee with the relevant materials to review in accordance with the deadlines established in administrative procedures and in accordance with law.

Any meeting of the committee must comply with the meeting requirements under Education Code 33.025 (g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be

	<p><u>available in the library. The committee shall prepare a written report of its findings.</u></p> <p><u>The Superintendent, thea school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the committee's report.</u></p> <p><u>An individual who submitted a challenge may appeal the decision to the Board. The individual must provide the notice of appeal in accordance with administrative procedures.</u></p> <p><u>The Board shall hear the appeal and render a decision in accordance with the timelines established in law.</u></p> <p><u>When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.</u></p>
<p><u>Appeal</u></p>	
<p><u>Frequency of Review</u></p>	<p><u>After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.</u></p>
<p><u>Removal of Library Materials</u></p>	<p><u>If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.</u></p>
<p>Maintenance of Library Materials</p>	<p>In accordance with state law, this policy, state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. <u>The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus.</u> Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]</p>
<p>Gifts and Donations</p>	<p>The District may<u>Board shall</u> accept gifts and donations of library materials provided with the understanding that anythe use orand disposition of the materials compliesand monies will be in accordance with thisDistrict policy and all other applicable district policies.the selection criteria noted above. <u>the selection criteria noted above.</u> [See CDC]</p>
<p><u>Annual Training</u></p>	

	<p><u>The Superintendent shall ensure that administrative procedures are developed and include annual training on the following topics for staff involved in the challenge process:</u></p> <ol style="list-style-type: none"><u>1. Required notices;</u><u>2. Meeting minutes;</u><u>3. Audio or video recordings of the meeting; and</u><u>4. Applicable timelines.</u>
<p>Reconsideration of Library Material</p> <p>Guiding Principles</p>	<p>A parent, guardian, District employee or trustee may request the reconsideration of library materials.</p> <p>The following principles shall guide the review of a request to reconsider a library material:</p> <ol style="list-style-type: none">A parent's or guardian's right to exercise control over access to a library material shall extend only to his or her own child.The Superintendent or Superintendent's designee may at any time remove a library material when required by law (See Policy EFB (Legal)) or if the Superintendent or Superintendent's designee determines the acquisition, use, or maintenance of the material does not comply with this policy. The Superintendent or Superintendent's designee may temporarily restrict access to a challenged material during the reconsideration process. The Superintendent or Superintendent's designee shall also deny access to a student upon request of the student's parent or guardian.
<p>Informal Reconsideration</p>	<p>No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.</p> <p>When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.</p> <p>When a parent or guardian objects to a library material, access to the material by the parent or guardian's student shall be restricted and an alternative material shall be offered.</p>

~~Formal Request
for
Reconsideration~~

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

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

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

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

~~Appeal~~

~~In the event the request for reconsideration is referred to a committee, the committee shall, absent extenuating circumstances, submit a recommendation to the Superintendent or Superintendent's designee within 30 business days. The Superintendent or Superintendent's designee may accept, reject, or modify the committee's recommendation.~~

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

~~Public
Information~~

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

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

~~Frequency of
Review~~

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

This policy shall be reviewed at least every three years and revised as necessary.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Revision of Policy EIF (Local)		
Board Policy: EIF (Local)	District Priority: Priority 1	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed revision of local policy EIF (Local).

Summary/Background
EIF – Academic Achievement: Graduation TASB recommended revision of this policy in Update 108 in 2017 as this local policy on graduation has been revised to delete reference to the minimum, recommended, and advanced/distinguished achievement graduation programs.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

COURSE
REQUIREMENTS

To graduate, a student must complete the courses required by the District in addition to those mandated by the state.

COURSE
REQUIREMENTS

A student who receives special education services may graduate if the student meets applicable state requirements. The admission, review, and dismissal (ARD) committee shall determine whether the student has satisfactorily completed the student's individualized education program (IEP) and whether satisfactory performance on the required state assessments is necessary in accordance with state graduation requirements for students with special needs. [See EIF(LEGAL)]

FOUNDATION GRADUA
TION PROGRAMS
INSTITUTED
PRIOR TO
2014-15

~~Students enrolled in high school prior to the 2014-15 school year may graduate under state programs other than the foundation program, including the Minimum Program, the Recommended Program, and the Advanced/Distinguished Achievement Program. The courses required for each of these programs shall be listed in appropriate publications. The District credit requirements under these programs are listed below.~~

MINIMUM
PROGRAM

~~The District requires no additional credits for graduation under the Minimum Program beyond the number mandated by the state.~~

RECOMMENDED
PROGRAM

~~The District requires no additional credits for graduation under the Recommended Program beyond the number mandated by the state.~~

ADVANCED/
DISTINGUISHED
ACHIEVEMENT
PROGRAM

~~The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond the number mandated by the state.~~

READING CREDITS

~~The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:~~

- ~~1. Recommendation by a teacher or counselor.~~
- ~~2. Scores on assessment instruments and/or achievement tests.~~

FOUNDATION
PROGRAM

The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

<u>WITHOUT AN ENDORSEMENT</u>	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
<u>WITH AN ENDORSEMENT</u>	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
<u>WITH AN ENDORSEMENT DISTINGUISHED LEVEL OF ACHIEVEMENT</u>	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
<u>DISTINGUISHED LEVEL OF ACHIEVEMENT</u>	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
<u>NO FINE ARTS SUBSTITUTIONS</u>	
<u>PHYSICAL EDUCATION SUBSTITUTIONS</u>	To the extent permitted by state rules applicable to the student's graduation program , the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
<u>ACTIVITIES AND COURSES</u>	
<u>PHYSICAL EDUCATION SUBSTITUTIONS</u>	The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner <u>Commissioner</u> of education <u>Education</u> . [See also EHAC]
<u>PRIVATE OR COMMERCIAL PROGRAMS AND COURSES</u>	

