

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

Monday, September 12, 2022

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, September 12, 2022, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479 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. Superintendent Update
3. Review
 - A. Discuss 2023 Commencement Ceremony location. 4
 - B. Review Resolution for the District's investment strategy. 7
 - C. Review Interlocal Agreement with Fort Bend County and Fort Bend County Juvenile Board for Saved by the Bell Truancy Program. 26
 - D. Review Texas Education Agency's (TEA) Exception for Class Size Waiver in grades PreK-4 for elementary schools that exceed a teacher to student ratio of 22 students per classroom teacher. 34
 - E. Review potential new members to the School Boundary Oversight Committee (SBOC) as set forth in Policy FC (Local). 38
 - F. Review Joint Election Agreement and Contract for Election Services ("Agreement") with Fort Bend County (County) to coordinate and administer a general election on Tuesday, November 8, 2022, to ratify the ad valorem tax rate for 2022. 41
 - G. Review Resolution authorizing a Supplemental Compensation Payment program based on an employee's Years of Service in Fort Bend ISD. 55
 - H. Review Interlocal Agreement with Fort Bend County for collection of ad valorem taxes. 61
 - I. Review Resolution approving the 2022 tax year tax roll based on the certified 2022 values from the Fort Bend Central Appraisal District. 70
 - J. Review public sale of tax resale properties owned by the District in trust.
 - K. Review revisions to policies: 72
 - Policy EHAA (Local)
 - Policy FFH (Local)

- 4. Review proposed purchases exceeding \$50,000. Specifically for:
 - A. Review the continued purchase of HVAC Equipment, Service, Controls, Maintenance Repair and Related Services. 87
 - B. Review the use of 2018 Bond Program Contingency as proposed. 90
 - C. Review Not-to-Exceed amount of \$1,200,000 to address identified deficiencies under (PKG021) Turf and Athletics. 92
 - D. Review project budget to perform the necessary repairs needed at Hightower High School (HHS) Central Plant (PKG058) for a total amount of \$1,200,000. 96
 - E. Review the continued purchase of Playground/Recreation Equipment, Field Lighting and Related Services not to exceed \$2,000,000. 99
 - F. Review increasing existing Fine Arts contracts awarded under 18-058MH Trucking Services and Trailer Rentals. 102
 - G. Review the continued purchase of Operation Ground Service, Maintenance and Related Services. 104

5. Public Comment

6. 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. Cyber Security Vulnerability Assessment
- B. Consider approval of Director of Transportation recommendation.
- C. Consider approval of Director of Early Childhood recommendation.
- D. Deliberate recommendation proposing termination of an employee.

7. Reconvene in Open Session

8. Consider Action on Closed Session Items

9. Adjournment

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

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

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

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

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: 2023 Commencement
Ceremony Venue
Department: Communications

Summary

Staff will discuss the recommendation to hold 2023 graduation ceremonies at Mercer Stadium.

Staff will share information about the final costs incurred by the District for the past three years of commencement ceremonies, as well as the estimated cost comparison for the proposed upcoming 2023 commencement ceremonies. The comparison shows estimated costs from the Toyota Center verses estimated costs from the District's venue, Mercer Stadium.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Veronica V. Sopher
Chief Communications Officer

| SCHOOL YEAR | 2018-19 | 2018-19 | 2019-20 | 2019-20 | 2020-21 | 2020-21 | 2021-22 | 2021-22 | 2022-23 | 2022-23 | 2022-23 | 2022-23 |
|--|---|--|---|---------|--|---------|--|--|---|---|---|----------|
| VENUE | Smart Financial Centre | NOTES | Hall Stadium | NOTES | Hall Stadium | NOTES | Toyota Center | NOTES | Estimate Toyota Center | NOTES | Estimate Mercer Stadium | NOTES |
| DATES | Three days; May 23 - 25 | | Eight days; June 1 - June 8; two per day 8am and 8pm due to hot weather; included two makeup dates not used | | Eight days; June 3 - June 10; two per day 8am and 8pm due to hot weather; included one makeup day not used | | May 27 & 28; Makeup date May 29 (in case Basketball Western Conference took place) | | Toyota Center is requiring three days for the ceremonies, Friday - Sunday, May 26-28 (with first ceremony beginning at 5pm because of setup time during the day), due to major concert booked at the venue on Thursday, May 25; has not come up with makeup dates in case basketball Western Conference were to happen | | Eight days; dates TBD; 8am and 8pm due to hot weather; would include makeup dates | |
| GUEST TICKETS | Limited guest tickets due to venue capacity of 6500 | | Limited guest tickets due to pandemic, (capacity 8614) | | Limited guest tickets due to pandemic, (capacity 8614) | | No guest tickets needed due to venue capacity of 9300 | | No guest tickets needed due to venue capacity of 9300 | | No guest tickets needed due to venue capacity of 9700 | |
| Vendor - Andy Frain Security | \$0 | | \$0.00 | | \$2,500.00 | | \$0.00 | | \$0.00 | | \$3,000 | Estimate |
| Vendor - Any Occasion Party Rental - chair rental (venue did not provide chairs for graduates) | \$3,047.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$3,000.00 | Estimate |
| Vendor - Decorative Plants for stage plant rental | \$206.40 | | \$380.40 | | \$350.40 | | \$225.00 | | \$300.00 | Estimate | \$300.00 | Estimate |
| Vendor - Phoenix Design Group for event needs such as chairs, pipe and drape, AV, stage, etc... | \$861.00 | | \$75,271.15 | | \$62,688.74 | | \$752.00 | | \$800.00 | Estimate | \$76,000.00 | Estimate |
| Vendor - Catering for Board of Trustees, Executive Team, and working staff | \$4,099.95 | \$500.00 was paid to the venue to allow our own caterer. | \$4,451.30 | | \$5,907.50 | | \$14,972.34 | Venue required we use their in-house catering. | \$21,000 | Venue requires we use their in-house catering; Estimate | \$6,000.00 | Estimate |
| Vendor - Fast Signs - graduation signage, COVID signage | \$0.00 | | \$3,861.46 | | \$2,192.18 | | \$0.00 | | \$0.00 | | \$2,000 | Estimate |
| Vendor - United Rentals - hand sanitizer stations | \$0.00 | | \$2,490.00 | | \$2,690.00 | | \$0.00 | | \$0.00 | | | |
| Vendor - Advantage Ambulance Service | \$0.00 | | \$8,730.00 | | \$9,690.00 | | \$0.00 | | \$0.00 | | \$10,000.00 | Estimate |
| Vendor - Leonetti Graphics - 2020 directional signage, 2021 masks | \$0.00 | | \$598.00 | | \$26,222.00 | | \$0.00 | | \$0.00 | | \$0.00 | |

| | | | | | | | | | | | | |
|---|---------------------|-------------------------------------|---------------------|------------------------------------|---------------------|------------------------------------|---------------------|-----------------------------|---------------------|-------------------------------------|------------------|--------------------------------------|
| FBISD Transportation Dept. Costs | | Researching | \$0.00 | Buses not needed | \$0.00 | Buses not needed | | Buses for Staff Researching | | Buses for Staff TBD | \$0.00 | Buses TBD |
| FBISD Design & Construction COVID precautions with acrylic partions | \$0.00 | | \$0.00 | | \$17,553.14 | | \$0.00 | | \$0.00 | | \$0.00 | |
| FBISD Communications Dept. Costs - Print Shop, Office Depot, Sam's Club | | Researching | | Researching | \$8,747.85 | | \$200.13 | | | TBD | | TBD |
| FBISD Athletic Trainers for First Aide Tent | \$0.00 | | \$1,706.25 | | \$2,445.26 | | \$0.00 | | \$0.00 | | \$2,500.00 | Estimate |
| FBISD Add'l Staff for Gate Monitors | \$0.00 | | \$6,710.00 | | \$6,930.00 | | \$0.00 | | \$0.00 | | \$7,000.00 | Estimate |
| FBISD Social Workers for Customer Service (due to pandemic) | \$0.00 | | \$1,025.25 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | |
| FBISD Nurses for COVID Screenings | \$0.00 | | \$7,605.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | |
| FBISD Fine Arts Dept. Costs | \$0.00 | | \$0.00 | | \$0.00 | | \$1,019.02 | | \$1,020.00 | Estimate | \$1,020.00 | Estimate |
| FBISD Pay - Transportation Staff | | Researching | | Researching | | Researching | | Researching | | TBD | | TBD |
| FBISD Pay - Auxiliary/Operations/Facilities | | Researching | | Researching | | Researching | | Researching | | TBD | | TBD |
| FBISD Pay - Police Dept. | | Researching | | Researching | | Researching | | Researching | | TBD | | TBD |
| FBISD - Hire Event Working Staff | | | | | | | | | | | \$90,000.00 | TBD Estimate |
| Venue - Building Rental | \$60,000.00 | \$20,000 per day | \$0.00 | | \$0.00 | | \$120,000.00 | \$60,000 per day | \$195,000 | \$65,000 per day | \$0.00 | |
| Venue - EMS | \$5,590.50 | | \$0.00 | | \$0.00 | | \$8,190.40 | | \$9,422.93 | | \$0.00 | |
| Venue - Guest Services | \$76,869.10 | | \$0.00 | | \$0.00 | | \$36,993.14 | | 73,397.03 | | \$0.00 | |
| Venue - Fire Marshals | \$0.00 | | \$0.00 | | \$0.00 | | \$6,688.62 | | \$6,108.89 | | \$0.00 | |
| Venue - Facility Services | \$12,537.79 | | \$0.00 | | \$0.00 | | \$3,654.56 | | \$6,758.79 | | \$0.00 | |
| Venue - Engineering | \$0.00 | | \$0.00 | | \$0.00 | | \$10,039.35 | | \$19,409.02 | | \$0.00 | |
| Venue - Scoreboard & Video | \$11,385.00 | | \$0.00 | | \$0.00 | | \$35,975.19 | | \$52,291.80 | | \$0.00 | |
| Venue - Security & Police | \$27,505.00 | | \$0.00 | | \$0.00 | | \$80,340.00 | | \$148,624.64 | | \$0.00 | |
| Venue - Cleaning | \$13,590.65 | | \$0.00 | | \$0.00 | | \$31,365.26 | | \$50,549.20 | | \$0.00 | |
| Venue - Cleaning Multi-Event | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | |
| Venue - Additional Costs (lot rental for buses, curtain and ADA ramp in venue, street barrier equipment, misters and tent rental, internet, K9 unit, lane closures) | \$19,964.69 | | \$0.00 | | \$0.00 | | \$25,451.03 | | \$31,066.57 | | \$0.00 | |
| TOTALS: | \$235,657.58 | Smart Financial Centre 18-19 | \$112,829.31 | Hall Stadium 19-20 Pandemic | \$147,917.07 | Hall Stadium 20-21 Pandemic | \$375,866.04 | Toyota Center 21-22 | \$615,748.87 | Toyota Center Estimate 22-23 | \$200,820 | Mercer Stadium Estimate 22-23 |

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Investment Strategy Resolution
References: Board Policy CH (Legal)
Department: Business and Finance

Recommendation

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

Summary

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 investment strategy at least annually. 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 attached Resolution approves the attached investment strategy that the Board first approved in September 2009. The Government Treasurer’s Organization of Texas (GTOT) recognized the investment strategy as a best practice in August 2022 for the fifth consecutive biannual period. The table below reflects the changes made to the Investment Strategy.

| Page | Change | Rationale |
|------|-------------------------------------|--|
| 3 | Capability of Investment Management | The purpose of the proposed change is to clarify the capability of investment management in relation to training. This is language that is suggested per guidelines from the Government Treasurers’ Organization of Texas (GTOT) |
| 3 | Training | The purpose of the proposed change is to add how many hours of training is required for a newly appointed investment officer. |

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. The District has identified the following brokers/dealers as firms that provide competitive pricing and yield for prospective investments:

BOSC, Inc.
 FHN Financial
 Hilltop Securities, Inc.

Mischler Financial Group
 Stifel, Nicolaus & Co., Inc.

7 UBS Securities, LLC

Recommended by:

Christie Whitbeck
Superintendent

Submitted by:

Bryan Guinn
Chief Financial Officer

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

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

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.

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 collateralized mortgage obligations, reverse repurchase agreements, and corporate bonds issued by domestic business entities, are strictly prohibited. In addition, the purchase of specific issues may at times be restricted or prohibited by the Chief Financial Officer due to current market conditions.

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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.
- 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.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

- 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 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 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

**FORT BEND INDEPENDENT SCHOOL DISTRICT
INVESTMENT STRATEGY**

- 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:

| 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% |

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

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.

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.

**FORT BEND INDEPENDENT SCHOOL DISTRICT
INVESTMENT STRATEGY**

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:

| 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 | 65% |
| 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.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

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

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.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

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.

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

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

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

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.

FORT BEND INDEPENDENT SCHOOL DISTRICT INVESTMENT STRATEGY

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.

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.

**FORT BEND INDEPENDENT SCHOOL DISTRICT
INVESTMENT STRATEGY**

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.

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).

