

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

Monday, June 9, 2025

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This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, June 9, 2025, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. The agenda packet for the meeting is available at <https://meetings.boardbook.org/Public/Organization/649>.

Members of the public may view the live stream of the meeting at the following address: <https://www.fortbendisd.com/BoardMeetingLivestream>. Members of the public may also address the Board during public comment.

1. Call to order
2. Pledge of Allegiance
3. Information
  - A. Bond 2023 Overview 6
  - B. Legislative and Budgetary Update 25
4. Public Comment
5. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student
  - A. Deliberate resignation of Trustee Sonya Jones
6. Reconvene in Open Session
7. Consider Action on Closed Session Items
8. Review

<b>A. Board of Trustees Meeting Minutes:</b> Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:	<b>60</b>
<ul style="list-style-type: none"> <li>• April 7, 2025 Special Called Meeting – Listening Tour</li> <li>• April 7, 2025 Called Meeting and Agenda Review</li> <li>• April 14, 2025 Regular Business Meeting</li> </ul>	
<b>B. 3rd Quarter 2024-25 Financials:</b> Consideration and approval of the third quarter 2024-2025 Financial Report.	<b>76</b>
<b>C. 2025-26 Budget Adoption:</b> Consideration and approval of the 2025-26 General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599) budgets as presented in the Fiscal Year 2025-26 budget document.	<b>118</b>
<b>D. 2024-25 Budget Amendment:</b> Consideration and approval of General Fund, Debt Service Fund and National School Breakfast and Lunch Fund budget amendments for 2024-2025.	<b>120</b>
<b>E. Fund Balance Resolution:</b> Consideration and approval of the committed fund balance resolution.	<b>124</b>
<b>F. Cellular Tower Lease Agreement Baines Middle School:</b> Consideration and approval for an amendment to easement and assignment agreement with PTI US Towers II, LLC for the purpose of expanding the existing cell tower at Baines Middle School.	<b>127</b>
<b>G. Cellular Tower Lease Agreement Crockett Middle School:</b> Consideration and approval of an easement and assignment agreement with Diamond Towers V LLC for the purposes of a cell tower at Crockett Middle School.	<b>141</b>
<b>H. 2024-2025 Low Attendance Waiver:</b> Consideration and approval of low attendance waiver and granting the superintendent authority to approve and submit all necessary waiver requests for the 2024-2025 school year.	<b>171</b>
<b>I. 2025-2026 Student Code of Conduct:</b> Consideration and approval of the Student Code of Conduct for the 2025-2026 school year.	<b>174</b>
<b>J. Review of proposed expenses that exceed \$50,000: Specifically for:</b>	
<ul style="list-style-type: none"> <li>1. <b>Paper, Printing, Supplies and Related Items:</b> Consideration and approval for the purchase of paper, printing supplies, and related items from multiple vendors in an amount not to exceed \$1,500,000 and authorization for the Superintendent to negotiate and execute the agreements through July 2030.</li> </ul>	<b>267</b>

<p><b>2. School Liability, Privacy &amp; Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation (COOP):</b> Consideration and approval for the purchase of School Liability, Privacy &amp; Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation coverages under the Interlocal Participation Agreement with Texas Association of School Boards (TASB) Risk Management Fund in an amount not to exceed \$6,700,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.</p>	<p><b>273</b></p>
<p><b>3. Employee Voluntary Benefits (Dental, Vision, Short-Term Disability, Long-Term Disability, Basic Life/AD&amp;D, and Voluntary Life/AD&amp;D):</b> Consideration and approval for the continued offering of employee voluntary benefits from multiple vendors in an amount not to exceed \$52,278,015 and authorization for the Superintendent to negotiate and execute the agreements through December 2030.</p>	<p><b>276</b></p>
<p><b>4. Construction Services for Bush High School Renovations (BP031):</b> Consideration and approval of a Construction Services Agreement with Bass Construction for Bush High School Renovations Project (BP031) for a not-to-exceed amount of \$14,651,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.</p>	<p><b>283</b></p>
<p><b>5. BP032 Hightower HS Renovations:</b> Consideration and approval of an increase to the construction services agreement with Job Order Contractor (JOC) E Contractors USA, LLC for replacement of a chiller at Hightower High School (HHS) Central Plant (BP032) for additional funds in the amount of \$225,000 for a revised not-to-exceed construction contract amount of \$875,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.</p>	<p><b>288</b></p>
<p><b>6. Instructional Resources (Supplemental):</b> Consideration and approval for the purchase of Instructional Resources, to add multiple vendors, and to increase the existing contract by \$15,000,000 for a total not to exceed amount of \$30,000,000, and authorization for the Superintendent to negotiate and execute the agreements through June 2027.</p>	<p><b>291</b></p>
<p><b>7. 25-037LB Library Books, eBooks, Audio Visual Media, and Related Items:</b> Consideration and approval for the purchase of library books, eBooks, audio visual media, and related Items from multiple vendors through various cooperative contracts in an amount not to exceed \$12,500,000 and authorization for the Superintendent to</p>	<p><b>320</b></p>

negotiate and execute the agreements through September 2030.

**8. 25-036CT Library Media Resource Services 323**

**(RFP):** Consideration and approval for the purchase of Library Media Resource Services from The Library Corporation (TLC) in an amount not to exceed \$430,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.

**9. UT OnRamps Program (COOP): 330**

Consideration and approval for purchase of the UT OnRamps program from the University of Texas at Austin in an amount not to exceed \$550,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2026.

**10. Fine Arts Consultants and Clinicians (Increase): 333**

Consideration and approval to increase the existing contract awarded under 23-004KB Fine Arts Consultants and Clinicians by \$1,000,000 for a total not to exceed amount of \$3,500,000, to continue purchasing Fine Arts Consultant and Clinician services through January 2028.

**11. Physical Education (PE) and Athletic Supplies, Equipment, and Related Items (Increase): 335**

Consideration and approval to increase the existing contract awarded under 23- 061AL Physical Education (PE) and Athletic Supplies, Equipment, and Related Items by \$2,585,499 for a total not to exceed amount of \$4,320,899 to continue purchasing Physical Education (PE) and Athletic Supplies, Equipment, and related items through October 2028.

**12. 25-055KB Athletic Training, Medical Support, and Related Services (RFQ): 338**

Consideration and approval to partner with Houston Methodist Hospital for Athletic Training, Medical Support, and Related Services in an amount not to exceed \$2,890,000 and authorization for the Superintendent to negotiate and execute the agreement through June 2030.

9. Action

**A. Amendment Regarding Use of 2014 Bond Program Contingency Funds: 343**

Consideration and approval to amend the 2014 Bond Program Contingency Funds as proposed.

**B. Use of 2014 Bond Program Contingency Funds – Facility Condition Index Audit: 345**

Consideration and approval for the use of 2014 Bond Program Contingency Funds for the Facility Condition Index Audit (FCI).

**C. Use of 2014 Bond Program Contingency Funds – Major Maintenance:** Consideration and approval for the use of 2014 Bond Program Contingency Funds for Major Maintenance.

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10. Adjournment

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

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

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

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Information: Bond 2023 Overview</b>		
<b>Board Policy: Board Policy CT (Local) Board Policy FC (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? Choose Item		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>

<b>Summary/Background</b>
Staff will provide an update on planning for Bond 2023 as well as provide information on proposed school rebuilds and construction costs.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent Operations

Bryan Guinn  
Chief Financial Officer

FBISD

**2023 Bond  
Update**  
June 9, 2025



**Lead**  
**THE PAC**

# 2023 Bond Expenditures to Date

Major Object	Budget	Encumbered <sup>1</sup>	Expenses <sup>2</sup>	Remaining Budget
Contracted Services	\$ 23,915,199	\$ 10,866,588	\$ 4,094,190	\$ 8,954,421
Supplies and Materials	97,710,530	7,422,109	21,364,374	68,924,047
Capital Outlay	1,137,792,582	452,513,871	248,850,380	436,428,331
<b>Total</b>	<b>\$ 1,259,418,311</b>	<b>\$ 470,802,568</b>	<b>\$ 274,308,944</b>	<b>\$ 514,306,799</b>

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**Note:** financial data as of 05/31/2025