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Deletion of Policy CCG (Local) and Addition of Policy CCGA (Local)		
Board Policy: CCG (Local) and CCGA (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval of proposed deletion of local policy CCG (Local) and addition of Policy CCGA (Local)

Summary/Background
CCG – Local Revenue Sources: Ad Valorem Taxes for Deletion and CCGA – Ad Valorem Taxes: Exemptions and Payments for Addition
TASB Update 112 in 2018 recommended for consistency with the recoding of legal provisions described for Policy CCG (Local), the District’s local policy provisions on exemptions and payments of ad valorem taxes move from Policy CCG to Policy CCGA.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

LOCAL REVENUE SOURCES
AD VALOREM TAXES

CGG
(LOCAL)

No Discounts or Split Payments

~~Discount or split payment options shall not be provided for the payment of property taxes in the District.~~

Waiver of Penalties and Interest

~~The Board may consider the waiver of penalties and interest on delinquent tax payments. Some refunds may be required and others may be authorized under the provisions of the Property Tax Code.~~

Procedure

~~The Board has the sole authority to waive delinquent charges and that authority cannot be delegated. The decision on each request must be made in a public meeting where the issue of a penalty and interest waiver appears as a separate agenda item. The Board should consider all information available and any recommendation presented by the tax assessor-collector.~~

Requirements

~~The requirements for consideration in waiving penalties and interest on delinquent tax payments are as follows:~~

- ~~1. The Board shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the District or the appraisal district caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the third anniversary of the date the taxpayer knew or should have known of the delinquency.~~
- ~~2. The Board may waive penalties and provide for the waiver of interest on a delinquent tax if the property for which the tax is owed is acquired by a religious organization that qualifies the property for exemption under the Tax Code, Sec. 11.20 before the first anniversary of the date the religious organization acquired the property.~~

~~The requirements for consideration of waiving penalty and interest on a tax bill returned undeliverable to the District by the United States Postal Service are as follows:~~

- ~~1. The Board shall waive if the District does not send another tax bill on the property at least 21 days before the delinquency date to the current mailing address furnished by the property owner and the property owner establishes that a current mailing address was furnished to the appraisal district by the property owner before September 1 of the year in which the tax is assessed.~~

~~A request for waiver of penalties and interest must be made before the 181st day after the delinquency date.~~

- ~~2. The Board shall waive penalty and interest if the tax bill was returned because of an act or omission of an employee of the District or the appraisal district and the District did not send~~

- ~~another tax bill at least 21 days before the delinquency date to the proper mailing address.~~
- ~~a.—A property owner is considered to have furnished a current mailing address to the District or to the appraisal district if the current address is communicated to the appraisal district in writing.~~
 - ~~b.—The appraisal district received a copy of a recorded instrument transferring ownership of the property and the current mailing address is included in the instrument or in accompanying communications or letter of transmittal.~~
 - ~~c.—A request of waiver of penalties and interest under this section must be made before the 181st day after the delinquency date.~~
 - ~~d.—A property owner is not entitled to waiver if the property owner or the owner's agent furnished an incorrect mailing address to the appraisal district or the District.~~
 - ~~e.—Taxes for which penalty and interest have been waived must have been paid within 21 days of the property owner having received a bill for those taxes at the current mailing address.~~
- ~~3.—The governing body of a taxing unit shall waive penalties and interest on delinquent tax that is payable by electronic funds transfer under an agreement.~~
- ~~a.—The agreement must be in writing, signed by the collector and the person and specify the means or format of payment by electronic funds transfer.~~
 - ~~b.—The taxpayer must submit evidence as follows:
 - ~~(1)—The taxpayer attempted to pay the tax by electronic funds transfer in the proper manner before the delinquency date.~~
 - ~~(2)—The taxpayer's failure to pay the tax before the delinquency date was caused by an error in the transmission of the funds.~~
 - ~~(3)—The tax was properly paid by electronic funds transfer or otherwise not later than the 21st day after the date the taxpayer knew or should have known of the delinquency.~~~~

**Tax Office /
Appraisal District
Errors**

~~Errors by either the tax office or the appraisal district include, but are not limited to, the following circumstances:~~

- ~~1. Upon the receipt of a written instruction and/or request, tax office/appraisal district personnel credit payment to a wrong account and the correct amount accrues delinquent charges.~~
- ~~2. Tax office/appraisal district personnel give erroneous data in writing which causes an account to accrue delinquent charges.~~
- ~~3. Tax office/appraisal district staff apply notifications of change in ownership and/or address to the wrong account and cause the delinquency.~~
- ~~4. Tax office/appraisal district staff failed to act on a notification of change in ownership and/or address on a timely basis.~~

~~An error by omission is when tax office personnel fail to respond to a request for payment, information or changes in ownership and/or address. [See also CCH(LEGAL)]~~