**RESOLUTION
OF FORT BEND INDEPENDENT SCHOOL DISTRICT
ADOPTING INVESTMENT STRATEGY**

WHEREAS the Public Funds Investment Act codified in Texas 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, and record 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 Fort Bend Independent School District effective September 19, 2022.

APPROVED and ADOPTED on the ____ day of _____ 2022

FORT BEND INDEPENDENT SCHOOL DISTRICT

Kristen Davison Malone, President
Board of Trustees

ATTEST:

Dr. Shirley Rose-Gilliam, Secretary
Board of Trustees

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Interlocal Agreement Regarding Saved by the Bell
References: Board Policies FED (Legal) and FEA (Local)
District Goals: 2 & 4
Department: Department of Student Affairs

Recommendation

Consideration and possible approval of a revised Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2022-23 school year for the Saved by the Bell Truancy Program.

Summary

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

As provided in the agreement, the County shall assign six juvenile caseworkers to FBISD to address relevant truancy issues. These caseworkers will work as liaisons to coordinate and provide follow up with the judicial system, and will work with the Student Attendance Specialists, school administrators, counselors, social workers, and community resources to address the social factors to deter truancy. Intervention services are provided to FBISD students considered at risk of dropping out of school. Additionally, the caseworkers will perform home visits to support students with low engagement or truancy related attendance patterns. In return, FBISD agrees to fund the caseworkers for the court and services in the amount, not to exceed, \$299,902.00. The goal is to continue to reduce truancy in the community by increasing our preventative efforts and assisting with promoting student ownership of learning.

This agreement would begin the date of execution by the last party and end September 30, 2023 unless terminated earlier by the parties.

Recommended by:

Dr. Christie Whitbeck
Superintendent

Submitted by:

Dr. Kwabena Mensah
Chief of Schools

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

1. Assisting the Fort Bend County Justice Courts in administering the court's juvenile docket and in supervising the court's orders in juvenile cases for FBISD students;
 2. Prevention services for FBISD students considered at risk of entering the juvenile justice system; and
 3. Intervention services to FBISD juveniles engaged in misconduct before cases are filed, excluding traffic offenses.
- B. County shall allocate funding for the assigned case managers from the general fund to the Juvenile Probation Department Budget, using the County's regular budget process.
- C. Scheduling and the manner in which services are provided by the case managers shall be determined by the Juvenile Probation Department, with reasonable consideration given to programing requests from FBISD.
- D. It is expressly understood and agreed to by the Parties that:
1. The case managers shall be subject to the management and supervision of the Chief Probation Officer in the same manner as all other juvenile probation department employees, even though they may perform their duties on FBISD property. Such control and supervision includes, but is not limited to: hiring, supervision, discipline, and termination of the case managers; and
 2. The case managers will not be required to perform any FBISD administrative duties; and
 3. The execution of any truancy prevention measures legally required of FBISD is the sole responsibility of FBISD personnel.
 4. Interpretation, application and enforcement of law remains with the Justice Court or the Court entering the Order and is in no way delegated to any other Party as a result of this Agreement.
 5. The County will obtain all required criminal history record information regarding any County employees providing services under this agreement and remain subscribed to the DPS criminal history clearinghouse for such employees for the duration of this agreement. If the County receives information that a County employee providing services under this agreement subsequently has a disqualifying criminal history, County will immediately remove the employee from contract duties and notify the District in writing within 3 business days.

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from October 1, 2022 through September 30, 2023.

III. Compensation

- A. FBISD shall be obligated to provide funding in the amount of two hundred ninety-nine thousand nine hundred two dollars (**\$299,902.00**). Funding from FBISD shall be provided to the Fort Bend County Treasurer on or before December 31 of each year during the

term of this Agreement and will be deposited in the Fort Bend County General Fund. Failure of FBISD to provide funding to Board as provided herein may result in the rejection of FBISD students from the Saved by the Bell Program.

- B. The Parties agree that two hundred ninety-nine thousand nine hundred two dollars **(\$299,902.00)** is fair compensation for the services or functions performed under the Agreement for the services to be provided and must be from current revenues available to FBISD.

IV. Relationship of Parties

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

V. Notice to Parties

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

- B. Notice to Board shall be sent to:

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

- C. Notice to County shall be sent to:

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

- D. Notice to FBISD:

Fort Bend ISD
Attn: Executive Director of Student Affairs
16431 Lexington Boulevard
Sugar Land, Texas 77479

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

VI. Insurance

- A. FBISD shall furnish certificates of insurance to Board evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage and limits of coverage. FBISD shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. FBISD agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate
- D. Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits of \$100k Bodily Injury per person/\$300k Bodily Injury per accident/\$100k property damage per accident
- E. If required coverage is written on a claims-made basis, FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

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

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law

or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

IX. Miscellaneous Provisions

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

{Remainder left blank}

{Execution page follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the _____ day of _____, 2022.

FORT BEND COUNTY:

Attest:

KP George
County Judge

Laura Richard, County Clerk

Date: _____

FORT BEND COUNTY JUVENILE BOARD:

Chair
FBC Juvenile Board

Date: _____

FORT BEND INDEPENDENT SCHOOL DISTRICT:

Attest:

Date: _____

AUDITOR'S CERTIFICATE

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

Ed Sturdivant, Fort Bend County Auditor

i:\agreements\2023 agreements\juvenile\fbisd truancy (23-juv-100035)\ila fb juvenile board and fbisd saved by the bell (kcj - 05.10.2022)

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Class Size Exception Waiver
References: Board Policy EEB (Legal)
Texas Education Code (TEC) 25.112
District Goal 1
Department: School Leadership

Recommendation

Consideration and possible approval of a Texas Education Agency (TEA) Exception for Class Size Waiver in grades PreK-4 for elementary schools that exceed a teacher to student ratio of 22 students per classroom teacher (22:1).

Summary

For the 2022-23, the Administration is requesting an Exception for Class Size Waivers due to the District's continued growth, available classroom space, and current budget pressures. Furthermore, as the school year has launched, principals are continually recruiting highly qualified teachers to hire for current or anticipated vacancies. With class size exceptions approved, staff will work with principals to ensure appropriate supports to ensure learning environments that are conducive to the highest levels of student achievement.

When projecting teacher staffing for 2022-23 school year, staff used the PASA "low" growth projection for each campus.

Note: Final recommendation will be provided to the Board in preparation for the September 19 Regular Board Meeting.

Recommended by:

Christie Whitbeck
Superintendent

Submitted by:
Kwabena Mensah
Chief of Schools

FBISD Class Size Exceptions PreK-4th Grade

| Campus Name | Exception Requested by Grade Level/Explanation | | | | | | Total Exception Requested for Campus |
|----------------|--|---|---|---|---|---|--------------------------------------|
| | PK | K | 1 | 2 | 3 | 4 | |
| Armstrong | | | 2 | | | | 2 |
| | • 2 sections in 1st Bilingual with 2 @ 23 | | | | | | |
| Austin Parkway | | 2 | 4 | | | | 6 |
| | • 2 sections in K with 1 @ 23, 1 @ 24 • 4 sections in 1st with 1 @ 25, 3 @ 26 | | | | | | |
| Brazos Bend | | 4 | | 4 | 1 | | 9 |
| | • 4 sections in K with 4 @ 24 • 4 sections in 2nd with 1 @ 23, 1 @ 24, 2 @ 25 • 1 section in 3rd with 1 @ 23 | | | | | | |
| Burton | | | | 2 | | | 2 |
| | • 2 sections in 2nd with 1 @ 25, 1 @ 26 | | | | | | |
| Colony Bend | | | | 1 | 3 | | 4 |
| | • 1 section in 2nd with 1 @ 24 • 3 sections in 3rd with 2 @ 24, 1 @ 25 | | | | | | |
| Commonwealth | | | 1 | 3 | 2 | 1 | 7 |
| | • 1 section in 1st with 1 @ 23 • 3 sections in 2nd with 3 @ 23 • 2 sections in 3rd with 2 @ 23 • 1 section in 4th with 1 @ 23 | | | | | | |
| Cornerstone | | | | 5 | 6 | 5 | 16 |
| | • 5 sections in 2nd with 3 @ 26, 2 @ 27 • 6 sections in 3rd with 1 @ 23, 5 @ 24 • 5 sections in 4th with 2 @ 23, 3 @ 24 | | | | | | |
| Drabek | | | | 1 | | | 1 |
| | • 1 section in 2nd with 1 @ 23 | | | | | | |
| Dulles | | | 4 | | 3 | | 7 |
| | • 4 sections in 1st with 2 @ 24, 1 @ 25, 1 @ 26 • 3 section in 3rd with 3 @ 23 | | | | | | |
| Goodman | | | | | 2 | | 2 |
| | • 2 sections in 3rd Bilingual with 2 @ 23 | | | | | | |
| Heritage Rose | | | | | 2 | 3 | 5 |
| | • 2 sections in 3rd Bilingual with 2 @ 23 • 3 sections in 4th with 3 @ 23 | | | | | | |
| Holley | | | | 3 | | | 3 |
| | • 3 sections in 2nd with 1 @ 24, 2 @ 25 | | | | | | |
| Jones | | 1 | | 1 | | | 2 |
| | • 1 section in K Bilingual with 1 @ 25 • 1 section in 2nd Bilingual with 1 @ 27 | | | | | | |

FBISD Class Size Exceptions PreK-4th Grade

| | | | | | | |
|-----------------|---|---|---|---|---|----|
| Jordan | 2 | | | | | 2 |
| | <ul style="list-style-type: none"> • 2 sections in K with 1 @ 23, 1 @ 24 | | | | | |
| Lakeview | | | | 1 | 2 | 3 |
| | <ul style="list-style-type: none"> • 1 section in 3rd with 1 @ 23 • 2 sections in 4th with 1 @ 25, 1 @ 26 | | | | | |
| Lantern Lane | | | | 1 | | 1 |
| | <ul style="list-style-type: none"> • 1 section in 3rd with 1 @ 23 | | | | | |
| Leonetti | 7 | 3 | | | | 10 |
| | <ul style="list-style-type: none"> • 7 sections in K with 7 @ 23 • 3 sections in 1st with 3 @ 23 | | | | | |
| Lexington Creek | | | 3 | | | 3 |
| | <ul style="list-style-type: none"> • 3 sections in 2nd with 3 @ 23 | | | | | |
| Madden | | 2 | 5 | | 2 | 9 |
| | <ul style="list-style-type: none"> • 2 sections in 1st with 1 @ 23, 1 @ 24 • 5 sections in 2nd with 3 @ 29, 2 @ 30 • 2 sections in 4th with 2 @ 23 | | | | | |
| Malala | | | 6 | 5 | 4 | 15 |
| | <ul style="list-style-type: none"> • 6 sections in 2nd with 4 @ 23, 2 @ 24 • 5 sections in 3rd with 2 @ 23, 3 @ 24 • 4 sections in 4th with 4 @ 23 | | | | | |
| Meadows | | | 2 | 1 | 1 | 4 |
| | <ul style="list-style-type: none"> • 2 sections in 2nd with 2 @ 24 • 1 section in 3rd with 1 @ 23 • 1 section in 4th with 1 @ 23 | | | | | |
| Mission Bend | | | | | 2 | 2 |
| | <ul style="list-style-type: none"> • 2 sections in 4th with 1 @ 24, 1 @ 25 | | | | | |
| Mission Glen | | 2 | | | | 2 |
| | <ul style="list-style-type: none"> • 2 sections in 1st with 1 @ 23, 1 @ 24 | | | | | |
| Neil | | 6 | 1 | 4 | | 11 |
| | <ul style="list-style-type: none"> • 6 sections in 1st with 6 @ 23 • 1 section in 2nd with 1 @ 23 • 4 sections in 3rd with 1 @ 23, 3 @ 24 | | | | | |
| Oakland | 4 | 5 | 6 | 6 | 7 | 28 |
| | <ul style="list-style-type: none"> • 4 sections in K with 4 @ 23 • 5 sections in 1st with 2 @ 23, 3 @ 24 • 6 sections in 2nd with 5 @ 23, 1 @ 24 • 6 sections in 3rd with 6 @ 24 • 7 sections in 4th with 5 @ 23, 2 @ 24 | | | | | |
| Oyster Creek | 3 | | | | 1 | 4 |
| | <ul style="list-style-type: none"> • 3 sections in K with 3 @ 23 • 1 sections in 4th with 1 @ 23 | | | | | |
| Palmer | 2 | | 5 | | | 7 |
| | <ul style="list-style-type: none"> • 2 sections in K with 2 @ 23 • 5 sections in 2nd with 3 @ 23, 2 @ 24 | | | | | |