<sup>1</sup> Encumbered amount includes requisitions and purchase orders

<sup>2</sup> Amounts will change as the month is closed

# Available Bond Contingency

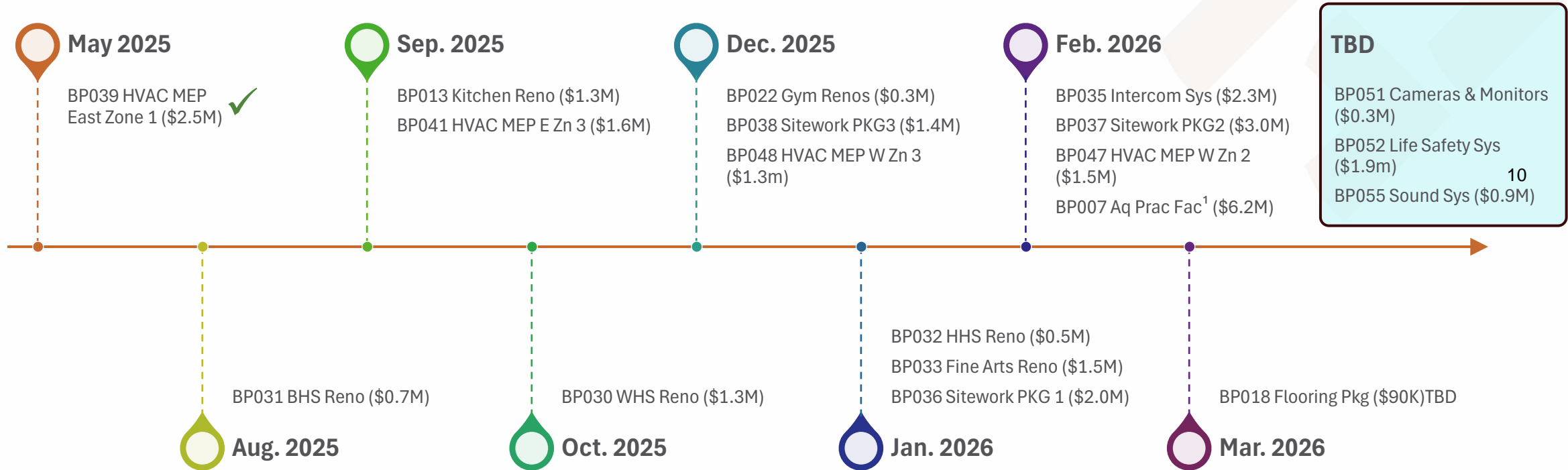
Description	Contingency Amount <sup>1</sup>	Proposed Addition <sup>2</sup>	Proposed Use <sup>3</sup>	Contingency Remaining
Bond 2014	\$ 10,643,431	\$ -	\$ 1,940,305	\$ 8,703,126
Bond 2018	7,609,801	113,899	-	7,723,700
Bond 2023 Prop A	46,640,445	-	-	46,640,445
Bond 2023 Prop B	554,830	-	-	554,830
<b>Total</b>	<b>\$ 65,448,507</b>	<b>\$ 113,899</b>	<b>\$ 1,940,305</b>	<b>\$ 63,622,101</b>

<sup>1</sup> Amount as of 05/31/2025

<sup>2</sup> Additions: No proposed additions

<sup>3</sup> Uses: Major maintenance (chiller and boiler replacements); facility condition index audit.

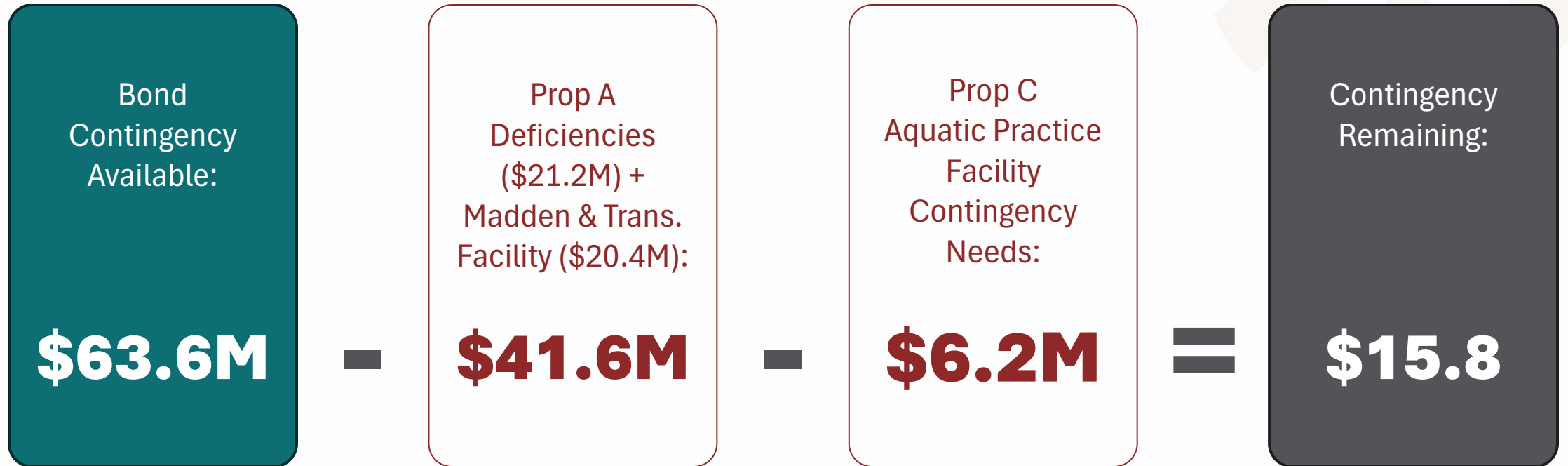
# Timeline of Anticipated Contingency Requests



<sup>1</sup>BP007 Aquatic Practice Facility will require use of contingency from 2014 or 2018 Bond contingency.

# Impact to Contingency

## Prop A and Prop C



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# Anticipated Use of Contingency

Description	Contingency Available	Prop A	Prop C	Contingency Remaining
Bond 2014	\$ 8,703,126	\$ -	\$ (6,200,000)	\$ 2,503,126
Bond 2018	7,723,700		-	7,723,700
Bond 2023 Prop A	46,640,445	(41,601,538)		5,038,907
Bond 2023 Prop B	554,830	-	-	554,830
<b>Total</b>	<b>\$ 63,622,101</b>	<b>\$ (41,601,538)</b>	<b>\$ (6,200,000)</b>	<b>\$ 15,820,563</b>

# Other Identified Projects

	Project Description	Projected Need
PROP A	Athletics: Field House/Athletics Renovations (5 Campuses)	\$7,395,636
PROP A	Athletics: Turf Replacements (5 Campuses)	\$20,004,302
PROP A	Elementary School No. 55	\$62,133,677
PROP A	Fine Arts Additions/Renovations (2 Campuses)	\$6,000,000
PROP A	Transportation Facility	\$47,571,737
PROP A	Madden ES Foundation Repairs <sup>1</sup>	\$12,148,094
N/A	SPED Transportation Center for Excellence	\$8,238,324
N/A	Facility Condition Index Audit	\$400,000
N/A	Major Maintenance: Brazos Bend Chiller Replacement	\$206,771
N/A	Major Maintenance: Dulles HS Boiler Replacement	\$98,500
N/A	Major Maintenance: Goodman ES Repairs	\$993,534
N/A	Major Maintenance: Heritage Rose ES Chiller Replacement	\$241,500
<b>Total Other Identified Projects</b>		<b>\$165,504,291</b>

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# Recommendations:

## Other Identified Projects

	Project Description	Projected Need
PROP A	Athletics: Field House/Athletics Renovations (5 Campuses)	\$7,395,636
PROP A	Athletics: Turf Replacements (5 Campuses)	\$20,004,302
PROP A	Elementary School No. 55	\$62,133,677
PROP A	Fine Arts Additions/Renovations (2 Campuses)	\$6,000,000
PROP A	Transportation Facility	\$47,571,737
PROP A	Madden ES Foundation Repairs <sup>1</sup>	\$12,148,094
PROP A	SPED Transportation Center for Excellence	\$8,238,324
✓ (6/23) – 2014	Facility Condition Index Audit	\$400,000
✓ (6/23) – 2014	Major Maintenance: Brazos Bend Chiller Replacement	\$206,771
✓ (6/23) – 2014	Major Maintenance: Dulles HS Boiler Replacement	\$98,500
✓ (6/23) – 2014	Major Maintenance: Goodman ES Repairs	\$993,534
✓ (6/23) – 2014	Major Maintenance: Heritage Rose ES Chiller Replacement	\$241,500
<b>Total Recommended Other Identified Projects</b>		<b>\$22,326,723</b>

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- **State-of-the-art Water**
- **Picnic and Overflow Space**
- **All Weather Facility**
- **Naturally Ventilated**
- **Radiant Flooring**