Exceptions

~~Due to the strict provisions of the Property Tax Code prior to January 1, 1982, the Board will not waive delinquent charges for taxes levied before that date. The tax office's action does not cause the delinquency when the tax assessor-collector has mailed tax bills based on the most current tax roll and when the chief appraiser for the appraisal district has met the provisions of Section 25 of the Property Tax Code in formulating that most current tax roll. The tax office's action does not cause the delinquency when the tax assessor-collector has met the provisions of Section 31 of the Property Tax Code.~~

Consideration

~~In consideration for a waiver of penalties and interest on delinquent taxes paid, the Board:~~

- ~~1. Shall approve the waiver of all delinquent charges as requested if an act of an employee of the District or the appraisal district resulted in the taxpayer's failure to pay before the delinquency date.~~
- ~~2. May approve or disapprove the waiver of only one or two elements that make up the total delinquent charges if the property is owned by a religious organization that qualifies for exemption under the Tax Code and the property owner requests the waiver during the first year of ownership.~~
- ~~3. Shall approve the waiver of penalty and interest if the tax bill is undeliverable and returned by the United States Postal Service and the District does not send another tax bill at least 21~~

~~days before the delinquency date to the new information the owner furnished to the appraisal district before September 1 of the year in which the tax is assessed.~~

- ~~4. Shall approve the waiver of penalty and interest if an act or omission of the District or appraisal district caused the tax bill to be undeliverable and returned by the United States Postal Service and the District does not send another tax bill at least 21 days before the delinquency date to the proper mailing address.~~
- ~~5. Shall approve the waiver of penalties and interest if the District has a written agreement with the owner for payment by electronic transfer and the owner provides evidence of the attempt to pay before the delinquency date.~~

AD VALOREM TAXES
EXEMPTIONS AND PAYMENTS

CCGA
(LOCAL)

**No Discounts or
Split Payments**

Discount or split payment options shall not be provided for the payment of property taxes in the District.

**Waiver of Penalties
and Interest**

The Board may consider the waiver of penalties and interest on delinquent tax payments. Some refunds may be required and others may be authorized under the provisions of the Property Tax Code.

Procedure

The Board has the sole authority to waive delinquent charges and that authority cannot be delegated. The decision on each request must be made in a public meeting where the issue of a penalty and interest waiver appears as a separate agenda item. The Board should consider all information available and any recommendation presented by the tax assessor-collector.

Requirements

The requirements for consideration in waiving penalties and interest on delinquent tax payments are as follows:

1. The Board shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the District or the appraisal district caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the third anniversary of the date the taxpayer knew or should have known of the delinquency.
2. The Board may waive penalties and provide for the waiver of interest on a delinquent tax if the property for which the tax is owed is acquired by a religious organization that qualifies the property for exemption under the Tax Code, Sec. 11.20 before the first anniversary of the date the religious organization acquired the property.

The requirements for consideration of waiving penalty and interest on a tax bill returned undeliverable to the District by the United States Postal Service are as follows:

1. The Board shall waive if the District does not send another tax bill on the property at least 21 days before the delinquency date to the current mailing address furnished by the property owner and the property owner establishes that a current mailing address was furnished to the appraisal district by the property owner before September 1 of the year in which the tax is assessed.

A request for waiver of penalties and interest must be made before the 181st day after the delinquency date.

2. The Board shall waive penalty and interest if the tax bill was returned because of an act or omission of an employee of the District or the appraisal district and the District did not send

another tax bill at least 21 days before the delinquency date to the proper mailing address.

- a. A property owner is considered to have furnished a current mailing address to the District or to the appraisal district if the current address is communicated to the appraisal district in writing.
 - b. The appraisal district received a copy of a recorded instrument transferring ownership of the property and the current mailing address is included in the instrument or in accompanying communications or letter of transmittal.
 - c. A request of waiver of penalties and interest under this section must be made before the 181st day after the delinquency date.
 - d. A property owner is not entitled to waiver if the property owner or the owner's agent furnished an incorrect mailing address to the appraisal district or the District.
 - e. Taxes for which penalty and interest have been waived must have been paid within 21 days of the property owner having received a bill for those taxes at the current mailing address.
3. The governing body of a taxing unit shall waive penalties and interest on delinquent tax that is payable by electronic funds transfer under an agreement.
- a. The agreement must be in writing, signed by the collector and the person and specify the means or format of payment by electronic funds transfer.
 - b. The taxpayer must submit evidence as follows:
 - (1) The taxpayer attempted to pay the tax by electronic funds transfer in the proper manner before the delinquency date.
 - (2) The taxpayer's failure to pay the tax before the delinquency date was caused by an error in the transmission of the funds.
 - (3) The tax was properly paid by electronic funds transfer or otherwise not later than the 21st day after the date the taxpayer knew or should have known of the delinquency.

**Tax Office /
Appraisal District
Errors**

Errors by either the tax office or the appraisal district include, but are not limited to, the following circumstances:

1. Upon the receipt of a written instruction and/or request, tax office/appraisal district personnel credit payment to a wrong account and the correct amount accrues delinquent charges.
2. Tax office/appraisal district personnel give erroneous data in writing which causes an account to accrue delinquent charges.
3. Tax office/appraisal district staff apply notifications of change in ownership and/or address to the wrong account and cause the delinquency.
4. Tax office/appraisal district staff failed to act on a notification of change in ownership and/or address on a timely basis.