FBISD Class Size Exceptions PreK-4th Grade

| | | | | | | | | |
|-----------------------------------|---|----------------|----------------|----------------|----------------|---------------|------------|----|
| Patterson | 1 | 1 | | | | | | |
| | • 1 section in 4th with 1 @ 23 | | | | | | | |
| Pecan Grove | 5 | 4 | 5 | | | | 14 | |
| | <ul style="list-style-type: none"> • 5 sections in 2nd with 3 @ 23, 2 @ 24 • 4 sections in 3rd with 3 @ 28, 1 @ 29 • 5 sections in 4th with 3 @ 24, 2 @ 25 | | | | | | | |
| Scanlan Oaks | 5 | 5 | 7 | 7 | 8 | 32 | | |
| | <ul style="list-style-type: none"> • 5 sections in K with 3 @ 23, 2 @ 24 • 5 sections in 1st with 5 @ 23 • 7 sections in 2nd with 1 @ 23, 3 @ 24, 3 @ 25 • 7 sections in 3rd with 3 @ 25, 4 @ 26 • 8 sections in 4th with 3 @ 23, 5 @ 24 | | | | | | | |
| Schiff | | | | | | 6 | 6 | |
| | • 6 sections in 4th with 4 @ 27, 2 @ 28 | | | | | | | |
| Seguin | 6 | | | | | | 6 | |
| | • 3 sections in K with 4 @ 23, 2 @ 24 | | | | | | | |
| Settlers Way | | | | 5 | | | 5 | |
| | • 5 sections in 3rd with 5 @ 23 | | | | | | | |
| Sugar Mill | | | | 3 | | | 3 | |
| | • 3 sections in 3rd with 3 @ 24 | | | | | | | |
| Sullivan | 6 | 5 | 8 | 8 | 9 | 36 | | |
| | <ul style="list-style-type: none"> • 6 sections in K with 3 @ 24, 3 @ 25 • 5 sections in 1st with 5 @ 23 • 8 sections in 2nd with 1 @ 25, 2 @ 26, 4 @ 27, 1 @ 28 • 8 sections in 3rd with 4 @ 25, 3 @ 26, 1 @ 27 • 9 sections in 4th with 1 @ 23, 1 @ 24, 3 @ 25, 2 @ 26, 2 @ 27 | | | | | | | |
| Townewest | 1 | 1 | | | | | 2 | |
| | <ul style="list-style-type: none"> • 1 section in K Bilingual with 1 @ 26 • 1 section in 1st Bilingual with 1 @ 23 | | | | | | | |
| Walker Station | | | 4 | | | 6 | 5 | 15 |
| | <ul style="list-style-type: none"> • 4 sections in 1st with 1 @ 23, 2 @ 24, 1 @ 25 • 6 sections in 3rd with 1 @ 23, 5 @ 24 • 5 sections in 4th with 5 @ 24 | | | | | | | |
| TOTAL NUMBER OF EXCEPTIONS | | | | | | | 287 | |
| | | | | | | | | |
| | 125 @ 23 | 84 @ 24 | 31 @ 25 | 21 @ 26 | 14 @ 27 | 6 @ 28 | | |
| | 4 @ 29 | 2 @ 30 | | | | | | |
| | | | | | | | 9/8/2022 | |

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: School Boundary
Oversight Committee Membership
References: Board Policy FC (Local)
Department: Deputy Superintendent

Recommendation

Consideration and possible approval to appoint new members of the School Boundary Oversight Committee (SBOC) as set forth in Policy FC (Local).

Summary

Per Policy FC (Local) to establish a SBOC, staff followed established procedures outlining the application and selection process for members of the committee. Recently, to solicit new members, staff communicated the purpose of the committee and information about the application process beginning on June 1 and opened the application window from June 10 through July 10.

Staff reviewed applications with a holistic approach to identify proposed members while keeping a balanced membership with current members. Information from references was also utilized to help make an informed recommendation. The goal is to ensure that each feeder pattern has three parents and one community member represented.

Background

To maintain membership continuity, members serve overlapping, two-year terms with a for a maximum length of three consecutive terms. At the end of each term, SBOC members have the option to reapply. The list below includes members being recommended for appointments as well as existing members. New appointments are indicated in ***bold italicized*** font.

School Boundary Oversight Committee Members:

| High School Feeder Pattern | First Name | Last Name | Role (ES, MS, HS Parent, or Community Member) |
|-----------------------------------|------------------------|----------------------|--|
| Austin | <i>Sharmia</i> | <i>Jones</i> | ES/MS |
| Austin | <i>Benjamin</i> | <i>Lohmer</i> | Community |
| Austin | <i>Joseph</i> | <i>Rizzo</i> | ES/MS |
| Austin | Umamah | Siddiqui | ES |

| High School Feeder Pattern | First Name | Last Name | Role (ES, MS, HS Parent, or Community Member) |
|-----------------------------------|--------------------|-------------------|--|
| Bush | <i>Karen</i> | <i>Le</i> | ES |
| Bush | <i>Quianna</i> | <i>Keller</i> | MS |
| Bush | <i>Lucy</i> | <i>Washington</i> | ES/MS |
| Bush | Emily | Christensen | ES |
| Clements | <i>Christopher</i> | <i>Schumann</i> | MS/HS |
| Clements | <i>Zeynep</i> | <i>Cifci</i> | ES/MS/HS |
| Clements | Stacy | Bynes | Community |
| Clements | Marwa | Elsayed | MS |
| Dulles | <i>Romil</i> | <i>Doctor</i> | ES |
| Dulles | <i>Kristine</i> | <i>Ford</i> | ES/HS |
| Dulles | Elessia | Davis | Community |
| Dulles | Theo | Franklin | HS |
| Elkins | <i>Kymerly</i> | <i>McMorries</i> | HS |
| Elkins | <i>Yogesh</i> | <i>Danak</i> | ES |
| Elkins | Abha | Misra | MS |
| Elkins | Smita | Singh | Community |
| Hightower | <i>Orjanel</i> | <i>Lewis</i> | ES |
| Hightower | <i>Armand</i> | <i>Byrd</i> | ES |
| Hightower | <i>Melodie</i> | <i>Blackwood</i> | Community |
| Hightower | Geralynn | Prince | HS |
| Kempner | <i>Jennifer</i> | <i>Khorchani</i> | MS |
| Kempner | <i>Toseika</i> | <i>Thomas</i> | HS |
| Kempner | Michelle | DeMora | Community |
| Kempner | Monica | Willis | MS |
| Marshall | <i>Melissa</i> | <i>James</i> | HS |
| Marshall | <i>Kenecia</i> | <i>Oliver</i> | ES |
| Marshall | Stephanie | Brown | Community |
| Marshall | Orangegy V. | Jones | HS |
| Ridge Point | <i>LaKisha</i> | <i>Holloway</i> | ES/MS/HS |
| Ridge Point | <i>Jessica</i> | <i>Taylor</i> | ES |
| Ridge Point | <i>Kevin</i> | <i>Thompson</i> | ES |
| Ridge Point | David | Sincere | Community |
| Travis | <i>Ashley</i> | <i>May</i> | ES/MS/HS |
| Travis | <i>Quadri</i> | <i>Rizvan</i> | MS/HS |
| Travis | Ronald | Alas | ES |
| Travis | Jason | Kirby | Community |

| High School Feeder Pattern | First Name | Last Name | Role (ES, MS, HS Parent, or Community Member) |
|-----------------------------------|-------------------|------------------|--|
| Willowridge | <i>LaTonia</i> | <i>Benoit</i> | ES/MS |
| Willowridge | <i>Shauntae</i> | <i>Freeman</i> | ES/MS |
| Willowridge | Dolores | Collins | Community |
| Willowridge | Pennisula | LaFleur-Palmer | ES |

Recommended by:

Christie Whitbeck
 Superintendent of Schools

Submitted by:

Beth Martinez
 Deputy Superintendent

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Approval of Joint Election Agreement
References: Board Policy BBBA
Department: Legal Services Department

Recommendation

Consideration and possible approval of a Joint Election Agreement and Contract for Election Services (“Agreement”) with Fort Bend County (County) to coordinate and administer a general election on Tuesday, November 8, 2022, to ratify the ad valorem tax rate for 2022.

Summary

Fort Bend ISD conducts its elections pursuant to a joint election agreement described in Election Code §271.002(c). FBC acts as the election’s administrator for these joint elections and proposes common polling places for the election. Texas Election Code §43.004 requires the Board to designate voting locations for its elections which it did in its Order of Election adopted August 22, 2022.

Attachment “A” to the Agreement lists the updated voting locations for Election Day. Early Voting by Personal Appearance will be held at the updated locations, dates, and times listed in Attachment “B” of the Agreement. At the Board’s request, staff created [a map depicting voting centers](#) (See embedded link). Voting centers for Early Voting by Personal Appearance are shown with a green flag and Election Day voting centers are marked by a blue flag. The Agreement obligates the County Elections Administrator, Mr. John Oldham, to give the Board notice of any changes in these locations.

The cost to hold an election fluctuates based on the number of municipalities and other entities sharing the election date. FBC estimates FBISD’s cost for the joint election to be \$126,664.00. In comparison, the final cost to FBISD for the May 2022 Trustee election was \$104,301.00.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Robert Scamardo
General Counsel

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Elections Administrator pursuant to Texas Election Code Section 31.092, hereinafter referred to as the "County", and the Fort Bend Independent School District hereinafter referred to as "Political Subdivision," for a joint November 8, 2022 election pursuant to Texas Election Code Section 271.002 .

RECITAL

The Fort Bend Independent School District is holding a General Election on November 8, 2022 (at the expense of the Political Subdivision) for the purpose of ratifying the ad valorem tax rate of \$1.2101 in Fort Bend Independent School District for the current year.

The County owns the Election Systems & Software EVS 6020 Voting System consisting of the ExpressVote Ballot Marking Device, the ExpressTouch electronic tabulation device, the DS-200 Precinct Tabulator, and the DS-450 Central Scanner and tabulator, which have been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator", shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the County for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the County may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that the County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The County has adopted a countywide polling place program. Voters who reside in Fort Bend County who wish to participate in this Joint Election may cast a ballot at any polling place open for this election. Voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision and wish to participate in this Joint Election shall be assigned to one Early Voting and one Election Day polling location. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 8, 2022 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, the County agrees to post a notice no later than November 8, 2022 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 8, 2022 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by the County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the Fort Bend Independent School District as determined by the Human Resources Department of the Fort Bend Independent School District.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

If the boundaries of the political subdivision extend into another county, it shall be the responsibility of the political subdivision to request a poll book from the voter registrar of those counties and provide to the Elections Administrator within five calendar days before the start of Early Voting. It shall also be the responsibility of the Political Subdivision to request copies of Ballot by Mail applications from the Early Voting Clerk of those counties. Applications for ballot should be provided the latter of 45 days prior to Election Day, or 5 days after the calling of the election by the governing body of the political subdivision.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment “B” of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing. Political Subdivision shall provide to the Elections Administrator copies of all ballot by mail applications submitted by voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

The County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

| | |
|---------------------------|---|
| Counting Station Manager: | John Oldham, Elections Administrator |
| Tabulation Supervisor: | Chase Wilson, Assistant Elections Administrator |
| Presiding Judge: | Maria Rose Gonzalez, Elections Coordinator |

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator’s web page located at “www.fortbendvotes.org”.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State’s Office.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by the County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither the County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$126,664.00 The Political Subdivision agrees to pay to the County a deposit of \$76,000.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to the County within ten (10) days of the District's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 8, 2022 election (or runoff election, and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to the County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's

obligation is less than the amount deposited, the County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XV. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 68th day (September 1, 2022) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (September 6, 2022) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 60th day before Election Day (September 9, 2022), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2022 been executed on behalf of Fort Bend County by the Elections Administrator pursuant to the Texas Election Code Section 31.092 so authorizing;
- (2) It has on the _____ day of _____, 2022 been executed on behalf of the Fort Bend Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the Fort Bend Independent School District.