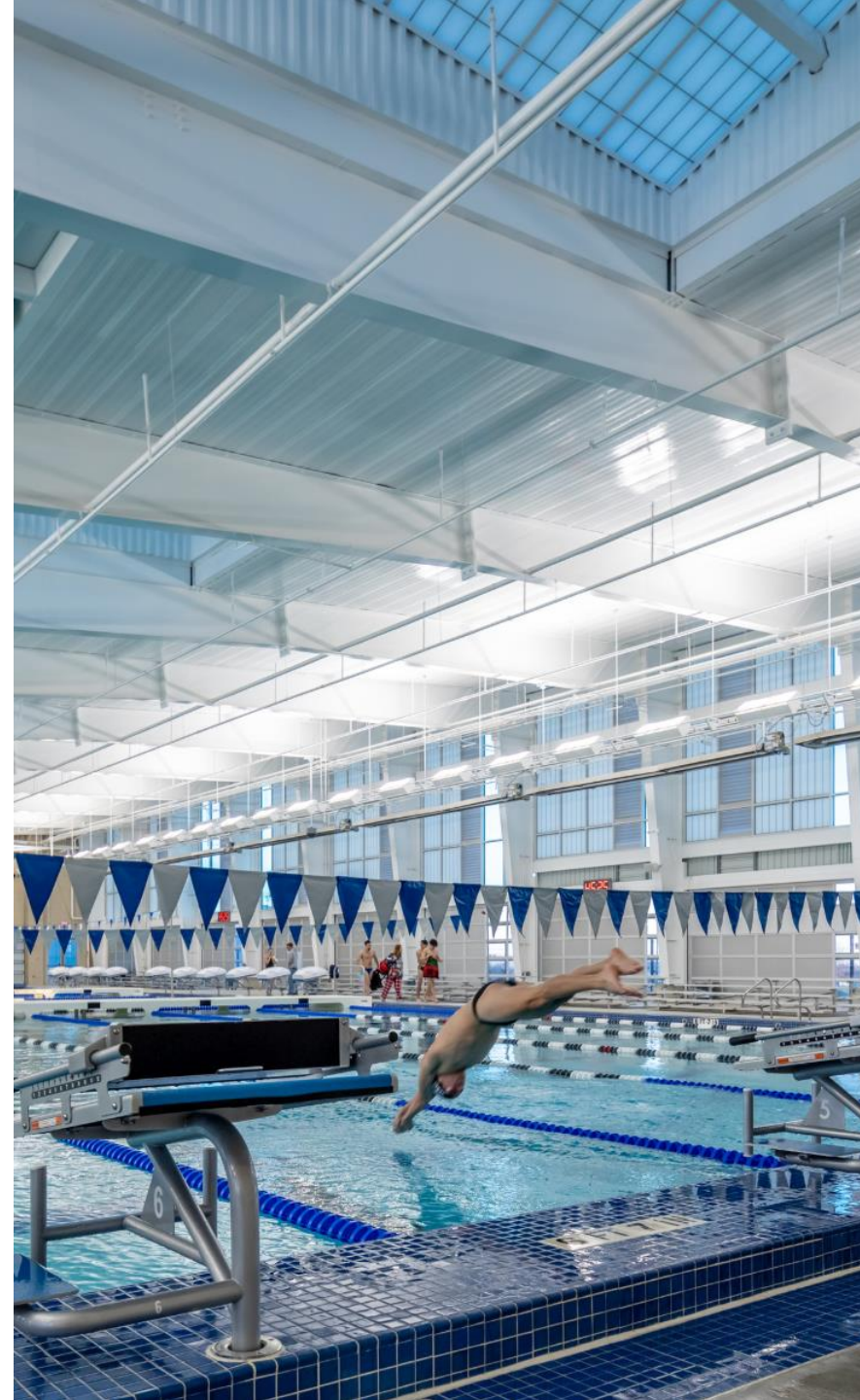
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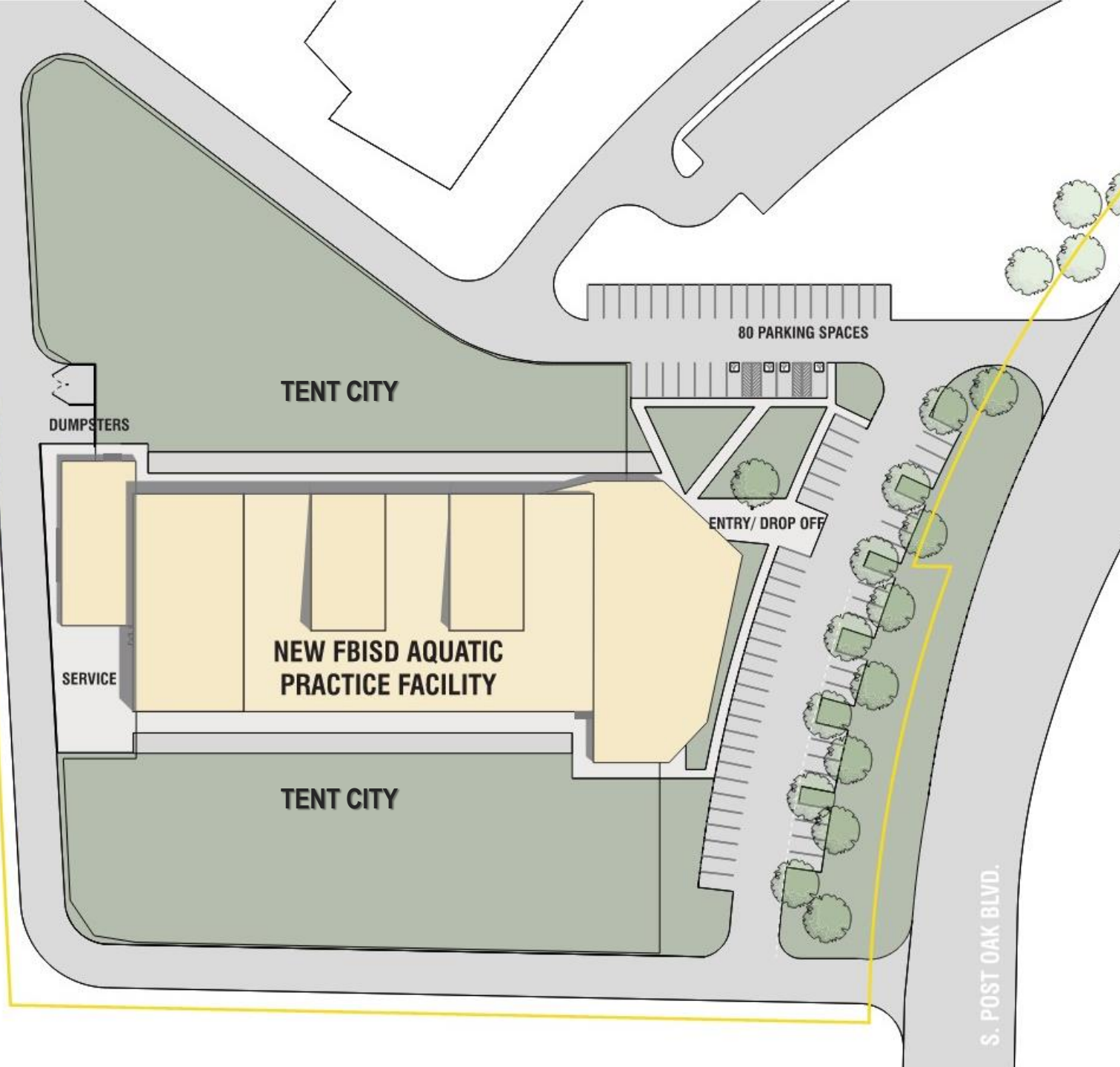
## ADVANCEMENTS

## Pool will support:

- USA Club Swimming
- USA Club Water Polo
- USA Club Dive
- Synchronized Swimming
- Learn to Swim
- Employee Fitness Program
- Community Use