An error by omission is when tax office personnel fail to respond to a request for payment, information or changes in ownership and/or address. [See also CCH(LEGAL)]

Exceptions

Due to the strict provisions of the Property Tax Code prior to January 1, 1982, the Board will not waive delinquent charges for taxes levied before that date. The tax office's action does not cause the delinquency when the tax assessor-collector has mailed tax bills based on the most current tax roll and when the chief appraiser for the appraisal district has met the provisions of Section 25 of the Property Tax Code in formulating that most current tax roll. The tax office's action does not cause the delinquency when the tax assessor-collector has met the provisions of Section 31 of the Property Tax Code.

Consideration

In consideration for a waiver of penalties and interest on delinquent taxes paid, the Board:

1. Shall approve the waiver of all delinquent charges as requested if an act of an employee of the District or the appraisal district resulted in the taxpayer's failure to pay before the delinquency date.
2. May approve or disapprove the waiver of only one or two elements that make up the total delinquent charges if the property is owned by a religious organization that qualifies for exemption under the Tax Code and the property owner requests the waiver during the first year of ownership.
3. Shall approve the waiver of penalty and interest if the tax bill is undeliverable and returned by the United States Postal Service and the District does not send another tax bill at least 21

days before the delinquency date to the new information the owner furnished to the appraisal district before September 1 of the year in which the tax is assessed.

4. Shall approve the waiver of penalty and interest if an act or omission of the District or appraisal district caused the tax bill to be undeliverable and returned by the United States Postal Service and the District does not send another tax bill at least 21 days before the delinquency date to the proper mailing address.
5. Shall approve the waiver of penalties and interest if the District has a written agreement with the owner for payment by electronic transfer and the owner provides evidence of the attempt to pay before the delinquency date.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Deletion of Policy CRB (Local)		
Board Policy: CRB (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed revision of local policy CRB (Local).

Summary/Background
CRB – Insurance and Annuities Management: Liability Insurance for Revision TASB Update 112 in 2018 recommended deletion of this local policy addressing the various types of insurance the district will purchase, as these decisions are typically made during the budget process and there is no requirement to reflect these decisions in Board policy. However, the Administration is recommending revisions to retain specific information related to liability insurance.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

INSURANCE AND ANNUITIES MANAGEMENT
LIABILITY INSURANCE

CRB
(LOCAL)

TRUSTEE AND
EMPLOYEE LIABILITY
INSURANCE

The District shall purchase a liability insurance policy or provide self-insurance in an amount necessary to provide liability coverage for Trustees and employees who are exposed to individual liability by virtue of their duties.

TRUSTEES AND
EMPLOYEES

The District shall pay actual damages, court costs, and attorney's fees adjudged against a Trustee or employee if the damages are based on an act or omission by the Trustee or employee in the course and scope of official duties and arise out of a cause of action for negligence, except a willful or wrongful act or omission or an act or omission constituting gross negligence, or for official misconduct.

~~The District may, at the Board's discretion and upon such terms and conditions as the Board deems appropriate, pay or reimburse attorney's fees and related costs incurred in connection with the representation of an employee in an administrative hearing before a state licensing Board of Examiners, arising from a complaint against the employee for conduct engaged in while acting in good faith and in the course and scope of their official duties with the District.~~

SCHOOL VEHICLES

Liability insurance coverage shall be purchased on all school-owned and-operated vehicles.

~~The District shall not assume any liability for any injury that may be incurred by District personnel or students other than the liability assigned by law or the courts.~~

~~By adopting this policy, the District does not waive or modify any defense, immunity, or jurisdictional bar available to the District or its employees. No policy of insurance providing coverage to an officer or employee of the District is modified or changed by this policy.~~

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Revision of Policy DFAA (Local)		
Board Policy: DFAA (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed revision of local policy DFAA (Local).

Summary/Background
DFAA – Probationary Contracts: Suspension/Termination During Contract for Revision TASB Update 107 in 2017 recommended changing the “or” to an “and” in the first line to clarify that suspension with pay is the same as being placed on administrative leave. Likewise, the unnecessary reference to administrative leave at the end of the sentence has been deleted. A sentence was added regarding the authority of the superintendent, or designee, to temporarily reassign an employee who has been suspended with pay during an investigation.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LOCAL)

SUSPENSION WITH
PAY

A probationary contract employee may be suspended with pay ~~an-~~
~~der~~ placed on administrative leave by the
~~Superintendent~~Superintendent during an investigation of alleged
misconduct by the employee or at any time the
~~Superintendent~~Superintendent determines that the District's best
interest will be served by the suspension.

The Superintendent or designee may temporarily reassign an em-
ployee who has been suspended with pay during an investigation.
or administrative leave.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Revision of Policy DFBA (Local)		
Board Policy: DFBA (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		
<input checked="" type="checkbox"/> Reviewed by Chief of Staff		

Recommendation
Consideration and approval of proposed revision of local policy DFBA (Local).

Summary/Background
DFBA – Probationary Contracts: Suspension/Termination During Contract for Revision TASB Update 107 in 2017 recommended changing the “or” to an “and” in the first line to clarify that suspension with pay is the same as being placed on administrative leave. Likewise, the unnecessary reference to administrative leave at the end of the sentence has been deleted. A sentence was added regarding the authority of the superintendent, or designee, to temporarily reassign an employee who has been suspended with pay during an investigation.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LOCAL)

SUSPENSION WITH
PAY

A term contract employee may be suspended with pay ~~and/or~~ placed on administrative leave by the ~~Superintendent~~ Superintendent during an investigation of alleged misconduct by the employee or at any time the ~~Superintendent~~ Superintendent determines that the District's best interest will be served by the suspension.