FORT BEND COUNTY

By _____
John Oldham
Elections Administrator

FORT BEND INDEPENDENT SCHOOL DISTRICT:

By _____

Attachment A

| COUNTYWIDE POLLING PLACE | Voting Location | ADDRESS | CITY | ZIP |
|---------------------------------|--------------------------------|------------------------------|-------------------|-------|
| Beasley City Hall | CITY HALL BACK BOARDROOM | 319 S. Third Street | BEASLEY, TX | 77417 |
| Bowie Middle | Main Hallway by Gym | 700 Plantation Dr | RICHMOND, TX | 77406 |
| Brazos Bend Baptist Church | Education Building | 22311 FM 762 Rd | NEEDVILLE, TX | 77461 |
| Briarchase Missionary Bapt Ch. | Fellowship hall | 16000 Blueridge Rd | MISSOURI CITY, TX | 77489 |
| Calvary Baptist Church | Fellowship Hall | 4111 Airport Ave | ROSENBERG, TX | 77471 |
| Chasewood Clubhouse | Level 1 (Clubhouse Facility) | 7622 Chasewood Dr | MISSOURI CITY, TX | 77489 |
| Cinco Ranch Branch Library | Meeting Room | 2620 Commercial Center Blvd. | KATY, TX | 77494 |
| Clements HS | ROPES Building | 4200 Elkins Rd | SUGAR LAND, TX | 77479 |
| Columbus Hall | meeting room | 13631 Highway 36 | NEEDVILLE, TX | 77461 |
| Commonwealth Clubhouse | Clubhouse | 4330 Knightsbridge Blvd | SUGAR LAND, TX | 77479 |
| Crockett Middle | Girls Gym | 19001 Beechnut St | RICHMOND, TX | 77407 |
| Eagle Heights Church | Foyer | 16718 West Bellfort | RICHMOND, TX | 77407 |
| Elkins HS | Front lobby | 7007 Knights Ct | MISSOURI CITY, TX | 77459 |
| Fairgrounds Bldg D | Main Building | 4310 Highway 36 S | ROSENBERG, TX | 77471 |
| Farmhouse at Harvest Green | Main Building | 3400 harvest Corner Drive | RICHMOND, TX | 77406 |
| Firethorne Community Ass'n | Main Room | 28800 S. Firethorne Rd | KATY, TX | 77494 |
| Four Corners Community Center | "Sprint Room" | 15700 Old Richmond Road | SUGAR LAND, TX | 77498 |
| Fulshear Business Park | TBD | 29255 FM Rd 1093 | FULSHEAR, TX | 77441 |
| Gallery Furniture | Atrium | 7227 W Grand Parkway S | RICHMOND, TX | 77407 |
| Garcia Middle | Gym Area Hallway | 18550 Old Richmond Rd | SUGAR LAND, TX | 77478 |
| George Bush HS | Gym Foyer | 6707 FM 1464 RD | RICHMOND, TX | 77407 |
| George Memorial Library | Large Meeting Room, 1st Floor | 1001 Golfview Dr | RICHMOND, TX | 77469 |
| Great Oaks Baptist Church | | 7101 FM 2759 Rd | RICHMOND, TX | 77469 |
| Hightower HS | Front Lobby | 3333 Hurricane Ln | MISSOURI CITY, TX | 77459 |
| Hunters Glen Elem | Gym | 695 Independence Blvd | MISSOURI CITY, TX | 77459 |
| Imperial Park Recreation Center | Meeting Room | 234 Matlage Way | SUGAR LAND, TX | 77478 |
| Jacks Conference Center | Main Room | 3232 Austin Pkwy | SUGAR LAND, TX | 77479 |
| Jones Creek Ranch Park | Main Room | 7714 FM 359 Rd | RICHMOND, TX | 77406 |
| Jordan HS | Performing Arts Center Lobby | 27500 Fulshear Bend Dr | FULSHEAR, TX | 77441 |
| Joy Lutheran Church | Parish Hall | 717 FM 359 Rd | RICHMOND, TX | 77406 |
| Kempner HS | Side hallway thru student park | 14777 Voss Rd | SUGAR LAND, TX | 77498 |
| Kendleton Church of God | ED Building | 619 FM 2919 Rd | KENDLETON, TX | 77417 |
| Kroger Riverstone | Community Room | 18861 University Blvd | SUGAR LAND, TX | 77479 |

| | | | | |
|----------------------------------|------------------------------|--------------------------|-------------------|-------|
| Lake Olympia Club House | Ballroom | 180 Island Blvd | MISSOURI CITY, TX | 77459 |
| Lantern Lane Elem. | cafeteria | 3323 Mission Valley Dr | MISSOURI CITY, TX | 77459 |
| Lexington Creek Elem | Gymnasium | 2335 Dulles Ave | MISSOURI CITY, TX | 77459 |
| Living Word Lutheran Church | Life Center - Courtyard Side | 3700 South Mason Road | KATY, TX | 77450 |
| Lost Creek Conference Center | Main Room | 3703 Lost Creek Blvd | SUGAR LAND, TX | 77478 |
| M.R. Massey Admin. Bldg. | Event Space | 1570 W. Sycamore Rd | FRESNO, TX | 77545 |
| Maryam Islamic Center | Multi-purpose Area/Room | 504 Sartartia Rd | SUGAR LAND, TX | 77479 |
| Meadows Place City Hall | Council Chambers | 1 Trojan Dr | MEADOWS PLACE, TX | 77477 |
| Merrell Center | Meeting Rooms | 6301 S Stadium Ln | KATY, TX | 77494 |
| Mission Bend Library | Meeting Room | 8421 Addicks Clodine Rd | HOUSTON, TX | 77083 |
| Missouri City Baptist Church | Multipurpose Building | 16816 Quail Park Dr | MISSOURI CITY, TX | 77489 |
| Missouri City Parks and Rec. | Main Room | 2701 Cypress Point Dr | MISSOURI CITY, TX | 77459 |
| Missouri City Visitors Center | Main Room | 1522 Texas Parkway | MISSOURI CITY, TX | 77489 |
| Museum of Natural Science | Snack Bar | 13016 University Blvd. | SUGAR LAND, TX | 77479 |
| Mustang Community Center | Classroom | 4521 FM 521 Rd | FRESNO, TX | 77545 |
| North Annex | First floor Conference room | 22333 Grand Corner Dr | KATY, TX | 77494 |
| Oak Lake Baptist Church | Church Sanctuary | 15555 W. Airport Blvd | SUGAR LAND, TX | 77498 |
| Orchard City Hall | Room # 7 | 9714 Kibler | ORCHARD, TX | 77464 |
| Our Lady of Guadalupe Fam Life C | Family Life Center | 1600 Ave D | ROSENBERG, TX | 77471 |
| Pecan Grove MUD Admin Bldg | Main Meeting Space | 751 Pitts Road | RICHMOND, TX | 77406 |
| Pinnacle Senior Center | Multi-purpose Room | 5525 Hobby St | HOUSTON, TX | 77053 |
| Quail Valley Elem | Main Room | 3500 Quail Village Dr | MISSOURI CITY, TX | 77459 |
| Quail Valley Fund Office | Board Room | 3603 Glenn Lakes Ln | MISSOURI CITY, TX | 77459 |
| R-1 Rogers Retail & Warehouse | TBD | 6570 FM 359 | FULSHEAR, TX | 77441 |
| Reese Tech Ctr | B116 - Physical Therapy Room | 12300 University Blvd | SUGAR LAND, TX | 77479 |
| Richmond Water Mnt. Facility | 1st room to the right | 110 N 8th St | RICHMOND, TX | 77469 |
| Ridge Point HS | Gym Foyer | 500 Waters Lake Blvd. | MISSOURI CITY, TX | 77459 |
| Ridgegate Community Ass'n | Main Room | 5855 West Ridgescreek Dr | HOUSTON, TX | 77489 |
| Ridgemont Early Childhood Ctr | Extended Day Room | 5353 Ridgescreek Circle | HOUSTON, TX | 77053 |
| River Park Recreation Ctr. | Rec Center | 5875 Summit Crk Drive | SUGAR LAND, TX | 77479 |
| Rosenberg Annex Building | varies | 4520 Reading Rd | ROSENBERG, TX | 77471 |
| Sartartia Middle | Front Area | 8125 Homeward Way | SUGAR LAND, TX | 77479 |
| Seven Lakes HS | PAC Lobby or Gym Lobby | 9251 S Fry Rd | KATY, TX | 77494 |
| Sienna Annex | Community Room | 5855 Sienna Springs Way | MISSOURI CITY, TX | 77459 |

| | | | | |
|------------------------------|------------------------|-----------------------------|----------------|-------|
| Simonton City Hall | Meeting Room | 35011 FM 1093 | SIMONTON, TX | 77476 |
| Stafford City Hall | Large Conference Room | 2610 S Main St | STAFFORD, TX | 77477 |
| Sugar Creek Country Club | Ballroom | 420 Sugar Creek Blvd | SUGAR LAND, TX | 77478 |
| Sugar Lakes Clubhouse | Clubhouse | 930 Sugar Lakes Dr | SUGAR LAND, TX | 77478 |
| Sugar Land Branch Library | Meeting Room | 550 Eldridge Rd | SUGAR LAND, TX | 77478 |
| Sugar Land Church of God | Fellowship Hall | 1715 Eldridge Rd | SUGAR LAND, TX | 77478 |
| Sugar Land City Hall | Lobby | 2700 Town Center Blvd N | SUGAR LAND, TX | 77479 |
| Thompsons City Hall | Community Center | 520 Thompson Oil Field Road | THOMPSONS, TX | 77481 |
| Tompkins HS | PAC Lobby or Gym Lobby | 4400 Falcon Landing Blvd | KATY, TX | 77494 |
| Townewest Towne Hall | Main Room | 10322 Old Towne Ln | SUGAR LAND, TX | 77498 |
| University Branch Library | Meeting Room 1 | 14010 University Blvd | SUGAR LAND, TX | 77479 |
| Westlake Preparatory Academy | Varies | 23300 Bellaire Blvd | RICHMOND, TX | 77406 |

Fort Bend County Early Voting Schedule
November 8, 2022 General Election
Programa de votación anticipada del condado de Fort Bend
Elecciones generales del 8 de noviembre de 2022

| Early Voting Location | Hours (<i>Horas</i>) | | | |
|---|---|---|--|---|
| | Monday-Friday October 24-28, 2022 (<i>lunes-viernes</i>) (24-28 de octubre, 2022) | Saturday October 29, 2022 (<i>sábado</i>) (29 de octubre, 2022) | Sunday October 30, 2022 (<i>domingo</i>) (30 de octubre, 2022) | Monday-Friday October 31-November 4, 2022 (<i>lunes- viernes</i>) (31 de octubre – 4 de noviembre, 2022) |
| Advenir at Grand Parkway West 5555 Long Prairie Trace, Richmond Cinco Ranch Branch Library 2620 Commercial Center Blvd, Katy Commonwealth Clubhouse 4330 Knightsbridge Blvd, Sugar Land Four Corners Community Center 15700 Old Richmond Rd, Sugar Land Fulshear Business Park 29255 FM Rd 1093, Fulshear Jacks Conference Center 3232 Austin Pkwy, Sugar Land Jones Creek Ranch Park 7714 FM Rd 359, Richmond Kroger Riverstone 18861 University Blvd, Sugar Land Meadows Place City Hall 1 Troyan Dr, Meadows Place Missouri City Visitors Center 1522 Texas Pkwy, Missouri City North Annex 22333 Grand Corner Drive, Katy Quail Valley Fund Office 3603 Glenn Lakes Ln, Missouri City Road and Bridge (Needville) 3743 School St, Needville Rosenberg Annex Building 4520 Reading Rd, Rosenberg Sienna Annex 5855 Sienna Springs Way, Missouri City | All Sites are open 7:00 a.m. To 7:00 p.m | All Sites are open 7:00 a.m. To 7:00 p.m | All Sites are open 12:00 noon To 6:00 p.m | All Sites are open 7:00 a.m. To 7:00 p.m |
| Beasley City Hall 319 S 3 rd Street, Beasley Bowie Middle 700 Plantation Dr, Richmond Chasewood Clubhouse 7622 Chasewood Dr, Missouri City George Memorial Library 1001 Golfview Dr, Richmond Great Oaks Baptist Church 7101 FM 2759, Richmond Hightower High. School 3333 Hurricane Ln, Missouri City Jordan High. School 27500 Fulshear Bend, Fulshear Lost Creek Conference Center 3703 Lost Creek Blvd, Sugar Land Reese Technical Center 12300 University Dr, Sugar Land Richmond Water Maintenance Facility 110 N 8 th Street, Richmond Seven Lakes High School 9271 S. Fry Road, Katy Sugar Land Branch Library 550 Eldridge Rd, Sugar Land Tompkins High School 4400 Falcon Landing Blvd, Katy | All Sites are open 7:00 a.m. To 7:00 p.m | All Sites are open 7:00 a.m. To 7:00 p.m | All Sites are CLOSED <i>(Cerrado)</i> | All Sites are open 7:00 a.m. To 7:00 p.m |

**Fort Bend ISD proposed Election Services Contract
Estimate for the conduct of the November 8, 2022 Election**

A. Statistical Information

| | |
|---|----------------|
| 1. Number of Registered Voters | <u>284,714</u> |
| 2. Number of Precincts | <u>114</u> |
| 3. Number of election day polling places (excluding early voting) | <u>78</u> |
| 4. Number of polling places shared with another entity | <u>78</u> |
| 5. Number of public buildings used as polling places | <u>44</u> |
| 6. Number of early voting stations | <u>26</u> |
| 7. Voting system: | <u>Hybrid</u> |