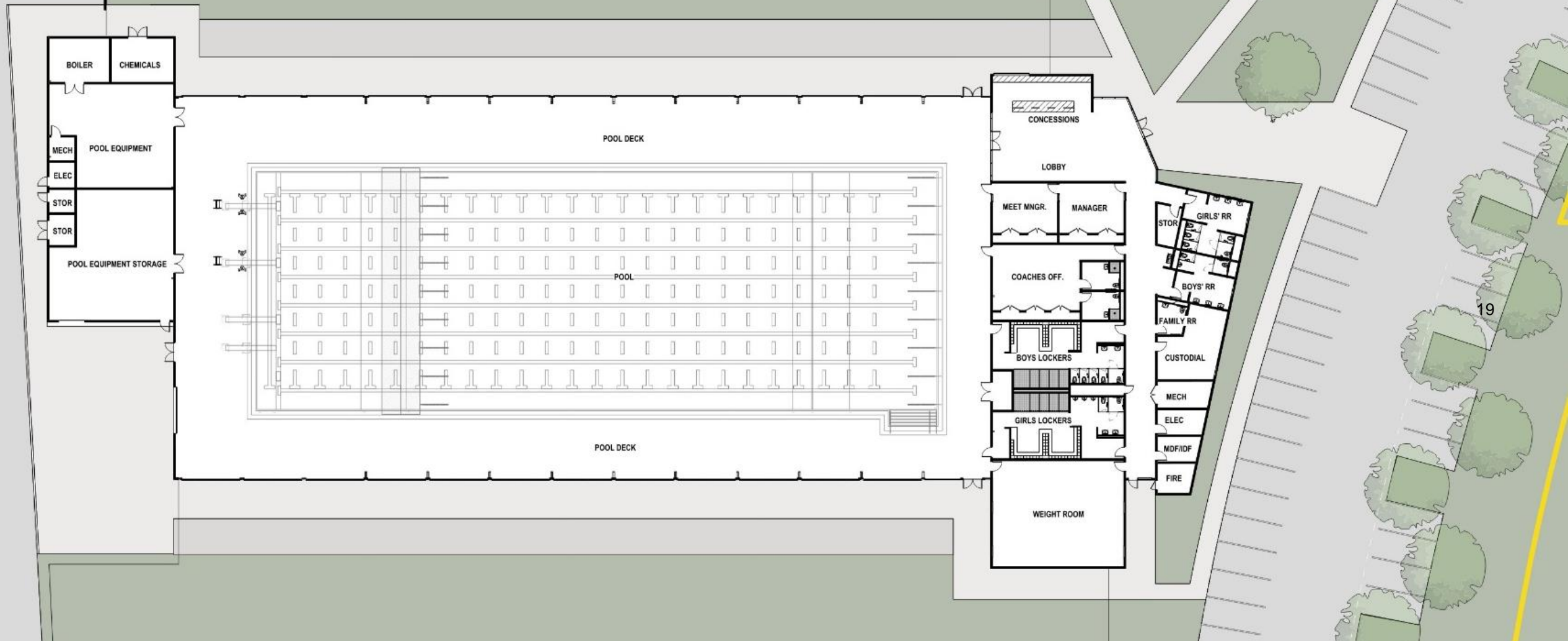
# PROGRAMS





- **Entry from S. Post Oak Blvd.**
- **Orientation for best ventilation performance.**
- **Maintain existing trees.**<sup>18</sup>
- **Tent City on both sides of pool deck.**
- **80 total parking spaces.**

## **SITE PLAN**







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# Questions?

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Information: Legislative and Budgetary Update</b>		
<b>Board Policy: CE (Legal), CFA</b>		<b>District Priority: Priority 3</b>
<b>Department: Chief Financial Officer</b>		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>

<b>Summary/Background</b>
Staff will provide a legislative and budgetary update on the General Fund, the Debt Service Fund, and the Child Nutrition Fund along with information about the District's compensation plan.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent Operations

Bryan Guinn  
Chief Financial Officer



FBI<sup>★</sup>SD

# Budget and Legislative Update



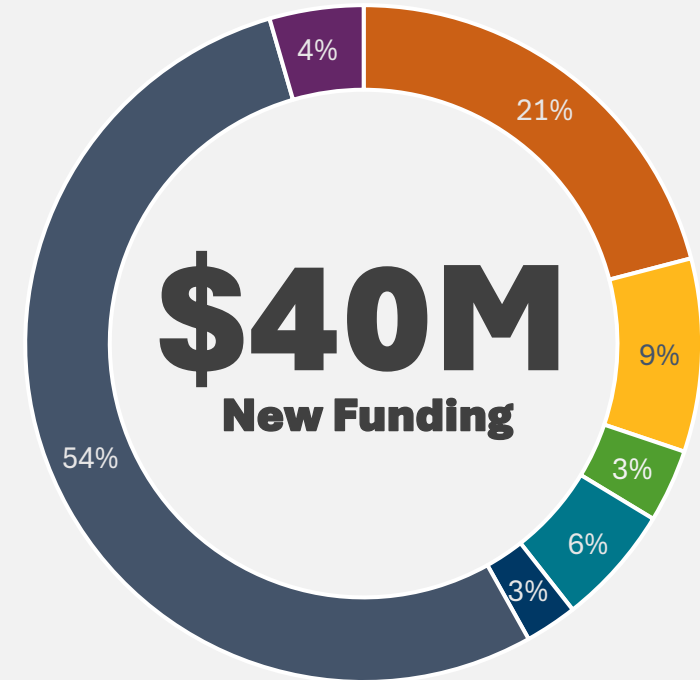
**Lead**  
**THE PAC**



# Legislative Update

# CSHB2 Final Outcome

CSHB2 Funding	Total
Allotment for Basic Costs (ABC)	\$8.4M
Basic allotment (\$55 increase)	\$3.7M
SPED initial evaluations	\$1.4M
School safety allotment	\$2.3M
Early education (PK) allotment	\$1.0M
Other allotment adjustments	\$1.8M
Raises for specified staff	\$21.5M
<b>New Funding from CSHB2</b>	<b>\$40.0M</b>



- ABC funding    ■ Basic allotment    ■ SPED evals
- School safety    ■ Early education    ■ Raises
- Other

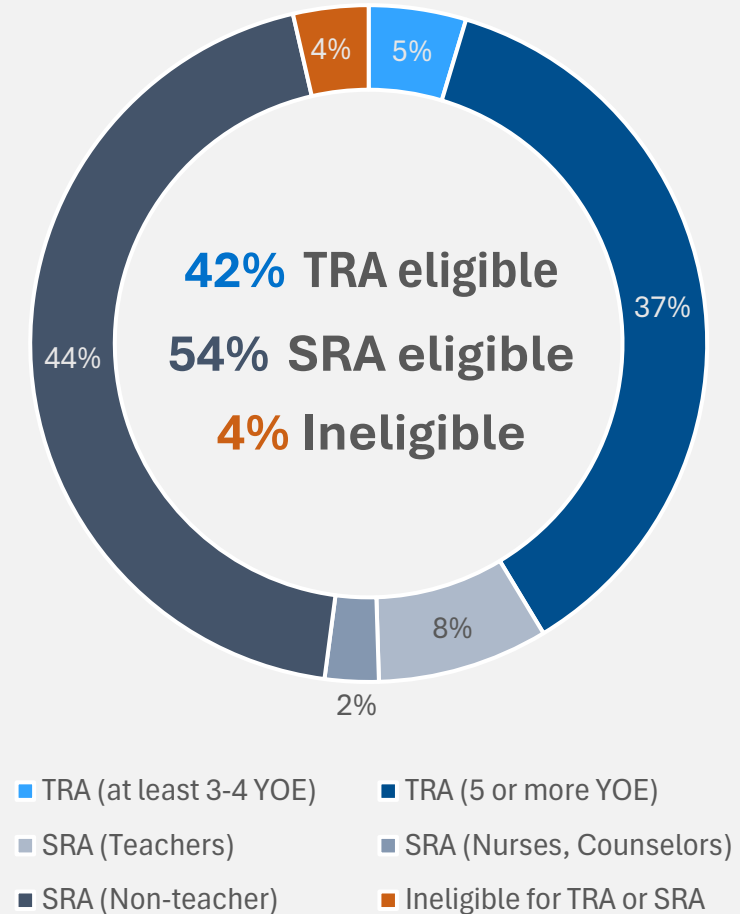
# CSHB2 Staff Retention Allotments

## Teacher Retention Allotment (TRA)

- \$18.5M in funding
- Applies to certified classroom teachers: TEC §5.001(2)
- **\$2,500** for classroom teachers with at least 3, but less than 5 years of teaching experience
- **\$5,000** for classroom teachers with 5 or more years of teaching experience

## Staff Retention Allotment (SRA)

- \$2.99M in funding
- Applies to non-administrative employees not eligible for Teacher Retention Allotment
- **~\$515** per eligible employee