The Superintendent or designee may temporarily reassign an employee who has been suspended with pay during an investigation, or administrative leave.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Deletion of Policy EHBC (Local) and Revision of Policy EHBCA (Local)		
Board Policy: EHBC (Local) and EHBCA (Local)	District Priority: Priority 1	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed deletion of Policy EHBC (Local), and revision of Policy EHBCA (Local).

Summary/Background
EHBC – Special Programs: Compensatory Services and Intensive Programs and EHBCA – Compensatory Services and Intensive Programs: Accelerated Instruction In TASB Update 122 in 2023, TASB recommended the move of Policy EHBC to EHBCA to align with the legal policy created at that code in Update 121. House Bill 1416 made several changes to the requirements for accelerated instruction. Recommended changes to this policy reflect that a parent’s ability to request a particular teacher after a student fails to perform satisfactorily on a state assessment is no longer limited to students in grades 3, 5, and 8.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

**SPECIAL PROGRAMS
COMPENSATORY SERVICES AND INTENSIVE PROGRAMS**

**EHBC
(LOCAL)**

Philosophy

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

**Compensatory/
Accelerated Services**

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

**Accelerated
Instruction**

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

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

**Accelerated
Learning Committee**

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

~~A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG. Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.~~

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
ACCELERATED INSTRUCTION

EHBCA
(LOCAL)

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

**Accelerated
Instruction**

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

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

**Accelerated
Education Plan**

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Revision of Policy EHBD (Local)		
Board Policy: EHBD (Local)	District Priority: Priority 1	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed revision of Policy EHBD (Local).

Summary/Background
EHBD – Special Programs: Federal Title I
TASB Update 105 in 2016 recommended revisions to this policy to include the following:
<ul style="list-style-type: none">• At parent and family engagement plan, ESSA expands on the previous NCLBA requirement regarding parental involvement to require districts to conduct outreach to "family members" of district students as well as parents.• Districts must implement programs, activities, and procedures for the involvement of parents and family members to receive funds under Title I, Part A.• ESSA adds new provisions regarding engaging families, including involving parents in the activities of the schools served under Title I, Part A, which may include establishing a parent advisory board to adequately represent served families for the purpose of developing, revising, and reviewing the parent and family engagement policy, which will be incorporated into the district plan. [See BQ(LOCAL) for additional guidance regarding parent and family engagement plans.]• ESSA maintains the NCLBA requirement that educational services and other benefits for students in private schools be equitable in comparison to services and other benefits for public school children participating under Part A, but adds several new required services: instructional services, counseling, mentoring, and one-on-one tutoring.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Fort Bend Independent School District

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

COMPARABILITY OF
SERVICES

As required by law in order to receive Title I, Part A funds, the District shall provide to TEA written assurance regarding comparability of services across the District in teachers, administrators, and other staff, as well as in the provision of curriculum materials and instructional supplies.

For information on the District salary schedule, see DEA(LOCAL).

~~The Board shall ensure equity in services among campus programs and shall maintain appropriate records reflecting equity.~~

As reflected in District records and as submitted to TEA, the District shall document compliance by using, ~~equity shall be maintained Districtwide in~~ one of the following methods:~~areas:~~

1. Comparison of Expenditures of money per student from state and local expenditures per student~~funds;~~
2. Comparison of Instructional salaries per student expenditures~~for~~ from state and local base salaries~~funds;~~ or
3. Ratio of students to full-time equivalent instructional staff whose salaries are not federally funded.

~~3.— Instructional staff/student ratios.~~

In special programs, such as special education, ~~and~~ bilingual education, or English as a second language, a lower ratio may be maintained and more money may be spent per individual campus as necessary to fulfill other legal requirements. These costs shall be excluded from the comparability of services calculations. ~~{See DEA}~~

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Maximum Class Size Exceptions		
Board Policy: EEB (Legal)	District Priority: Priority 1	
Department: Choose Department		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of the Texas Education Agency (TEA) exception for class size in grades PreK-4 for elementary schools that exceed a teacher-to-student ratio of 22 students per classroom teacher (22:1).

Summary/Background
In accordance with Board Policy EEB (Legal), and Texas Education Code §25.112, districts must request an exception for any prekindergarten through fourth-grade classrooms that exceed the 22-student limit. The Board must approve any recommendation of a request for Maximum Class Size Exception Waiver prior to Administration submitting the request to the Texas Education Agency for final approval.
<i>Note: Administration is in the process of balancing class sizes and enrollment. To ensure the most up to date information is reflected, a final recommendation will be provided to the Board the week of September 8 in preparation for the September 15 Regular Board Meeting.</i>

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Grease, Grit Trap, and Dilution Tank Cleaning and Related Services. (COOP)		
Board Policy: CH, CV, or DBD (Local)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval for the purchase of grease, grit trap, and dilution tank cleaning and related services from D&H United Fueling Solutions, Inc. and Southwaste Disposal in an amount not to exceed \$350,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through September 2030.