B. Cost of Election

Estimate

| | | | | | | | |
|--|-----------------------|---|--------------|--------|------------|----------|--|
| 1. Early Voting and Election Day personnel <i>(TEC § 32.091, 32.092, 32.114, 83.052, 271.013)</i> | | | | | | | |
| | Clerks | x | Rate | x | Hours | / | Entities |
| a. Early voting clerks | <u>3</u> | | <u>\$20</u> | | <u>155</u> | | <u>3</u> |
| a. Early voting clerks | <u>11</u> | | <u>\$20</u> | | <u>155</u> | | <u>2</u> |
| | <u>17</u> Location(s) | x | | | | | |
| b. Election day judges / clerks | <u>1</u> | | <u>\$20</u> | | <u>14</u> | | <u>3</u> |
| Election day judges / clerks | <u>4</u> | | <u>\$17</u> | | <u>14</u> | | <u>3</u> |
| | <u>27</u> Location(s) | x | | | | | |
| b. Election day judges / clerks | <u>1</u> | | <u>\$20</u> | | <u>14</u> | | <u>2</u> |
| Election day judges / clerks | <u>4</u> | | <u>\$17</u> | | <u>14</u> | | <u>2</u> |
| 2. Early Voting Ballot Board & central counting station personnel <i>(TEC § 87.005, 127.006)</i> | | | | | | | |
| a. Clerks and Judges | | | | | | | <u>\$2,000</u> |
| 3. Election Day Field Techs and Other Temp workers | | | | | | | <u>\$500</u> |
| 4. Elections Administration Dept. Staff overtime <i>(TEC § 31.100(e))</i> | | | | | | | <u>\$600</u> |
| | | | | | | | Subtotal of Labor Cost <u>\$46,863</u> |
| 5. FICA & Workers Comp | | | | 11.45% | x | \$46,863 | = <u>\$5,366</u> |
| 6. Election supplies & equipment | | | | | | | |
| Early Voting | Quant | x | Cost | / | Entities | | |
| a. Early Voting supply kits | <u>3</u> | | <u>\$35</u> | | <u>3</u> | | <u>\$35</u> |
| b. Early Voting ExpressVotes | <u>18</u> | | <u>\$175</u> | | <u>3</u> | | <u>\$1,050</u> |
| c. Early Voting ExpressTouch | <u>3</u> | | <u>\$150</u> | | <u>3</u> | | <u>\$150</u> |
| d. Early Voting DS-200 | <u>3</u> | | <u>\$250</u> | | <u>3</u> | | <u>\$250</u> |
| e. Wireless Communication (phone & hot | <u>3</u> | | <u>\$75</u> | | <u>3</u> | | <u>\$75</u> |
| f. Ballot Stock | <u>9,000</u> | | <u>0.12</u> | | <u>3</u> | | <u>\$360</u> |
| | | | | | | | |
| a. Early Voting supply kits | <u>11</u> | | <u>\$35</u> | | <u>2</u> | | <u>\$193</u> |
| b. Election Day ExpressVotes | <u>66</u> | | <u>\$175</u> | | <u>2</u> | | <u>\$5,775</u> |

| | | | | | | | | |
|-----|---|--------------|-----------|--------------|------------|-----------|------------|-------------------------|
| 7. | c. Election Day ExpressTouch | <u>84</u> | x | <u>\$150</u> | / | <u>3</u> | | <u>\$4,200</u> |
| | d. Election Day DS-200 | <u>17</u> | | <u>\$250</u> | | <u>3</u> | | <u>\$1,417</u> |
| | e. Wireless Communication (phone & hot | <u>17</u> | x | <u>\$75</u> | / | <u>3</u> | | <u>\$425</u> |
| | f. Ballot Stock | <u>12000</u> | | <u>0.12</u> | | <u>3</u> | | <u>\$480</u> |
| | a. Election Day supply kits | <u>27</u> | x | <u>\$35</u> | / | <u>2</u> | | <u>\$473</u> |
| | b. Early Voting ExpressVotes | <u>96</u> | x | <u>\$175</u> | / | <u>2</u> | | <u>\$8,400</u> |
| | j. Election Day DS-200 | <u>27</u> | | <u>\$250</u> | | <u>2</u> | | <u>\$3,375</u> |
| | k. Wireless Communication (phones & hot | <u>27</u> | x | <u>\$75</u> | / | <u>3</u> | | <u>\$38</u> |
| | l. Ballot Stock | <u>8000</u> | x | <u>0.12</u> | / | <u>3</u> | | <u>\$320</u> |
| 8. | Delivery of Voting Equipment & Supplies | | | | | | | |
| | a. Early Voting & Election Day | | | | | | | <u>\$25,200</u> |
| 9. | Polling Place Rental | | | | | | | |
| | (TEC § 43.031, 43.033) | | | | | | | |
| | a. Election (number of polling places rented) | | | | | | | <u>\$2,600</u> |
| 10 | Publication of electronic voting system notices) | | | | | | | |
| | (TEC § 127.096(a)) | | | | | | | |
| | a. Election | | | | | | | <u>\$50</u> |
| 11. | Miscellaneous election expenses (itemize) | | | | | | | |
| | a. Ger | | | | | | | |
| | Ballot Layout & Coding | | | | | | | <u>\$400</u> |
| | Absentee Ballots -Printed & Mailed | <u>7000</u> | Ballots | x | <u>\$1</u> | | | <u>\$7,000</u> |
| | Mileage reimbursements | | | | | | | <u>\$350</u> |
| | Posting of Bond | <u>78</u> | Locations | x | <u>\$3</u> | | | <u>\$234</u> |
| | Printing of Notices | <u>30</u> | Pages | x | <u>78</u> | Locations | x | <u>\$0.03</u> |
| | | | | | | | | <u>\$70</u> |
| | SUBTOTAL | | | | | | | <u>\$115,149</u> |
| 12. | Election Services Contract Administrative Fee | | | | | | <u>10%</u> | |
| | (TEC § 31.100(d)) | | | | | | | |
| | a. Election | | | | | | | <u>\$11,515</u> |
| 13. | Cost of Joint election | | | | | | | <u>\$126,664</u> |

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Resolution Authorizing Supplemental Compensation Payments for Years of Service in Fort Bend ISD
References: Board Policy DEA (Local) Goal 3
Department: Business and Finance

Recommendation

Consideration and possible approval of a Resolution Authorizing A Supplemental Compensation Payment program based on an employee's Years of Service in Fort Bend ISD, provided that the majority of registered voters on November 8, 2022 ratify the Board-adopted property tax rate and that additional funds are available sufficient to enable the District to make a one-time supplemental compensation payment to all eligible employees.

Summary

School districts across the country are having difficulty attracting and retaining employees. The creation of a longevity pay plan will help FBISD reward employees for choosing FBISD and rewarding experience and loyalty during an employee's tenure at FBISD. In adopting this Resolution, the Board authorizes the Superintendent to implement a supplemental compensation payment program for all employees. The amount of the payment will depend on the years of service in FBISD, increasing in five-year increments as presented in the middle column of Exhibit A. New employees must be employed no later than October 30, 2022 to be eligible. The cost in Year One (2022-23) is estimated to be \$13.2 million dollars and will be paid from the remaining ESSER funds.

Employees who have completed 0-4 years will receive \$500, employees who have completed 5-9 years will receive \$1000, etc. An employee who has been with the district 50 years or more will receive \$5500. This payment will be included in the employee's November 30, 2022 paycheck. Eligibility for this payment will be determined in the same manner FBISD service awards are determined. FBISD years of experience does not have to be consecutive; years employed before a break in service are grandfathered years.

Beginning in Year Two (2023-24) an employee will receive \$100 per year of FBISD service as the employee reaches milestone of 5, 10, 15, 20, 25 years, etc. as presented in the right column of Exhibit A. Former employees that return to FBISD before September 1, 2023 will be eligible for the program and all prior years of

experience will be included in payment calculation (grandfathered years). The cost in Year Two and continuing is estimated to be \$2 million dollars and will be funded out of the general fund. For this reason, voter ratification of the tax rate is necessary to implement this program.

The intended structure of the plan does not allow employees who recently completed one of the ongoing milestone years to receive payment in the first year if implemented immediately under the year two structure. Specifically, employees that recently completed the sixth or seventh year of service would not receive \$500 for their fifth year. Year one of this plan catches all employees up based on their years of service and ensures a seamless transition to the ongoing structure. Additionally, without regard for years of service, many districts have enacted a supplement for all employees with ESSER funds to thank them and reward them for being a school district employee. Combining this approach of \$500 per employee (\$250 for part-time employees) with the years of service plan ensures that each employee feels valued as part of the FBISD team.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

**RESOLUTION
OF FORT BEND INDEPENDENT SCHOOL DISTRICT**

**AUTHORIZING A SUPPLEMENTAL COMPENSATION PAYMENT FOR
YEARS OF SERVICE IN FORT BEND ISD**

WHEREAS, the Fort Bend Independent School District Board of Trustees (Board) acknowledges and applaud Fort Bend ISD (District) employees who have frequently gone above and beyond what has been required of them in order to carry out their employment duties for the District, in terms of both effort and time; and

WHEREAS, the District has significantly benefitted from the years of service and dedication provided by District employees notwithstanding times of general uncertainty during the COVID-19 pandemic, current economic conditions, reduced funds, and reduced resources; and

WHEREAS, the District acknowledges the competition among Houston area public school districts to attract talented new employees and retain dedicated employees is intense and requires a timely response; and

WHEREAS, contracts for employment for professional District employees recognize the possible payment of incentive pay or pay for performance, including years of service pay; and

WHEREAS, Superintendent has outlined prudent and reasonable plans for a one-time supplemental compensation payment to eligible District employees identified in such plan and further specifies the payment amounts to be given to eligible employees as outlined in **Exhibit A** to this Resolution; and

WHEREAS, the Superintendent has presented all necessary information that will permit the Board to take whatever budgetary actions may be required or permitted in order to provide the one-time years-of-service supplemental compensation payment in the 2022-23 school year, the District is adopting these findings and resolutions, and taking the actions noted herein: and

WHEREAS, contingent upon and expressly subject to a certification by the Superintendent on November 9, 2022 that the majority of registered voters have ratified the Board-adopted property tax rate and that additional funds are available to the District sufficient to enable it to make this one-time supplemental compensation payment to all eligible employees.

NOW, THEREFORE, BE IT RESOLVED:

Section One: That the Board of Trustees has determined that there is a benefit to the District as well as a legitimate public purpose served to inform all eligible District employees at this time they

will receive a one-time years-of-service supplemental compensation payment pursuant to the plan presented and outlined in **Exhibit A**; and

Section Two: That the Superintendent has confirmed that reasonable adequate controls are in place to ensure that such benefits will be received by the District, since the Superintendent will limit this years-of-service supplemental compensation payment to those employees (contract and non-contract) that meet the eligibility requirements specified in this Resolution and the respective plan; and

Section Three: That any District employee who is not employed by the District as specified in **Exhibit A**, shall not be eligible for the one-time supplemental compensation payment under the plan; and

Finally, that the Superintendent has committed to, and is by the adoption of this resolution, required to, take all necessary steps to make sure that payment of this one-time supplemental compensation payment be done in accordance with the plan approved by the Board as outlined in **Exhibit A**.

ADOPTED AND PASSED this 19th day of September 2022.

FORT BEND INDEPENDENT SCHOOL DISTRICT

Kristen Davison Malone
President, Board of Trustees

ATTEST:

Dr. Shirley Rose-Gilliam
Secretary, Board of Trustees

EXHIBIT A

| TRS Years of Service | Year 1 – 22/23 if VATRE is passed | Year 2 – 23/24 if VATRE is passed |
|--|---|---|
| As of October 30, 2022 and September 1st each year after | Employees less than 5 years get \$500 - \$500 increments each 5 years starting with year 5 | Employees get \$100 per year of service as they reach milestone marks of 5, 10, 15, 20, 25 years, etc., through year 45. |
| 0 | \$500.00 | |
| 1 | \$500.00 | |
| 2 | \$500.00 | |
| 3 | \$500.00 | |
| 4 | \$500.00 | |
| 5 | \$1,000.00 | \$500.00 |
| 6 | \$1,000.00 | |
| 7 | \$1,000.00 | |
| 8 | \$1,000.00 | |
| 9 | \$1,000.00 | |
| 10 | \$1,500.00 | \$1,000.00 |
| 11 | \$1,500.00 | |
| 12 | \$1,500.00 | |
| 13 | \$1,500.00 | |
| 14 | \$1,500.00 | |
| 15 | \$2,000.00 | \$1,500.00 |
| 16 | \$2,000.00 | |
| 17 | \$2,000.00 | |
| 18 | \$2,000.00 | |
| 19 | \$2,000.00 | |
| 20 | \$2,500.00 | \$2,000.00 |
| 21 | \$2,500.00 | |

| | | |
|----|------------|------------|
| 22 | \$2,500.00 | |
| 23 | \$2,500.00 | |
| 24 | \$2,500.00 | |
| 25 | \$3,000.00 | \$2,500.00 |
| 26 | \$3,000.00 | |
| 27 | \$3,000.00 | |
| 28 | \$3,000.00 | |
| 29 | \$3,000.00 | |
| 30 | \$3,500.00 | \$3,000.00 |
| 31 | \$3,500.00 | |
| 32 | \$3,500.00 | |
| 33 | \$3,500.00 | |
| 34 | \$3,500.00 | |
| 35 | \$4,000.00 | \$3,500.00 |
| 36 | \$4,000.00 | |
| 37 | \$4,000.00 | |
| 38 | \$4,000.00 | |
| 39 | \$4,000.00 | |
| 40 | \$4,500.00 | \$4,000.00 |
| 41 | \$4,500.00 | |
| 42 | \$4,500.00 | |
| 43 | \$4,500.00 | |
| 44 | \$4,500.00 | |
| 45 | \$5,000.00 | \$4,500.00 |
| 46 | \$5,000.00 | |
| 47 | \$5,000.00 | |
| 48 | \$5,000.00 | |
| 49 | \$5,000.00 | |
| 50 | \$5,500.00 | |

Payments for part-time employees is one-half of the amounts in this exhibit.