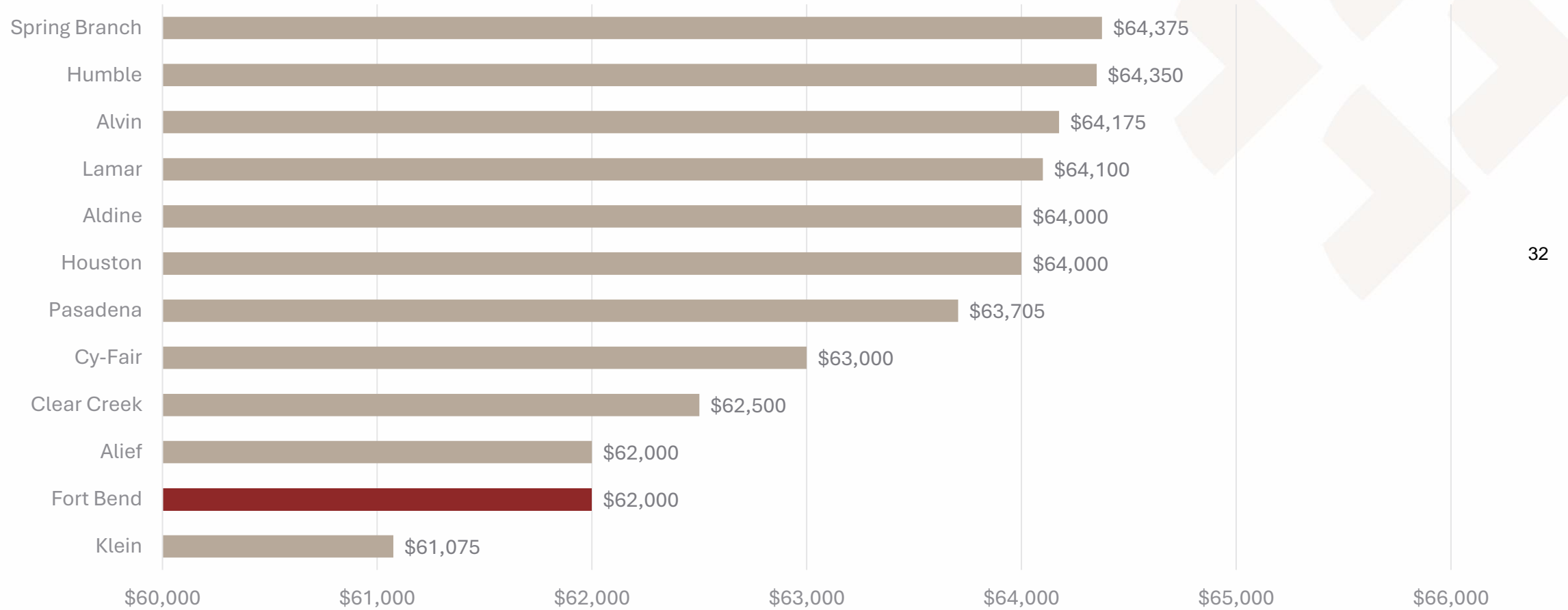




IT'S A  
**WIN**  
TO WORK IN  
FBI*SD*



# 2024-25 Region 4 Starting Teacher Salary Comparison



# Compensation and Retention Highlights



## ONE-TIME “THANK YOU” SUPPLEMENT

All full-time employees employed as of October 1, 2025, will receive a one-time payment of \$1,200. Part-time employees will receive \$600.



**\$1,200** for  
full-time staff  
(as of October 1)



## STARTING TEACHER SALARY

FBISD is raising starting teacher salary to \$63,000 and adjusting the salary for years 0-3 to strengthen our recruitment efforts and stay competitive.



Increased base pay  
for teachers years 0-3  
33



## EMPLOYEE WELLNESS DAYS

All full-time employees will receive two Wellness Days during the 2025-26 school year.



## SIGNING BONUSES

Eligible employees may receive a signing bonus of up to \$5,000 for positions in hard-to-fill areas if hired by December 19, 2025.



Up to **\$5,000**  
for eligible hires

# Compensation and Retention Highlights

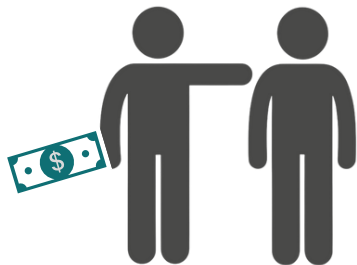
## ★ HEALTH INSURANCE

For the 2025-26 school year, employees will see no increase in health insurance premiums. Plus, FBISD will continue contributing \$570 per month towards your health coverage. That's a total of \$6,840 per year!



## ★ BRING-A-FRIEND TO THE BEND

Refer a certified teacher or bus driver and earn \$150 after they complete 90 days of employment.



**\$150** for referring a certified teacher or bus driver

## ★ SUPPLEMENTAL INSURANCE

The district will continue to offer LANTERN (formerly known as the SurgeryPlus) for the 2025-26 school year, allowing employees in an eligible medical plan to have certain procedures at \$0 cost.\*



\*HSA employees must meet their plan deductible before procedures are at \$0 cost.

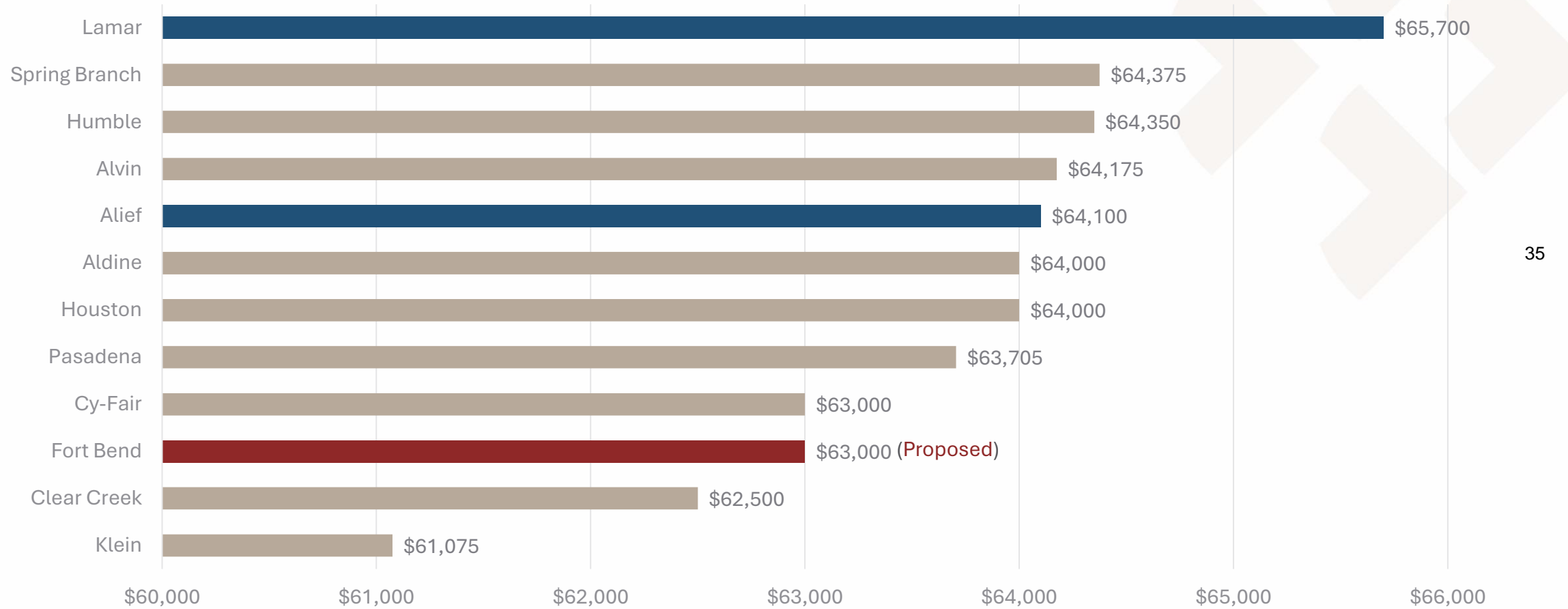
## ★ BUS DRIVER PERFECT ATTENDANCE

Bus drivers with perfect attendance will receive \$250 each semester and will be included in a drawing for an additional \$1,000.



**\$250** for bus drivers with perfect attendance

# 2025-26 Region 4 Starting Teacher Salary Comparison



# HOW DO THESE “WINS” IMPACT SALARY?

FBISD Secondary Math Teacher with 0 Years of Experience



2024-2025

Starting Salary =  
\$62,000



One-Time Signing Bonus =  
\$1,000



First Year Salary =  
**\$63,000**

FBISD Secondary Math Teacher with 0 Years of Experience



2025-2026

Starting Salary =  
\$63,000



One-Time Signing Bonus =  
\$1,000



One-Time “Thank You” Supplement =  
\$1,200



Support Staff Retention =  
\$515



First Year Salary =  
**\$65,715**

36

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# HOW DO THESE “WINS” IMPACT SALARY?

FBISD Elementary Teacher with 20 Years of Experience



2024-2025

Starting Salary =  
\$73,750

+

One-Time Signing Bonus =  
No Wins

=

First Year Salary =  
**\$73,750**

FBISD Elementary Teacher with 20 Years of Experience



2025-2026

Starting Salary =  
\$73,750

+

One-Time “Thank You”  
Supplement =  
\$1,200

+

Teacher Retention Allotment=  
\$5,000

=

First Year Salary =  
**\$79,950**

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# HOW DO THESE “WINS” IMPACT SALARY?