Summary/Background
<p>On August 12, 2021, Fort Bend ISD issued RFP 22-004AB for kitchen grease trap removal, cleaning, and related services. This contract provides licensed vendors who perform grease trap cleaning services for the Child Nutrition Department (CND), as well as grit and dilution tank cleaning services for the Facilities Department and is set to expire in December 2025.</p> <p>25-049KS will ensure uninterrupted services and continued compliance with all applicable health, environmental, and municipal regulations. These services are essential to the District's operational continuity, regulatory compliance, and health and safety standards and are not only operationally necessary but required by state and local regulations.</p> <p>The Texas Commission on Environmental Quality (TCEQ), under 30 TAC 290 and 317, mandates the proper maintenance of wastewater systems to safeguard public health and environmental quality. Local municipalities enforce FOG (Fats, Oils, and Grease) management ordinances that require grease traps to be cleaned at set intervals, with proper documentation maintained for inspection.</p>

Fort Bend Independent School District

Fort Bend ISD currently maintains 81 grease traps, cleaned on a scheduled basis. Cycle 1 runs from November to December, and Cycle 2 runs from June to July. Locations within the City of Houston jurisdiction require quarterly cleaning, per local ordinance.

In addition to grease traps, the Facilities Department will require removal and cleaning of grit traps at the agricultural facilities throughout the District, and services to remove and clean dilution tanks for science labs on the District’s secondary campuses. These services will be performed on an as-needed basis for the Facilities Department.

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 current cooperative contract is active through September 2030. Should the contracts not be renewed for the full term, staff will utilize alternate cooperative contracts or return to the Board to request authorization to utilize an alternate procurement method.

Background

Expenditures in 2024-25 were \$92,00. Expenditures are not expected to exceed \$350,000 through September 2030. Funding is included in the budget.

Requested by:	Matthew Antignolo, Executive Director Child Nutrition Bryan Guinn, Chief Financial Officer	
Vendor:	Southwaste Disposal D&H United Fueling Solutions, Inc.	
Budget Sources:	General Fund Federal Funds	
Amount:	Not to exceed \$300,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of “no bid” responses received:	N/A	
Length of commitment:	Through September 2030	
Last solicitation date:	August 12, 2021	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Fort Bend Independent School District

Submitted by:

Bryan Guinn
Chief Financial Officer

Matthew Antignolo
Executive Director Child Nutrition

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Turnkey District Wide Glass Replacement Services		
Board Policy: CH, CV, or DBD (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval for the purchase of turnkey district wide glass replacement services from multiple vendors in an amount not to exceed \$380,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through September 2030.

Summary/Background
<p>The district has ongoing needs for a wide range of glass replacement and repair services across the district. This includes, but is not limited to, the replacement of doors, windows, and other interior and exterior glass surfaces at both campus locations and administrative facilities. These services are essential for the support and maintenance of the safety, security, and operational functionality of District buildings.</p> <p>On March 23, 2020, the Board approved RFP 20-070AR turnkey glass maintenance, replacement service, and related items, which is set to expire in September 2025. To ensure continuity of service and avoid any disruption in essential facility maintenance, Fort Bend ISD issued RFP 25-053AR on June 5, 2025.</p> <p>In most cases, glass replacements will be required on an "immediate delivery" basis due to safety or security concerns to ensure the continued safety and security of students, staff, and District property. As such, vendors must be capable of providing prompt service with minimal disruption to District operations.</p> <p>The district prioritizes the use of high-quality, durable materials, including tempered glass and security window film, to meet both functional and safety standards. In addition to facility-</p>

Fort Bend Independent School District

related glass services, this contract also includes the replacement and repair of auto and bus glass repair and replacement, which is essential to maintaining the district’s transportation fleet.

An evaluation team comprised of Fort Bend ISD staff members from the Business and Finance and the Facilities, Operations and Maintenance Departments evaluated the submissions. The district applied the “Best Value” process in selecting the vendors to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on September 16, 2025, and will run through September 15, 2028. With the two (2) option years, the contract can be extended until September 15, 2030.

Background

Expenditures in 2024-25 were \$74,251. Expenditures are not expected to exceed \$380,000 through September 2030. Funding is included in the budget.

Requested by:	Kathleen Brown, Deputy Superintendent of Operations Bryan Guinn, Chief Financial Officer	
Vendor:	Distinctive Glass Co. Inc. Hou-Tex Glass & Mirror Co.*** Glass Doctor of Greater South Houston	
Budget Sources:	General Fund	
Amount:	Not to Exceed \$380,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	241	
Number of vendors downloaded the solicitation:	22	
Number of responses received:	3	
Number of “no bid” responses received:	N/A	
Length of commitment:	Through September 2030	
Last solicitation date:	November 25, 2019	
Supporting documents:	Evaluation Summary and Criteria	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Fort Bend Independent School District

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Bryan Guinn
Chief Financial Officer

Tabulation Summary
RFP 25-026AR Turnkey District Wide Glass Replacement

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Hou-Tex Glass & Mirror	25.26	4.00	21.67	21.67	4.33	8.42	85.35	1
Distinctive Glass Co., Inc.	30.00	3.00	17.67	17.33	3.17	10.00	81.17	2
Glass Doctor of Greater South Houston	28.24	3.00	15.33	15.33	2.17	9.41	73.48	3