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Interlocal Agreement with Fort Bend County
References: Board Policy CH (Legal)
Department: Business and Finance

Recommendation

Consideration and possible approval of an Interlocal Agreement with Fort Bend County for the collection of ad valorem taxes, including penalties, interest and attorney fees for the collection of taxes owed to Fort Bend ISD in Fort Bend County, and authorization for the Superintendent to negotiate and execute all agreements and/or revisions thereof.

Summary

Fort Bend ISD has the authority to contract with Fort Bend County to act as Tax Assessor/Collector on behalf of the District. The county has been providing this service since the Fort Bend ISD Tax Office closed on May 31, 2006. The existing agreement with the county will terminate on September 30, 2022. Administration is requesting approval of a new agreement that will terminate on June 30, 2023, with the option to renew for four (4) additional years through June 30, 2027.

Fort Bend County will remit collected taxes to the District at least weekly throughout the year for a fee of \$0.40 per parcel per year and \$1.00 per delinquent account. The county manages parcels located in Harris County at a rate of \$2.77 per parcel. The fees are an increase from the previous contract of \$0.035 per parcel with all other rates unchanged. The cost for tax year 2022 collections is \$78,988. The District does not pay the county directly, as the county invoices the District's tax attorneys, Perdue, Brandon, Fielder, Collins & Mott LLP, for collection services and the tax attorneys pass that fee along to the District.

The Fort Bend County Tax Assessor/Collector has maintained a high rate of tax collections over the years. The alternative to utilizing the county's services for tax collection is to re-establish a Fort Bend ISD tax office. This would create additional expenses for the District and would not be in the best interest of District taxpayers.

At this time, the Administration is recommending that the Board approve the Interlocal Agreement between Fort Bend County and Fort Bend ISD for tax collection services.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
THE COLLECTION OF TAXES**

This Agreement (“Agreement”) is made and entered into by and between the County of Fort Bend, Texas, with the agreement, consent, and participation of the Fort Bend County Tax Assessor/Collector (singularly or collectively referred to as "County" or “County Tax Assessor/Collector”), and Fort Bend Independent School District, a taxing entity in the State of Texas.

RECITALS

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, Fort Bend County acting by and through its Commissioner's Court with the approval of the County Tax Assessor-Collector, hereinafter referred to as the "County," has agreed to provide tax assessing and collecting services for Fort Bend Independent School District; and

WHEREAS, Fort Bend Independent School District acting by and through its governing body, having authorized their President to execute this Agreement has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, Fort Bend Independent School District has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual condition set out herein, it is agreed by and between the County and Fort Bend Independent School District as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the Tax Assessor/Collector for Fort Bend Independent School District for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed Fort Bend Independent School District in Fort Bend County.

ARTICLE II
TERM

- 2.01 This Agreement shall be effective as of date executed by both Parties and shall terminate on June 30, 2023.
- 2.02 This Agreement shall automatically renew each July 1 for up a one (1) year term thereafter and through June 30, 2027, unless sooner terminated as provided herein.
- 2.03 Fort Bend Independent School District may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.
- 2.04 County may terminate this agreement without cause by providing written notice to Fort Bend Independent School District no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by Fort Bend Independent School District, Fort Bend Independent School District shall assume all contractual obligations entered into with County for services rendered to Fort Bend Independent School District for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.
- 2.06 As soon as practicable after the date of termination or the expiration of this Agreement, the County shall submit a final report containing the information set forth in Article III. At that time, distribution of the amount due to Fort Bend Independent School District shall be made or Fort Bend Independent School District shall be invoiced for any amounts due from Fort Bend Independent School District pursuant to the terms of this Agreement. Payment by Fort Bend Independent School District shall be due and payable, no later than thirty (30) days after receipt of an invoice. Copies of all reports and all records of Fort Bend Independent School District shall be delivered to Fort Bend Independent School District when and if this Agreement is terminated or upon its expiration if not sooner terminated.

ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services by and through the Tax Assessor for UPDATE for tax accounts within the jurisdiction of Fort Bend Independent School District, limited to Fort Bend County accounts.
- 3.02 Fort Bend Independent School District hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax Code, as amended, for Fort Bend County accounts.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of Fort Bend Independent School District with regard to assessing and collection of ad valorem taxes.
- 3.04 Fort Bend Independent School District shall adopt a tax rate in accordance with Tax Code 26.05 (a)

- 3.05 Fort Bend Independent School District hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for Fort Bend Independent School District, including but not limited to:
- A. Calculation of taxes, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds.
 - B. County shall assess and collect the ad valorem property taxes owing to the Fort Bend Independent School District. The term “assess” does not include those functions defined as “appraisal” by the Property Tax Code.
 - C. The county shall produce a consolidated tax statement for both County and Fort Bend Independent School District taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of Fort Bend Independent School District.
 - E. County shall mail statements.
 - F. County shall mail notices of delinquent service charges in accordance with Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code.
 - G. County shall perform for Fort Bend Independent School District all duties provided by law of the State of Texas for the collection of taxes.
 - H. County shall perform any additional, reasonable services, which may be requested by Fort Bend Independent School District. County shall bill all additional services to Fort Bend Independent School District at actual costs.
- 3.06 County shall provide the following reports, upon request, by Fort Bend Independent School District:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
 - B. Remittance report with each remittance to Fort Bend Independent School District showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
 - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
 - D. Any additional reports, which may be requested by the Fort Bend Independent School District.
- 3.07 The taxes collected by County for Fort Bend Independent School District shall be remitted as follows:
- A. a credit/debit memo within same depository bank; or
 - B. by ACH; or
 - C. by wire to Fort Bend Independent School District’s designated depository or agent; or
 - D. By check mailed to Fort Bend Independent School District.
- 3.08 Fort Bend Independent School District shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted at least once per week.

- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to Fort Bend Independent School District.

ARTICLE IV
OBLIGATIONS OF FORT BEND INDEPENDENT SCHOOL DISTRICT

- 4.01 Fort Bend Independent School District agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, Fort Bend Independent School District agrees to pay County for the actual costs incurred, for assessing or collecting taxes for Fort Bend Independent School District in accordance with Tax Code Section 6.27. The Parties acknowledge and agree that these amounts as of the date of this Execution are as follows:
 - A. **Forty cents (\$0.40) per parcel per year;**
 - B. **One dollar (\$1.00) per account to add delinquent accounts to County's records; and**
 - C. **Two dollars and seventy-seven cents (\$2.77) per account outside of Fort Bend County.**
 - D. **Other costs for which Fort Bend Independent School District will reimburse the County for actual costs incurred for any additional services requested by Fort Bend Independent School District or mandated by state statute.**
- 4.03 County will review actual costs annually and advise Fort Bend Independent School District of any cost change in advance of the auto renewal. The Agreement will then renew at those rates without need to amend this document unless otherwise terminated by the Parties.
- 4.04 Fort Bend Independent School District shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of Fort Bend Independent School District, including Fort Bend Independent School District's auditors, is authorized to examine the records maintained by County at such reasonable time and interval as Fort Bend Independent School District deems necessary. Such books and records will be kept in the offices of County.
- 5.02 Fort Bend Independent School District shall maintain a Public Fidelity Bond covering all offices, officials and employees for one hundred thousand dollars (\$100,000.00).
- 5.03 Fort Bend Independent School District shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties

- and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 County shall not be legally responsible to Fort Bend Independent School District for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- 5.05 Fort Bend Independent School District reserves the right to institute such suits for the collection of delinquent taxes, as Fort Bend Independent School District deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06 County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which Fort Bend Independent School District may adopt.
- 5.07 In the event County waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, Fort Bend Independent School District consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of Fort Bend Independent School District.
- 5.08 Fort Bend Independent School District's performance under this Agreement is conditioned on the appropriation of funds by Fort Bend Independent School District on a yearly basis for payment of the Collection Fee, and shall constitute a commitment of current revenues only. The failure by Fort Bend Independent School District's governing body to appropriate funds sufficient for payment of such Collection Fee shall be grounds for termination of this Agreement.

ARTICLE VI LIABILITY

6.01 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VII MISCELLANEOUS

7.01 This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

7.02 No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.

7.03 The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement

ARTICLE IX
ENTIRE AGREEMENT

9.01 This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto, except as provided in Section 4.03 of this Agreement.

FORT BEND COUNTY:

Attest:

KP George
County Judge

Laura Richard, County Clerk

Date: _____

Fort Bend Independent School District:

Attest:

Date: _____

Reviewed:

Carmen P. Turner, MPA
Tax Assessor-Collector

c:\users\rangemic\documents\tax collection interlocal master 5.2.22.doc

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: 2022 Resolution Tax Year
Tax Roll
References: Board Policy CCG (Legal)
Department: Business and Finance

Recommendation

Consideration and adoption of a Resolution approving the 2022 certified tax appraisal roll, based on the certified 2022 values from the Fort Bend County Central Appraisal District.

Summary

The certified property values received from Fort Bend County Central Appraisal District on July 25, 2022 reflect an increase of approximately 15 percent in the total freeze-adjusted taxable property value for 2022. The Texas Property Tax Code §26.05(g) allows school districts to adopt a tax rate based on the preliminary certified tax roll received in July. 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 recommended resolution provides information on the tax amounts due based on the 2022 appraisal roll.

Recommended by:

Christie Whitbeck
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

**RESOLUTION
OF FORT BEND INDEPENDENT SCHOOL DISTRICT
APPROVING THE 2022 CERTIFIED TAX APPRAISAL ROLL**

WHEREAS Section 26.09(e) of the Texas 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 2022 tax year; and

WHEREAS the Fort Bend Independent School District Board of Trustees (Board) was presented with the tax roll during its review of this resolution on September 12, 2022, and appears in all things correct under the applicable laws of Texas; and

WHEREAS the Board voted in a duly called public meeting to approve the tax roll.

NOW THEREFORE BE IT RESOLVED by the Fort Bend Independent School District Board of Trustees that the 2022 certified appraisal roll with amounts due to Fort Bend ISD totals \$626,359,278 for the 2022 tax year that is based on the Board adopted tax rate of \$1.2101 and is the tax roll for the Fort Bend Independent School District for the 2022-23 school year, and

BE IT FURTHER RESOLVED that if the Board adopted tax rate is not ratified by the voters in the November 8, 2022, VATRE (Voter Approval Tax Rate Election), the 2022 certified appraisal roll with amounts due to Fort Bend ISD totals \$597,631,949 that is based on a tax rate of \$1.1346.

APPROVED and ADOPTED this 19th day of September 2022.

Kristen Malone, President
Fort Bend ISD Board of Trustees

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

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Revisions to Policies
EHAA (Local) and FFH (Local)
References: Board Policy: BF (Local)
Department: Legal Services

Recommendation

Consideration and possible approval of proposed revisions to policies EHAA (Local) and FFH (Local).

Summary

- EHAA: Basic Instructional Program – Required Instruction (All Levels)
 - New provisions are recommended based on SB 9 (Second Called Session) and include a required policy provision on adopting prevention of child abuse, family violence, dating violence, and sex trafficking curriculum materials.
 - The policy is consistent with the provisions regarding adopting human sexuality curriculum materials, and includes board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.
- FFH: Student Welfare – Freedom from Discrimination, Harassment, and Retaliation
 - Revisions recommended to meet requirements from SB 9 (Second Called Session), which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.
 - Additional revisions are recommended to clarify the definition of prohibited conduct and the district’s response to such conduct.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Robert Scamardo
General Counsel

Philosophy

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

Human Sexuality Instruction

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

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

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

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

Parental Notice and Consent

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

Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

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

5. The SHAC shall present its recommendations to the Board at a public meeting. The recommendation shall include a summary of the public meetings, feedback gathered, and any adjustments made to the recommendation.
- ~~7.6.~~ After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Note: This policy addresses discrimination, including harassment, and retaliation against District students. For Title IX and other provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Philosophy

The Board believes student success is best achieved in a supportive climate and safe environment. Therefore, the District shall provide a learning environment in which all students in the school community are treated with dignity and respect.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy ~~The District~~ prohibits is dating violence, as defined below by this policy. Retaliation against anyone exercising their rights under this policy ~~involved in the complaint process~~ is a violation of District policy and is prohibited.

Discrimination

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct

~~In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

| | |
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| <p>Prohibited Harassment</p> | <p>Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]</p> <p>Harassment Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none">1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or3. Otherwise adversely affects the student's educational opportunities. |
| <p>Examples</p> | <p>Harassment Prohibited harassment includes dating violence as defined by law and this policy.</p> <p>Examples of prohibited harassment may include, but are not limited to, derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; derogatory jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.</p> |
| <p>Title IX Sexual-Based Harassment</p> | <p>As required by law, the District shall follow the procedures below at Response to Title IX Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment <u>in an education program or activity and against a person in the United States</u> under Title IX. [See FFH(LEGAL)]</p> |
| <p>Other Sexual Harassment By an Employee</p> | <p>Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:</p> <ol style="list-style-type: none">1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or |

2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include, but are not limited to, sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

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1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include, but are not limited to, derogatory jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include, but are not limited to, destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation. In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.