FBISD  
Paraprofessional  
SPED Aide (ABC)



2024-2025

Starting Salary =  
\$26,603



No “WINS”



First Year Salary =  
**\$26,603**

FBISD  
Paraprofessional  
SPED Aide (ABC)



2025-2026

Starting Salary =  
\$26,603



One-Time “Thank You”  
Supplement =  
\$1,200



Support Staff Retention =  
\$515



Two Bring a Friend Referrals =  
\$300



First Year Salary =  
**\$28,618**

38

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# HOW DO THESE “WINS” IMPACT SALARY?

FBISD  
Bus Driver



2024-25

Starting Salary =  
\$25,762

+

No “WINS”

=

First Year Salary =  
**\$25,762**

FBISD  
Bus Driver



2025-26

Starting Salary =  
\$25,762

+

One-Time “Thank You”  
Supplement =  
\$1,200

+

Support Staff Retention =  
\$515

+


Perfect Attendance =  
\$250

=

First Year Salary =  
**\$27,727**

39

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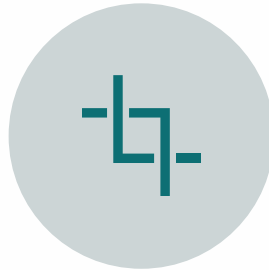


# **2025-26 Proposed Budget**

# Key Features of 2025-26 Proposed Budget



NO CHANGE IN STUDENT  
TO TEACHER RATIOS



\$8.9M IN REDUCTIONS  
(INCLUDES  
22 ADMIN FTES)



MAINTAINS  
TEACHER STEP



IT'S A WIN TO WORK IN  
FORT BEND

# Estimated Costs of “Win to Work in Fort Bend”



Thank you supplement:  
**\$13M**



Wellness days:  
**\$1.2M**



Signing bonuses:  
**\$0.8M**



Starting teacher salary:  
**\$0.56M**



Bring a friend to the bend:  
**\$0.05M**



Bus driver perfect attendance:  
**\$0.06M**



Health & Supplemental Insurance:  
**\$15M**

**Total Costs**

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**\$0.56M**  
Recurring

**\$15.11M**  
Non-recurring

**\$15M**  
Health insurance

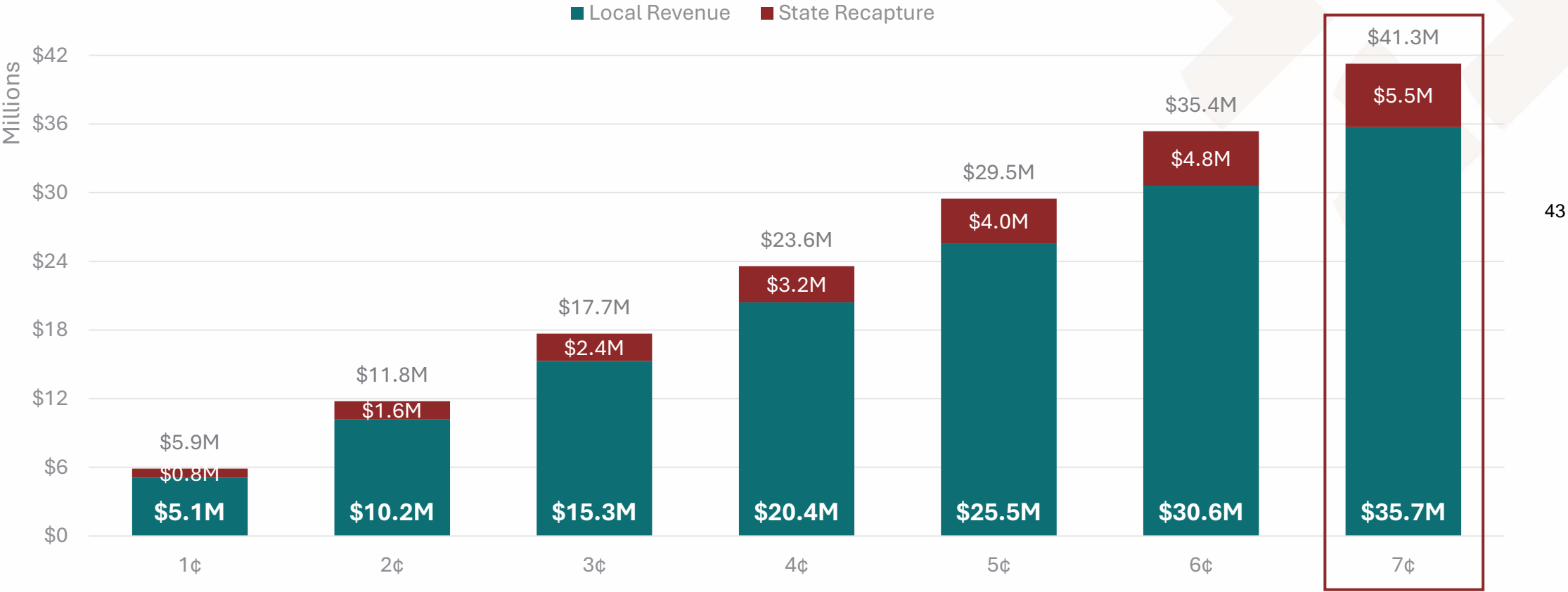
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**\$30.67M**

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# Value of Disaster Pennies

(with recapture)



# 2025-26 Budget Outlook and CSHB2

	2025-26 CSHB2 Only	2025-26 CSHB2 + 7¢
Disaster pennies used?	--	7¢ \$35.7M
Reductions implemented?	-\$8.9M	-\$8.9M
Raises included?	CSHB2 Raises + Step	CSHB2 Raises + Step + \$1,200 One-time Appreciation
Cost of raises?	\$26.5M	\$42.2M
Change in Fund Balance?	-\$13.0M	\$7.5M
90-day reserve met?	✗ 83 days	✓ 90 days

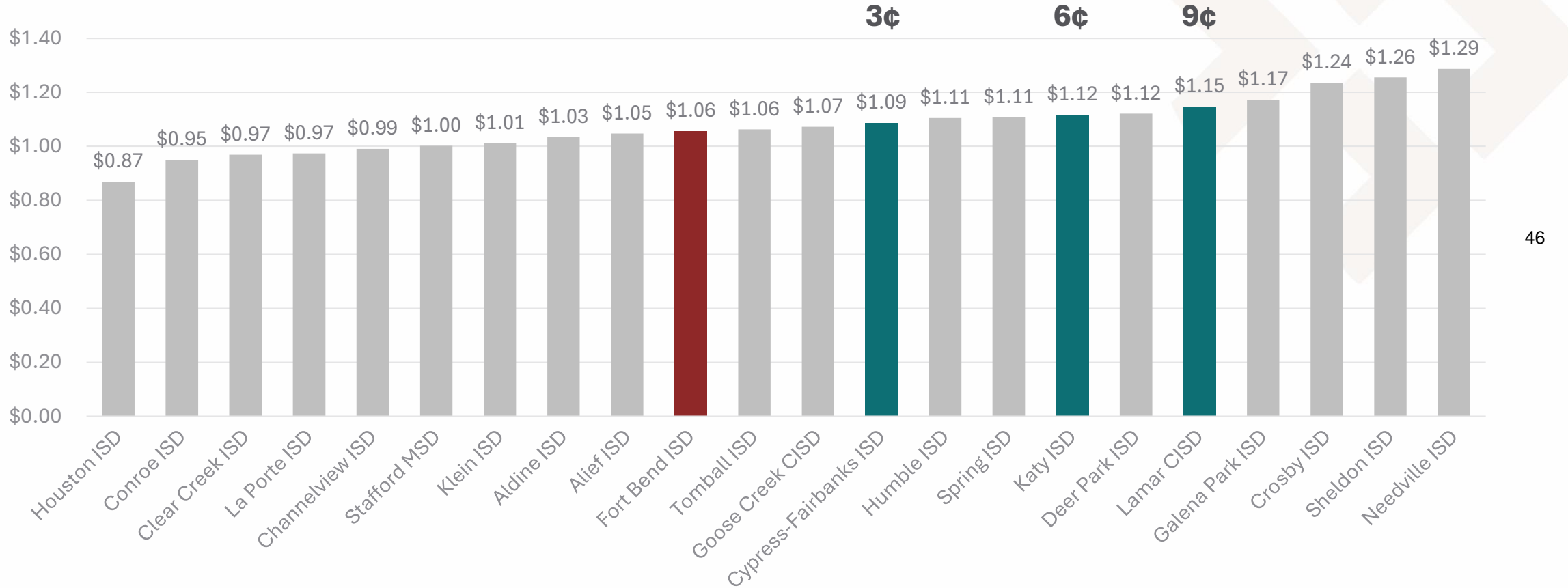
1 ✗  
 Tax Bill  
 Impact

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# Local Tax Rate Comparison (Tax Year 2024)