RFP 25-026AR Turnkey District-Wide Glass Replacement Services

	Evaluation Criteria	Point System
1	<p>Purchase price</p> <ul style="list-style-type: none"> • Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD. • Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer. 	30 points
2	<p>Reputation of the Vendor and of the Vendor's goods or services</p> <ul style="list-style-type: none"> • Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services. • Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.) 	5 points
3	<p>Quality of the Vendor's goods or services</p> <ul style="list-style-type: none"> • Service capabilities • Demonstrated competence: experience, etc. • Relevant experience • Experience and competence in dealing with large school districts • Customer service indicative of sound delivery of services • Safety issues • Quality control • Key personnel 	25 points
4	<p>Extent to which the goods or services meet the district's needs</p> <ul style="list-style-type: none"> • Understanding of the scope of work to be performed • Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact info.) Vendors must meet these expectations to be considered for recommendation. 	25 points
5	<p>Vendor's past relationship with the district For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> • Past projects or contracts of similar service that the vendor has had with the district. • Past projects or contracts of similar service the vendor has had with K-12 districts of similar size or larger. • Past projects or contracts of similar service the vendor has had with businesses or universities the size of our district. 	5 points
6	<p>Long-term cost to the district to acquire the Vendor's goods or services</p> <ul style="list-style-type: none"> • Warranty, setup fee; maintenance or other fees and other added cost 	10 points
7	<p>Vendor's Principal place of business is in the state of Texas or employs 500 people in this state.</p>	0 points
8	<p>Insurance requirements:</p> <ul style="list-style-type: none"> • Certificate of Insurance as requested in the solicitation. 	Pass/Fail

9	Service Agreement: <ul style="list-style-type: none"> • Extent to which the vendor agrees to our Standard Form of Agreement by signing the Vendor Acknowledgement Form, vendor assent to the Terms and Conditions of Fort Bend ISD. 	Pass/Fail
10	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	TOTAL	100 points

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Benefit Services Pertaining to the Affordable Care Act (COOP)		
Board Policy: CH, CV, or DBD (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval for the purchase of services necessary to administer Fort Bend ISD's reporting requirements to meet provisions of the Affordable Care Act (ACA) from AH HA Services LLC dba ETC Companies through a cooperative contract with Choice Partners in an amount not to exceed \$750,000, and authorization for the Superintendent to negotiate and execute the agreement through September 2030.

Summary/Background
<p>On November 9, 2020, the Board approved 21-018JB Benefit Services Pertaining to the Affordable Care Act for reporting services and tracking related to the ACA government mandate. Contract 26-002KB will ensure that the district continues to receive the necessary services needed to comply with the ACA government mandate. ACA guidelines require the filing of two forms, the 1094-C and 1095-C. The ACA also requires employers to provide and file a Form 1095-C to all employees who are eligible for medical coverage.</p> <p>The 1095-C form is used by the Internal Revenue Service to track who is and is not making healthcare coverage available to employees. The 1094-C is the summary sheet for the 1095-C, which provides information regarding the employer, the total number of employees, the contact person for the employer, and how many 1095-C forms are being sent.</p> <p>Current services provided by Eligibility Tracking Calculators (ETC) for ACA reporting requirements include:</p>

Fort Bend Independent School District

- Creation and preparation of signature-ready 1095/1094 forms to be filed electronically with IRS by the due date
- Completion of employee forms for distribution – sent to the district for distribution or mailed to last known address
- Monthly reconciliation with PeopleSoft for enrollment & waiver information to ensure compliance with Part III requirements
- Determination of proper measurement and stability periods
- Representation for the District in Health and Human Services and Internal Revenue Service appeals as needed
- Assistance and guidance with ACA questions and access to written publications and news tips regarding ACA

The cooperative contract should remain active through September 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 proposal awards worth \$50,000 or more.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on September 15, 2025, and will run through September 14, 2028. With the two (2) option years, the contract can be extended until September 14, 2030.

Background

Expenditures in 2024-25 were \$142,417. Expenditures are not expected to exceed \$750,000 through September 2030. Funding is included in the budget.

Requested by:	Glenda Johnson, Chief Human Resources Officer Bryan Guinn, Chief Financial Officer	
Vendor:	AH HA Services LLC dba ETC Companies***	
Budget Sources:	Health Insurance Fund	
Amount:	Not to Exceed \$750,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of “no bid” responses received:	N/A	
Length of commitment:	Through September 2030	
Last solicitation date:	N/A	
Supporting documents:	N/A	

Fort Bend Independent School District

Disclosure under Board Policy CH, CV, or DBD (Local):	None
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*** 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

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025	
Agenda Item Title: Review: Districtwide Network Cabling Services (COOP)			
Board Policy: CH, CV, or DBD (Local)		District Priority: Priority 3	
Department: Deputy Superintendent Operations			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval for the purchase of network cabling services from multiple vendors through various cooperative contracts in an amount not to exceed \$3,600,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements through September 2030.

Summary/Background
<p>On July 16, 2020, Fort Bend ISD issued CSP 20-110DE to solicit proposals for infrastructure cabling and technology services. This contract covers the installation and maintenance of structured cabling systems, equipment racks, cabinet systems, and fiber optic cabling essential components that physically support and connect the District's data networks, phone systems, and wireless infrastructure across all campuses, data centers and District facilities. In addition, the contract provides essential cabling services to install state-mandated security surveillance and SPED classroom cameras, as well as annual temporary building (T-Building) relocations, which helps the District respond to changing demographic demands on campuses. CSP 20-110DE will expire June 30, 2026.</p> <p>Contract 26-008RA will replace the CSP 20-110DE contract to provide the District with comprehensive network cabling services to meet current and future technology infrastructure needs across all campuses, data centers, and administrative facilities. These services will ensure reliable, high-speed, and scalable connectivity to support instructional technology, security systems, communications, and operational efficiency. Selected vendors will perform structured cabling installations, upgrades, maintenance, and troubleshooting for data and voice networks, following industry standards.</p>

Fort Bend Independent School District

This contract also supports ongoing initiatives such as classroom connectivity, security camera installations, voice-over-IP (VoIP) phone systems, and wireless network upgrades. The recommendation aligns with the District’s long-term technology plan, ensuring infrastructure readiness to meet growing instructional and operational demands.