Examples

Examples of retaliation may include, but are not limited to, threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct ~~and any person who~~ believes that ~~a~~another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District Officials

Title IX Coordinator

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

ADA /
Section 504
Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Alternative Reporting Procedures

An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

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

[When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or alleged perpetrator.](#)

Investigation of Reports Other Than Title IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to [Title IX Sexual Harassment](#)—~~Title IX~~.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of Outcome

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include, but are not limited to, a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff

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| | monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, and harassment, <u>and retaliation</u> . |
| Bullying | If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions. |
| Improper Conduct | If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct. |
| Confidentiality | To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law. |
| Appeal | A student or parent who is dissatisfied with the outcome of the investigation may appeal through <u>District policy FNG(LOCAL)</u> , beginning at the appropriate level . A student or parent <u>also has</u> the <u>shall be informed of his or her</u> right to file a complaint with the United States Department of Education Office for Civil Rights. |
| Response to <u>Title IX</u> Sexual Harassment- Title IX | For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL). |
| General Response | <p>When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:</p> <ul style="list-style-type: none">• Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;• Consider the complainant's wishes with respect to supportive measures; and• Explain to the complainant the option and process for filing a formal complaint. <p>The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.</p> |

Title IX Formal
Complaint Process

If a formal complaint is not filed or is dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;

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8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation. In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.~~

~~Examples~~

~~Examples of retaliation may include, but are not limited to, threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

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[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

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| BOT Meeting: | September 12, 2022 |
| Solicitation No.: | 22-073AR The Interlocal Purchasing System (TIPS), BuyBoard Purchasing, General Services Administration (GSA), Texas Smart Buy and Choice Partners Cooperatives |
| References: | District Goal 5 |
| Description: | <p>Heating, Ventilation, Air Conditioning (HVAC) Equipment, Service, Controls (HVAC), Maintenance Repair and Related Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of HVAC Equipment, Service, Controls, Maintenance Repair and Related Services through various purchasing cooperatives from multiple vendors in an amount not to exceed \$28,000,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2027.</p> <p><u>Summary</u></p> <p>In January 2018, the Board approved the purchase of HVAC equipment, service, controls, maintenance repair and related services, and the current agreements expire January 2023.</p> <p>The HVAC system is one of the most critical systems for maintaining a quality educational environment. It is responsible for not only comfort, but also humidity control, indoor air quality, and overall morale of the District.</p> <p>The HVAC Team is responsible for maintaining 218 State permitted boilers, 86 cooling towers, 201 chillers, 1,664 air handlers and in excess of 60,000 sensors.</p> <p>The various cooperative contracts will allow the Facilities Department to efficiently and effectively fulfill the District-wide HVAC needs and comply with school district bidding requirements.</p> <p>Renewal options are available through April 2027. Should the contracts not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method at that time.</p> <p><u>Background</u></p> <p>Expenditures in 2020-21 were \$4,959,674; expenditures for 2021-22 were \$5,681,415. Expenditures will not exceed \$28,000,000 through April 2027, and funding is included in the budget.</p> |
| Requested By: | Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer |

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| Vendor: | <p> Air Filters, Inc.*** American Mechanical Services*** Automated Logic – Houston*** A/W Mechanical Services, LP BC Solutions*** Capp USA, Inc.*** Capstone Mechanical, LP Carrier Corporation*** Carrier Enterprise, LLC. *** Coolers Incorporated Century Air Conditioning Supply LLC Century HVAC Distributing LP Climatec, LLC E3 Entegral Solutions Elliot Electric Supply Entech Sales and Service, LLC Enviro Services Inc. Enviro Services Inc. Daikin Applied Americas, Inc. *** Digital Air Control, Inc. *** E Contractors USA LLC *** Facility Solutions Group, Inc. Ferrara's Heating & Air Conditioning Lennox Industries, Inc. GOES Sales of Texas, Inc. Gulf Coast Boiler Grainger Heat Transfer Solutions*** Honeywell HVAC Mechanical Services of Texas LTD Hunton Distribution*** Hunton Services HVAC Mechanical Services of Texas LTD *** Morrison Supply Company MLN Service Company Network Thermostat *** Johnson Controls Inc. *** Johnson Supply Co.*** Johnstone Supply*** JMS Integrated Building Solutions Lone Star Boilers, LLC Rainbow Water Purification*** Roessler Equipment Company, Inc.*** South Texas Boiler Industries, LLC Strategic Filtration, Inc. Star Service, Inc. Of New Orleans*** Td Industries, Ltd*** Texas Airsystems, LLC*** Texas Air Maintenance and Service LLC Texas Industrial Air Services Thomas Control Service The Brandt Companies, LLC TSP Specialty Products, LTD </p> |
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| | Trane US Inc. Unify Energy Solutions, LLC*** United Rentals Varitec Solutions |
| Budget Sources: | General Fund |
| Amount: | Not to Exceed - \$ 28,000,000 through April 2027 |
| Other Supporting Information | |
| Sole Source: | No |
| Number of vendors contacted by Purchasing: | N/A |
| Number of vendors contacted by FBISD Notification System: | N/A |
| Number of vendors downloaded the solicitation: | N/A |
| Number of responses received: | N/A |
| Number of "no bid" responses received: | N/A |
| Length of commitment: | Through April 2027 |
| Last solicitation date: | N/A |
| Supporting documents: | N/A |
| Disclosure under Board Policy CH, CV, or DBD (Local): | None |

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

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Budget Amendment
Regarding Use of 2018 Bond
Program Contingency Funds
References: Board Policy CV (Local)
Department: Operations

Recommendation

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

Summary

PKG021 (Turf and Athletics) and PKG058 (Hightower HS Central Plant) were identified as projects requiring funds. The 2018 Bond Program was established with an initial program contingency of \$5,019,364 intended to address unforeseen critical issues. The cumulative program contingency as of July 31, 2022 is \$3,292,110.85.

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

Background

The Program Contingency is comprised of the initial approved contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below includes projects that will be recommended for approval at the September 19 Board meeting and reflects the projected Program Contingency balance as of September 2022.

| Description | Budget (Shortage)/Surplus |
|--|------------------------------|
| Cumulative Program Contingency as of July 31, 2022 | \$3,292,110.85 |
| <i>Contributions</i> | |
| PKG019 Exterior Envelope - CLOSE OUT | \$2,000,000.00 |
| | |
| Contribution Sub-Total | \$2,000,000.00 |
| <i>Uses</i> | |
| PKG021 Turf and Athletics | (\$1,200,000.00) |
| PKG058 Hightower HS Central Plant | (\$1,200,000.00) |
| | |

| Description | Budget (Shortage)/Surplus |
|--|------------------------------|
| Use Sub-Total | (\$2,400,000.00) |
| | |
| Net Proposed Activity September 2022 | (\$400,000.00) |
| Cumulative Bond Program Contingency as of September 19, 2022 | \$2,892,110.85 |

Recommended by:

Christie Whitbeck
 Superintendent of Schools

Submitted by:

Oscar Perez
 Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: Turf and Athletics
(PKG 021)
References: Board Policy CV (Local)
Department: Operations

Recommendation

Consideration and possible approval of a Not-to-Exceed amount of \$1,200,000 to address identified deficiencies under (PKG021) Turf and Athletics; approval of a revised total project budget of \$40,867,458 for the Turf and Athletics Package (PKG021); utilization of Bond 2018 Contingency funds; and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

On November 6, 2018, FBISD successfully passed the 2018 Bond Program. On December 17, 2018, the BOT approved all project budgets for the 2018 Bond Program.

The current project budget approved by the Board for PKG021 is \$39,667,458. Upon completion of the approved scope of work, additional items were identified which need immediate attention to ensure the safe operation of the facilities.

The critical deficiencies have been identified and allocated as priority 1 under the future bond, but due to the continued deterioration and failure of the components, staff requires an additional \$1,200,000 be added to this package (PKG021) in order to execute the work immediately.

The critical items that need immediate attention for Athletics include a HVAC roof top unit replacements at the Mercer Complex; football field press box repairs at Kempner HS; tennis court replacement at Quail Valley MS; and re-surfacing of the synthetic track at Austin HS and Marshall HS.

Staff recommends utilization of available funding within Bond 2018 Contingency to execute the work and address current deficiencies within the current 2018 Bond.

Staff requests utilization of \$1,200,000 from the Bond 2018 Program Contingency for this purpose. The detailed revised project budget for PKG21 Turf and Athletics Renovations is provided on the attached Exhibit 1.

| Package Number | Description | Revised Project Budget |
|-----------------------|--------------------|-------------------------------|
| PKG021 | Turf and Athletics | \$40,867,458 |

Upon Board approval, staff will negotiate the contract and work will begin once the contract is executed. Staff will work in partnership with the campus administrators to schedule all work with the least disruption to student activities.

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

Project Summary
Package 21 - Turf and Athletics
 EXHIBIT - 1

| Description | A | B | C | D | E | F | G | H | I | TOTAL |
|-------------------------------|------------------------------------|-----------------------|-----------------------------------|--------------|-----------------------------|------|---------------------|--------------------------------|------------------------|------------------------|
| | A/E Design Fees & Reimbursables | Design Contingency | Other Professional Services | Construction | Construction Contingency | FF&E | Site Development | Admin & Other Project Costs | Project Contingency | |
| AUSTIN HIGH SCHOOL | \$122,946 | \$15,663 | \$42,104 | \$1,708,205 | \$115,969 | | | | | \$2,004,887 |
| BOWIE MIDDLE SCHOOL | \$77,552 | \$9,602 | \$34,872 | \$893,805 | \$55,843 | | | | | \$1,071,673 |
| BUSH HIGH SCHOOL | \$103,321 | \$12,779 | \$27,178 | \$1,313,918 | \$15,584 | | | | | \$1,472,780 |
| CLEMENTS HIGH SCHOOL | \$118,954 | \$8,192 | \$36,930 | \$1,419,219 | \$256,473 | | | | | \$1,839,767 |
| CROCKETT MIDDLE SCHOOL | \$103,177 | \$9,380 | \$36,872 | \$1,143,417 | \$33,709 | | | | | \$1,326,555 |
| DULLES HIGH SCHOOL | \$119,143 | \$14,502 | \$42,469 | \$1,516,287 | \$1,138,825 | | | | | \$2,831,226 |
| DULLES MIDDLE SCHOOL | \$92,446 | \$3,643 | \$23,012 | \$1,247,519 | (\$118,293) | | | | | \$1,248,327 |
| ELKINS HIGH SCHOOL | \$126,073 | \$15,582 | \$42,655 | \$1,643,109 | \$82,738 | | | | | \$1,910,157 |
| FIRST COLONY MIDDLE SCHOOL | \$133,484 | \$13,748 | \$45,703 | \$1,680,050 | \$16,466 | | | | | \$1,889,452 |
| FORT SETTLEMENT MIDDLE SCHOOL | \$84,206 | \$10,026 | \$33,386 | \$1,022,425 | \$34,723 | | | | | \$1 184,765 |
| GARCIA MIDDLE SCHOOL | \$99,865 | \$10,703 | \$36,352 | \$1,276,647 | \$58,258 | | | | | \$1,481,825 |
| HALL STADIUM | \$76,238 | | \$73,202 | | \$2,206,173 | | | | \$27,300 | \$2,382,914 |
| HIGHTOWER HIGH SCHOOL | \$104,694 | \$13,213 | \$30,128 | \$1,360,069 | \$49,281 | | | | | \$1,557,385 |
| HODGES BEND MIDDLE SCHOOL | \$81,858 | \$10,135 | \$32,825 | \$981,904 | \$15,006 | | | | | \$1,121,728 |
| KEMPNER HIGH SCHOOL | \$108,436 | \$12,772 | \$37,437 | \$1,460,322 | \$14,220 | | | | | \$1,633,186 |
| LAKE OLYMPIA MIDDLE SCHOOL | \$88,792 | \$10,993 | \$38,547 | \$920,388 | | | | | | \$1,058,720 |
| MARSHALL HIGH SCHOOL | \$200,095 | \$13,372 | \$31,906 | \$1,987,090 | (\$164,009) | | | | | \$2,068,454 |
| MCAULIFFE MIDDLE SCHOOL | \$86,878 | \$10,430 | \$35,707 | \$1,104,877 | \$69,297 | | | | | \$1,307,188 |
| MERCER ATHLETIC COMPLEX | \$29,251 | \$1,425 | \$25,511 | \$865,223 | \$420,277 | | | | | \$1,341,687 |
| MISSOURI CITY MIDDLE SCHOOL | \$109,498 | \$13,557 | \$39,393 | \$1,138,151 | \$4,758 | | | | | \$1,305,356 |
| QUAIL VALLEY MIDDLE SCHOOL | \$117,592 | \$14,559 | \$40,057 | \$1,380,731 | \$58,741 | | | | | \$1,611,679 |
| RIDGE POINT HIGH SCHOOL | \$2,073 | | | \$2,628 | | | | | | \$4,701 |
| SARTARTIA MIDDLE SCHOOL | \$86,666 | \$10,730 | \$40,007 | \$1,052,189 | \$2,739 | | | | | \$1,192,332 |
| SUGAR LAND MIDDLE SCHOOL | \$130,886 | \$8,657 | \$42,711 | \$1,399,193 | \$1,195,638 | | | | | \$2,777,085 |
| TRAVIS HIGH SCHOOL | \$99,843 | \$12,063 | \$24,778 | \$1,271,118 | \$83,986 | | | | | \$1,491,788 |
| WILLOWRIDGE HIGH SCHOOL | \$115,299 | \$10,177 | \$96,616 | \$1,355,122 | \$174,628 | | | | | \$1,751,841 |

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|---------------|-------------|-----------|-----------|--------------|-------------|----------|---------------------|
| TOTAL: | \$2,619,266 | \$265,903 | \$990,354 | \$31,143,606 | \$5,821,029 | \$27,300 | \$40,867,458 |
|---------------|-------------|-----------|-----------|--------------|-------------|----------|---------------------|

For: Fort Bend ISD Board of Trustees
Date: September 12, 2022
Action: Review: PKG058 Hightower High School Central Plant Upgrade and Repairs
References: Board Policy CV (Local)
Department: Operations

Recommendation

Consideration and possible approval of a project budget to perform the necessary repairs at Hightower High School (HHS) Central Plant (PKG058) for a total amount of \$1,200,000; approval of a Professional Services Agreement with Infrastructure Associates for a Not-to-Exceed amount of \$90,000; utilization of Bond 2018 Contingency funds; and authorization for the Superintendent to negotiate and execute or terminate the agreements.