# Local Tax Rate Comparison (Tax Year 2025)



# Local Tax Rate Comparison (Tax Year 2026)



# Tax Bill Impact





# 2026-27 Outlook

# 2026-27 Forecast Assumptions

## CSHB2 (Final Version)

Starting Surplus: **\$7.5M**

Revenues	Change	Amount	Expenditures	Change	Amount
Interest Earnings	↓	\$1.7M	Middle School 16	↑	\$3.1M
Insurance Proceeds	↓	\$1.0M	Teacher Step	↑	\$3.9M
TRS on Behalf	↑	\$2.0M	M&O Inflation	↑	\$3.5M
Disaster Pennies	↓	\$35.7M	TRS on Behalf	↑	\$2.0M
Attendance	=	95%	SPED Growth	↑	TBD
Enrollment	=	-12	Benefits Cost	=	\$15.0M
<b>Revenue Changes</b>	<b>↓</b>	<b>\$36.4M</b>	Vacancy Factor	=	\$2.0M
			Retention Supp	↓	\$15.2M
			<b>Expenditure Changes</b>	<b>↓</b>	<b>\$2.7M</b>

Starting Surplus	Revenue Changes	Expenditure Changes	Estimated Deficit
<b>\$7.5M</b>	- <b>\$36.4M</b>	+ <b>\$2.7M</b>	= <b>-\$26.2M</b>

50

# Two Year Outlook

## CSHB2 (Final Version)

	2026-27 Adjustments
Revenue Changes	-\$36.4M
Expenditure Changes	-\$2.7M
Raises Included?	Step Only
Change in Fund Balance?	-\$26.2M
90-day reserve met?	<b>x</b> 78 days

(\$ millions)

	2025-26 Proposed	2026-27 Estimate
Total Revenue	\$ 906.6	\$ 870.2
Total Expenditures	901.6	898.9
Other Sources/(Uses)	2.5	2.5 <sup>1</sup>
Change in Fund Balance	7.5	(26.2)
Fund Balance - Beginning	199.0	206.5
Fund Balance - Ending	<u>\$ 206.5</u>	<u>\$ 180.3</u>
Fund Balance Reserve - %	25%	21%
Fund Balance Reserve - Days	90 Days	78 Days

# Two Year Outlook

(2% Enrollment Decline = **-\$11.1M**)

	2026-27 Adjustments
Revenue Changes	-\$47.5M
Expenditure Changes	-\$2.7M
Raises Included?	Step Only
Change in Fund Balance?	-\$37.3M
90-day reserve met?	<b>x</b> 73 days

(\$ millions)

Total Revenue	
Total Expenditures	
Other Sources/(Uses)	
Change in Fund Balance	
Fund Balance - Beginning	
Fund Balance - Ending	
Fund Balance Reserve - %	
Fund Balance Reserve - Days	

CSHB2 + 7¢ \$1,000 Retention	2026-27 Estimate
\$ 906.6	\$ 859.1
901.6	898.9
2.5	2.5 <sup>2</sup>
7.5	(37.3)
199.0	206.5
<u>\$ 206.5</u>	<u>\$ 169.2</u>
25%	20%
90 Days	73 Days



# **Debt Service & Child Nutrition Funds**

# 2025-26 Debt Service Fund

**2024-25**  
Successful  
transaction in May

**2025-26**  
No change to I&S  
tax rate (27¢)

\$868M in authorized  
debt remaining

New money and  
refundings planned  
for 2025-26

	2024-25 Adopted Budget	2025-26 Budget Amendment	2024-25 Amended Budget	2024-25 Projected	2025-26 Proposed Budget	
(\$ millions)						
Total Revenue	\$ 172.3	\$ 2.6	\$ 174.9	\$ 174.9	\$ 183.1	
Total Expenditures	164.6	(1.9)	162.7	170.0	185.8	54
Other Sources/(Uses)	-	(7.4)	(7.4)	0.0	-	
Change in Fund Balance	7.7	(6.7)	4.8	4.9	(2.7)	
Fund Balance - Beginning	160.2		160.2	160.2	165.1	
Fund Balance - Ending	<u>\$ 167.9</u>		<u>\$ 165.0</u>	<u>\$ 165.1</u>	<u>\$ 162.4</u>	
July/August Payments				(124.7)	(113.6)	
July/August Revenues				0.5	0.5	
Fund Balance - End of August				<u>\$ 40.9</u>	<u>\$ 49.3</u>	

# 2025-26 Child Nutrition Fund

## 2024-25

TDA Spend down  
plan in progress

## 2025-26

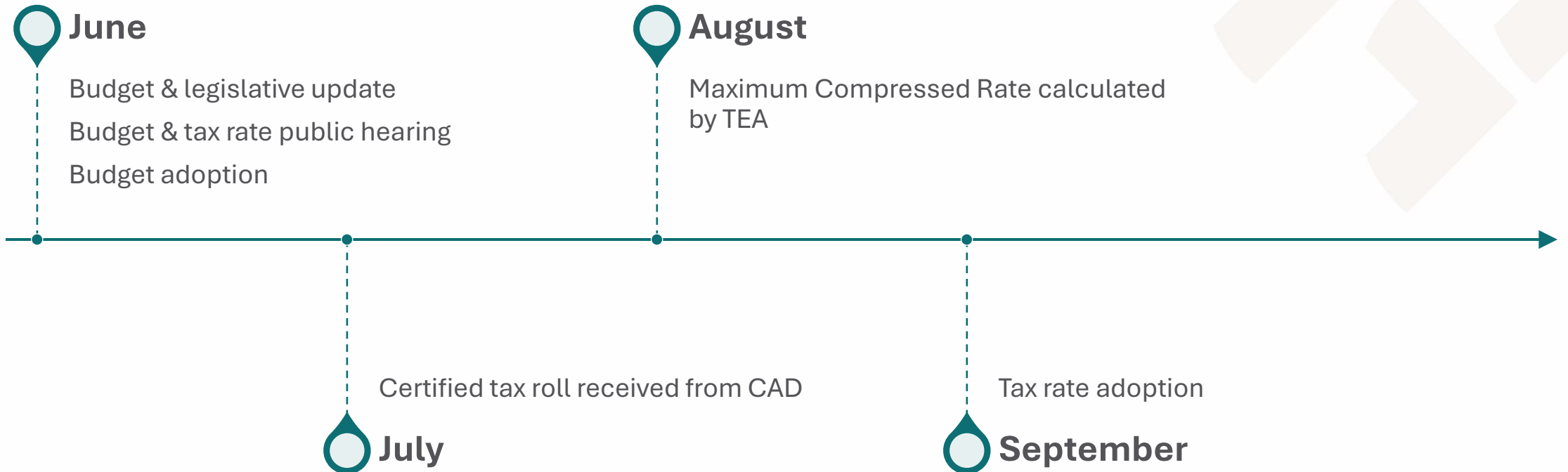
No meal price  
increases

Full indirect cost  
allocated to General  
Fund

	2024-25 Adopted Budget	2025-26 Budget Amendment	2024-25 Amended Budget	2024-25 Projected	2025-26 Proposed Budget
<u>(\$ millions)</u>					
Total Revenue	\$ 44.4	\$ (0.5)	\$ 43.9	\$ 43.9	\$ 45.1
Total Expenditures	58.0	(0.5)	57.5	53.8	49.9
Other Sources/(Uses)	-	-	-	0.0	-
Change in Fund Balance	(13.6)	-	(13.6)	(9.9)	(4.8)
Fund Balance - Beginning	28.2		28.2	28.2	18.3
Fund Balance - Ending	<u>\$ 14.6</u>		<u>\$ 14.6</u>	<u>\$ 18.3</u>	<u>\$ 13.5</u>
Fund Balance Reserve - %	25%		25%	34%	27%
Fund Balance Reserve - Days	76 Days		77 Days	103 Days	82 Days

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# Budget Timeline






H-E-B EXCELLENCE  
IN EDUCATION  
STATE AWARD WINNER



19TH  
CONSECUTIVE YEAR  
MUSIC EDUCATION AWARD

34  
NATIONAL MERIT  
FINALIST SCHOLARS



HOUSTON CHRONICLE  
TOP 10 SCHOOL NURSE



OUTSTANDING  
SUPERINTENDENT TX EXPO



IT'S A  
**WIN**  
TO WORK IN  
FBISD



25 STATE  
ATHLETIC QUALIFIERS

57



2  
STATE QUALIFYING BANDS

12  
TEXAS AP SCHOOL HONOR  
ROLL RECOGNITIONS



4,360 INDUSTRY  
CERTIFICATIONS EARNED

92.9%  
TEACHER RESIDENT  
RETENTION RATE

# Where Excellence is Expected...



Working in Fort Bend ISD is a **WIN!** Along with competitive salaries, annual stipends, and great opportunities for growth, our FBISD teachers and staff can also enjoy exclusive bonuses and perks that make Fort Bend the place to be.