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 current cooperative contract should be active through September 2030. Should the contract not be renewed for the full term, staff will utilize alternate cooperative contract(s) or return to the Board to request authorization to utilize an alternate procurement method. The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on September 15, 2025, and will run through September 14, 2028. With the two (2) option years, the contract can be extended until September 14, 2030.

Background

Expenditures in the prior five-year agreement (2020-21 through 2024-25) were \$2,966,859. Expenditures are not expected to exceed \$3,600,000 through September 2030. Funding is included in the budget.

Requested by:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer	
Vendor:	DataVox Inc Electra Link, Inc. i.e.Smart Systems MCA Communications Inc.*** Network Cabling Services, Inc.*** Preferred Technologies, LLC TAG Communications L.P. Triumph Cabling Systems, LLC	
Budget Sources:	General Fund Bond Funds	
Amount:	Not to exceed \$3,600,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of “no bid” responses received:	N/A	
Length of commitment:	Through September 2030	
Last solicitation date:	July 16, 2020	
Supporting documents:	N/A	

Fort Bend Independent School District

Disclosure under Board Policy CH, CV, or DBD (Local):	None
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*Previously awarded a contract of the same scope with the District****

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Long Pham,
Chief Information Officer

Bryan Guinn
Chief Financial Officer

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: IT Staff Augmentation Services (Increase)		
Board Policy: CH, CV, or DBD (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval to increase the existing cooperative agreements awarded under 24-072AC Staff Augmentation Services (COOP) by \$5,000,000 for a total not to exceed amount of \$7,800,000 to continue purchasing IT Staff Augmentation Services through August 2029.

Summary/Background
<p>On July 22, 2024, the Board approved a contract for IT Staff Augmentation with an expenditure amount not to exceed \$2,800,000 through August 2029. Staff augmentation services allow the District to support critical IT initiatives that have a short timeline, or which exceed the abilities of available staff resources. These projects include many Bond-funded technology deployments that require additional staffing during the implementation phase. By using short-term staff augmentation services, existing IT staff can continue to focus on day-to-day operational support while the contracted labor can cover temporary spikes in demand due to new projects. Additionally, temporary staffing allows the District to control staffing costs better when there is a peak in staff demand.</p> <p>The District used IT staff augmentation for the EquippED 1:1 laptop program deployment. Expenditures to support the EquippED initiative were \$2,559,331 and paid through the 2023 Bond. The balance remaining on the contract through August 2029 is \$240,668 and is not sufficient to meet expected demand.</p> <p>The Information Technology (IT) Department is requesting an increase in the IT Staff Augmentation agreement to continue supporting the EquippED 1:1 initiative and IT Bond project deployments. Leveraging contract labor allows the District to reduce costs and maintain a flexible support model that can respond quickly to changing support demands.</p>

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Expenditures are not expected to exceed \$7,800,000 through August 2029. The increase of \$5,000,000 is included in the budget.

Requested by:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer
Vendor:	CDW Government LLC.*** GTS Technology Solutions, Inc.*** Insight Global Internal Data Resources, Inc.*** SHI Government Solutions*** Texas GovLink, Inc*** Internal Data Resources, Inc.***
Budget Sources:	Bond Fund General Fund
Amount:	Not to Exceed \$7,800,000
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 August 2029
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	N/A

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Long Pham
Chief Information Officer

Bryan Guinn
Chief Financial Officer

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop		Meeting Date: September 8, 2025
Agenda Item Title: Review: Purchase of Assignment, Submission, Evaluation, and Grading Management Software Turnitin (COOP)		
Board Policy: CH, CV, or DBD (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation

Consideration and approval for the purchase of assignment, submission, evaluation, and grading management software from Turnitin LLC through a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed \$547,334 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreement through September 2030.

Summary/Background

On April 26, 2021, the Board approved the purchase of Turnitin Software Products and Services through the National Cooperative Purchasing Alliance (NCPA). Contract 26-004LB will renew this software and ratify the FY 2025-2026 license expenditure of \$120,941, ensuring uninterrupted service at the start of the school year.

Turnitin is a critical tool for promoting academic integrity, improving student writing skills, and ensuring compliance with district and state expectations. While it was originally used primarily by Language Arts teachers in the District, it has become a valuable instructional tool across all subjects at the secondary level.

It supports engagement in the writing process and allows educators to detect potential plagiarism by comparing student work to an extensive database. Turnitin also provides actionable feedback to support learning, ensures consistent evaluation across the district, streamlines teacher workload, and better prepares students for college and career standards.

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

Fort Bend Independent School District

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

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

The cooperative contract should remain active through September 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. The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on September 15, 2025, and will run through September 14, 2028. With the two (2) option years, the contract can be extended until September 14, 2030.

Background

Expenditures in 2024-25 were \$115,182. Expenditures are not expected to exceed \$547,334 through September 2030. Funding is included in the budget.

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Turnitin LLC*	
Budget Sources:	General Fund	
Amount:	Not to Exceed \$547,334	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of "no bid" responses received:	N/A	
Length of commitment:	Through September 2030	
Last solicitation date:	April 26, 2021	
Supporting documents:	Evaluation Summary and Criteria	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

Fort Bend Independent School District

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Adam Stephens
Chief Academic Officer

Bryan Guinn
Chief Financial Officer