Summary

An upgrade to the Central Plant for HHS was originally identified under the 2017 Facility Assessment with Phase1 partially funded under Bond 2018.

The scope of work approved under Bond 2018 provided HHS with the first phase of the necessary upgrades, which included a new chiller and chilled water pumps; however, due to budget constraints, the upgrade performed under Bond 2018 did not address all the necessary components required to provide a reliable HVAC system.

In the 2021 Facility Assessment, the need to repair and upgrade the Central Plant at HHS was identified, as the system is experiencing unacceptable degradation of cooling plant reliability. The configuration of the chilled water system needs to be upgraded in order to provide a reliable HVAC system.

Due to lack of reliability of the Central Plant, it is not feasible to wait until a future bond is approved to address the current deficiencies and Staff recommends utilization of available funding within Bond 2018 Contingency to execute the necessary work.

Staff requests utilization of \$1,200,000 from the Bond 2018 Program Contingency for this purpose. The detailed project budget for PKG058 HHS Central Plant Repairs is provided on the attached Exhibit 1.

| Package Number | Description | Revised Project Budget |
|----------------|---|------------------------|
| PKG0558 | Hightower High School Central Plant Repairs | \$1,200,000 |

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

Recommended by:

Dr. Christie Whitbeck
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

Package 58 - Hightower HS Central Plant

EXHIBIT - 1

| | A | B | C | D | E | F | G | H | I | |
|-----------------------|---------------------------------|--------------------|-----------------------------|--------------|--------------------------|------|------------------|-----------------------------|---------------------|--------------------|
| Description | A/E Design Fees & Reimbursables | Design Contingency | Other Professional Services | Construction | Construction Contingency | FF&E | Site Development | Admin & Other Project Costs | Project Contingency | TOTAL |
| Hightower High School | \$88,713 | \$21,710 | \$90,362 | \$844,895 | \$126,734 | \$0 | \$0 | \$1,000 | \$26,586 | \$1,200,000 |
| TOTAL: | \$88,713 | \$21,710 | \$90,362 | \$844,895 | \$126,734 | \$0 | \$0 | \$1,000 | \$26,586 | \$1,200,000 |

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| BOT Meeting: | September 12, 2022 |
| Solicitation No.: | 23-006AR The Interlocal Purchasing System (TIPS), BuyBoard Purchasing, Omnia Partners and Sourcewell Cooperative Purchasing |
| References: | District Goal 5 |
| Description: | <p>Playground/Recreation Equipment, Field Lighting and Related Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of Playground/Recreation Equipment, Field Lighting and Related Services through various purchasing cooperatives from multiple vendors in an amount not to exceed \$2,000,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2027.</p> <p><u>Summary</u></p> <p>In December 2019, the Board approved the purchase of playground/recreation equipment and field lighting products. These agreements expire in September 2022.</p> <p>Playgrounds are important to the development of children’s mental and physical well-being. It also helps students burn off excess energy allowing them to focus better in the classroom. The maintenance and proper repair of playground and field equipment is critical to the safety of students. Broken parts can cause injury.</p> <p>The various cooperative purchasing contracts will allow the District to fulfill playground and recreation needs and repairs efficiently and effectively and comply with school district bidding requirements.</p> <p>Renewal options are available through April 2027. Should the contracts not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method at that time.</p> <p><u>Background</u></p> <p>Expenditures in 2020-21 were \$636,749; expenditures for 2021-22 were \$143,535. Expenditures will not exceed \$2,000,000 through April 2027 and funding is included in the budget.</p> |
| Requested By: | Oscar Perez, Chief Operations Officer Bryan Guinn, Chief Financial Officer |
| Vendor: | All Play, Inc.*** Acumen Enterprises BSN Sports |

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| | BCI Burke Company, LLC Clear Touch Interactive, Inc Cooper Lighting Child's Play, Inc.*** Daktronics*** Dynamo Playgrounds Educators Depot Facility Solutions Group Fun Abounds, Inc. GameTime Gulf Coast Recreation Inc. Happy Playgrounds iZone Imaging InLine Electric Solutions of Texas, LLC Kompan Inc. LED Partners Lone Star Recreation McKenna Contracting, Inc*** National Energy Solutions Nevco Sports, LLC*** OES Scoreboards Olen Williams Paradigm Contracting Play and Park Structures Playground Solutions of Texas, Playgrounds Etc., LLC PlayPower LT Farmington, Inc.*** Playworks, Inc. Pro-Techs Surfacing, LLC PTI Sports & Recreation Construction*** Red River Recreations, LLC S&S Worldwide Score Vision, LLC Sign Express Soil Express*** SPEC Play Spectrum Corporation*** Superior Recreational Products T.F. Harper & Associates LP*** Techline Sports Lighting, LP The Edu-Source Corporation The LETCO Group, dba Living Earth The Playground, Shade and Surfacing Depot |
| Budget Sources: | General Fund |
| Amount: | Not to Exceed - \$2,000,000 through April 2027 |
| Other Supporting Information | |
| Sole Source: | No |
| Number of vendors contacted by Purchasing: | N/A |
| Number of vendors contacted by FBISD Notification System: | N/A |
| Number of vendors downloaded the solicitation | N/A |

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| Number of responses received: | N/A |
| Number of "no bid" responses received: | N/A |
| Length of commitment: | April 2027 |
| Last solicitation date: | N/A |
| Supporting documents: | N/A |
| Disclosure under Board Policy CH, CV, or DBD (Local): | None |

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

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| BOT Meeting: | September 12, 2022 |
| Solicitation No.: | 18-058MH (Increase) |
| References: | District Goal 2 |
| Description: | <p>Trucking Services and Trailer Rentals</p> <p><u>Recommendation</u></p> <p>The Administration, through the Fine Arts Department, is seeking Board approval to increase existing contracts awarded under 18-058MH Trucking Services and Trailer Rentals by \$300,000 in order to continue purchasing rental services for box trucks and semi tractors for the duration of the contract period, which ends July 23, 2023.</p> <p><u>Summary</u></p> <p>The Fine Arts Department is requesting an increase for the additional costs that include renting additional tractors for high school band programs who have acquired semi-trailers since the original bid was approved. The additional expenditure incurred over the original awarded amount is due to adding an additional campus since the original bid was approved (Ronald Thornton Middle School), and greater participation in both middle school and high school for One-Act Play competitions. Additionally, due to the increase in fuel cost, vendors have increased rental prices from those originally quoted in 2018.</p> <p>On September 20, 2021, the Board approved to increase the original budget of \$800,000 by \$250,000 for a total amount not to exceed \$1,050,000 over the total five-year period. The Fine Arts Department is requesting an additional contract increase in the amount of \$300,000 to support the needs of these student activities through July 23, 2023.</p> <p><u>Background</u></p> <p>Expenditures in 2021-22 were \$381,903 for these services. The contract balance remaining under the current Board authorization is \$19,759. The expenditures will not exceed \$1,350,000, which includes the original authorization of \$800,000 and \$250,000 increase from 2021, through July 23, 2023. Funding is included in the budget.</p> |
| Requested By: | Dr. Kwabena Mensah, Chief of Schools James Drew, Director of Fine Arts Bryan Guinn, Chief Financial Officer |
| Vendor(s): | Clark Freight Lines, Inc. PV Rentals Roadrunner Moving and Storage Swift International Service Group, LLC. |
| Budget Sources: | General Fund 102 |
| Amount: | Increase of \$300,000; Not to exceed \$1,350,000 through July 23, 2023 |

| Other Supporting Information | |
|---|-------------------|
| Number of vendors contacted by Purchasing: | N/A |
| Number of vendors contacted by FBISD Notification System: | N/A |
| Number of vendors downloaded the solicitation: | N/A |
| Number of responses received: | N/A |
| Number of "no bid" responses received: | N/A |
| Length of commitment: | Through July 2023 |
| Last solicitation date: | April 11, 2018 |
| Supporting documents: | N/A |
| Disclosure under Board Policy CH, CV, or DBD (Local): | N/A |

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|--------------------------|--|
| BOT Meeting: | September 12, 2022 |
| Solicitation No.: | 22-047AR The Interlocal Purchasing System (TIPS), BuyBoard Purchasing, Houston Galveston Area Council, and Choice Partners Cooperative |
| References: | District Goal 5 |
| Description: | <p>Operation Ground Service, Equipment, Maintenance and Related Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the continued purchase of Operation Ground Service, Equipment, Maintenance and Related Services through various cooperatives from multiple vendors in an amount not to exceed \$3,850,000, and authorization for the Superintendent to negotiate and execute the agreements through October 2027.</p> <p><u>Summary</u></p> <p>In February 2020, the Board approved the purchase of Operation Ground Service Equipment and Maintenance, and the current agreements expire in November 2022.</p> <p>The Fort Bend ISD Facilities Department is responsible for the daily maintenance of campus and athletic grounds. The department responsibilities include minor repairs, upgrades, and replacement of aged equipment. The constant change in weather and climate has resulted in more applications of chemicals, top dressing, soils, and clays for the athletic fields.</p> <p>For natural grass athletic fields, a maintenance plan based on known best practices and the latest turf science that includes mowing, fertilization, irrigation, aeration, and over seeding will keep the grass healthy year-round and provide a safe playing surface throughout the season. As the age increases on the grounds equipment, services are required more frequently and often the equipment must be replaced.</p> <p>The various cooperative purchasing contracts will allow the District to fulfill the ground maintenance needs efficiently and effectively and comply with school district bidding requirements.</p> <p>Renewal options are available through October 2027. Should the contracts not renew for the full term, staff will return to the Board to request authorization to utilize an alternate cooperative contract, or an alternate procurement method at that time.</p> |

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| | <p><u>Background</u></p> <p>Expenditures in 2020-21 were \$460,991; expenditures for 2021-22 were \$694,053. Expenditures will not exceed \$3,850,000 through October 2027, and funding is included in the budget.</p> |
| Requested By: | Oscar Perez, Chief Operation Officer Bryan Guinn, Chief Financial Officer |

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| Vendor: | Associated Supply Company, Inc. dba ASCO AGCO Corporation Alamo Group (TX) Inc. Alvin Equipment Co. Ariens Company Associated Supply Co. Inc. Blades Group, LLC. Bobcat Company Brabandt Equipment, LLC Briggs & Stratton Corporation BWI Companies, Inc.*** Cypress Lawn & Turf Company Deere & Company*** Diamond Mowers, LLC. Ewing Irrigation Supply*** Four Brothers Herc Rentals Hill County Outdoor Power Hotsy Carlon Equipment Irrigation Supply Inc John Deere Pioneer Manufacturing, Co.*** Justin Seed Co. KBW Supply, Inc. Kubota Tractor Company Landsdowne Moody*** Longhorn, Inc. LSM Outdoor MAE Power Equipment Moridge Manufacturing Company MTD Company Products Pioneer Manufacturing Company*** Rosenberg Tractor Sageline, Inc. SiteOne Landscape*** SMG Equipment, LLC Southern Tire Mart Texas Outdoor Power Equipment Texas Pure Products The Hlavinka Equipment Company Triple Blade & Steel, Inc. United Rentals*** Winfield Solutions*** Waukesha-Pearce Industries, LLC*** W-W Manufacturing |
| Budget Sources: | General Fund |
| Amount: | Not to Exceed \$7,000,000 through October 2027 |
| Other Supporting Information | |
| Sole Source: | No |
| Number of vendors contacted by Purchasing: | N/A |

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|---|--------------|
| Number of vendors contacted by FBISD Notification System: | N/A |
| Number of vendors downloaded the solicitation: | N/A |
| Number of responses received: | N/A |
| Number of "no bid" responses received: | N/A |
| Length of commitment: | October 2027 |
| Last solicitation date: | N/A |
| Supporting documents: | N/A |
| Disclosure under Board Policy CH, CV, or DBD (Local): | None |

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