**ONE TIME “THANK YOU” INCENTIVE**

All full-time FBISD employees employed as of October 1, 2025, will receive a one-time payment of \$1,200. Part-time employees will receive \$600. Payments will be issued November 2025.



**HEALTH INSURANCE**

For the 2025–2026 school year, employees will see no increase in health insurance premiums. Plus, FBISD will continue contributing \$570 per month toward your health coverage. That’s \$6,840 annually to support your well-being.



**EMPLOYEE WELLNESS DAYS**

All full-time employees will receive two Wellness Days during the 2025-2026 school year.



**BRING-A-FRIEND TO THE BEND**

Word of mouth is one of our best recruiting tools! Refer a fully certified teacher or bus driver and earn \$150 after they complete 90 days of employment.



**STARTING TEACHER SALARY INCREASE**

Fort Bend ISD is raising the starting teacher salary to \$63,000 to strengthen our recruitment efforts and stay competitive.



**SUPPLEMENTAL INSURANCE**

The district will continue to offer LANTERN (formerly known as the SurgeryPlus Plan) for the 2025-26 school year, allowing covered employees to have certain procedures at a low cost.



**SIGNING BONUS**

Eligible employees may receive a signing bonus of up to \$5,000 for positions in hard-to-fill areas if hired by December 19, 2025.



**PERFECT ATTENDANCE PAY**

Bus drivers with perfect attendance will receive \$250 each semester and have a chance to get an extra “WIN”, by being included in a drawing for an additional \$1,000.

**...& Excellence is Experienced**



**Questions?**

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: Board of Trustees Meeting Minutes</b>		
<b>Board Policy: BE (Local)</b>	<b>District Priority: Priority 2</b>	
<b>Department: Legal</b>		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates: <ul style="list-style-type: none"><li>• April 7, 2025 Special Called Meeting – Listening Tour</li><li>• April 7, 2025 Called Meeting and Agenda Review</li><li>• April 14, 2025 Regular Business Meeting</li></ul>

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Derrick Ward  
General Counsel

Minutes  
**Fort Bend ISD Board of Trustees**  
Special Called Meeting – Listening Tour  
April 7, 2025

A Board of Trustees Special Called Meeting was held on Monday, April 7, 2025 beginning at 5:00 p.m. in the Cafeteria of Stephen F. Austin High School, located at 3434 Pheasant Creek Drive, Sugar Land, Texas 77479. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/339371>

A quorum of the Board of Trustees attended in-person at this location. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=681647>

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

Board Members Present

Mr. Rick Garcia, Vice President  
Mr. David Hamilton, Secretary (arrived at 5:13pm)  
Mrs. Angie Hanan  
Dr. Shirley Rose-Gilliam

School Officials Present

Dr. Marc Smith, Superintendent of Schools  
Beth Martinez, Deputy Superintendent Chief of Staff  
Kathleen Brown, Deputy Superintendent of Operations  
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning  
Chassidy Olainu-Alade, Interim Chief Communications Officer  
Stephanie Williams, Chief of Organizational Development  
Bryan Guinn, Chief Financial Officer  
Dr. Adam Stephens, Chief Academic Officer  
Glenda Johnson, Chief Human Resources Officer  
Long Pham, Chief Information Officer  
Dr. Andria Schur, Chief of Schools  
Dr. Damian Viltz, Chief Operations Officer

Kim Schaub, Recording Secretary

Others Present

Chris Gilbert, Interim General Counsel  
FBISD Staff & Employees

1. Meeting Called to Order

President Tassin called the meeting to order at 5:02 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Pledge of Allegiance performed by Sartartia Middle School leaders.

3. Conduct Round Table Discussion and Accept Questions from Community Members and Stakeholders

4. Adjournment

Having no further business before the Board, **MOTION** was made by Rick Garcia to adjourn the meeting at 5:55 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gillam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Called Meeting and Agenda Review  
April 7, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, April 7, 2025 beginning at 6:03 p.m. in the Cafeteria of Stephen F Austin High School located at 3434 Pheasant Creek Dr, Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/339372>.

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=681657>.

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

Board Members Present

- Mr. Rick Garcia, Vice President
- Mr. David Hamilton, Secretary
- Mrs. Angie Hanan
- Mr. Adam Schoof – not present
- Dr. Shirley Rose-Gilliam
- Ms. Sonya Jones – Arrived at 6:14pm

School Officials Present

- Dr. Marc Smith, Superintendent of Schools
- Beth Martinez, Deputy Superintendent Chief of Staff
- Kathleen Brown, Deputy Superintendent of Operations
- Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
- Chassidy Olainu-Alade, Interim Chief Communications Officer
- Stephanie Williams, Chief of Organizational Development
- Bryan Guinn, Chief Financial Officer
- Dr. Adam Stephens, Chief Academic Officer
- Glenda Johnson, Chief Human Resources Officer
- Long Pham, Chief Information Officer
- Dr. Andria Schur, Chief of Schools
- Dr. Damian Viltz, Chief Operations Officer

Kim Schaub, Recording Secretary

Others Present

- Chris Gilbert, Interim General Counsel
- Jonathan Brush, Board Counsel
- FBISD Staff and Employees

1.-2. Meeting Called to Order, National Anthem

President Tassin called the meeting to order at 6:03 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law. President Tassin asked everyone to stand for the National Anthem, led by Austin High School Choir Ensemble, followed by a moment of silence.

### 3. Moment of Silence

### 4. Information

- A. Bond 2023 Overview
- B. Attendance Boundary Recommendation for Ferndell Henry Elementary School

### 5. Public Comment

- Angie Weirzbicki – expressing concern and opposition on Policy FA Local on parents' rights and responsibilities.
- Christina Saunders – expressing concern on Policy FA Local.

### 6. Closed Session

The Board convened in closed session at 8:03 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

### 7. Reconvene in Open Session

The Trustees reconvened in open session at 8:50 p.m.

### 8. Consider Action on Closed Session Items

There was no business to consider in closed session.

### 9. Review

- A. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
  - 1. February 3, 2025 - Special Called Meeting Annual Demographic Update Workshop
  - 2. February 10, 2025 - Called Meeting and Agenda Review
  - 3. February 18, 2025 - Special Called Meeting Boundary Planning

4. February 24, 2025 - Regular Business Meeting

- B. **Deletion, Adoption and Revision of Polices BJCD(Local), BQB(Local), CCA(Local), EHBE(Local), EIE(Local) and FA(Local):** Consideration and approval of proposed deletion, adoption, and revision of local policies: BJCD(Local), BQB(Local), CCA(Local), EHBE(Local), EIE(Local) and FA(Local).

Following Discussion, Policy CCA(Local), EHBE(Local) and EIE(Local) will go back to the policy committee and be represented at May meeting.

- C. **Budget Amendment:** Consideration and approval of a General Fund budget amendment for 2024-25.
- D. **2024-25 Region 7 Education Service Center Co-Op:** Consideration and approval of an Interlocal Agreement with Region 7 Education Service Center cooperative purchasing group, and authorization for the Superintendent to negotiate and execute the agreement.
- E. **2025-26 Designated Hazardous Traffic Conditions List:** Consideration and approval of the 2025-26 Fort Bend ISD Designated Hazardous Traffic Conditions List and approval to adopt the Designated Hazardous Traffic Conditions Resolution.
- F. Review of proposed expenses that exceed \$50,000: Specifically for:
1. **Forklifts, Maintenance, Repair Services, and Related Items:** Consideration and approval for the purchase of forklifts, maintenance, repair services, and related items from multiple vendors through multiple cooperative contracts in an amount not-to-exceed \$250,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2030.
  2. **College & Career Preparatory Resources:** Consideration and approval for the purchase of college & career preparatory resources through the Central Texas Purchasing Alliance (CTPA) from Texas College Bridge in an amount not to exceed \$120,000 and authorization for the Superintendent to negotiate and execute the agreement through July 2026.
  3. **Theater Equipment, Supplies, Services, and Related Items:** Consideration and approval for the purchase of theatre equipment, supplies, services and related items from multiple vendors in an amount not to exceed \$1,500,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2030.

10. Action

- A. **Attendance Boundary for Ferndell Henry Elementary School:** Consideration and approval of the Ferndell Henry Elementary School boundary.

**MOTION** by Mr. Garcia and **SECONDED** by Mrs. Hanan that the Board approve the boundary for Ferndell Henry Elementary School as presented.

**MOTION CARRIES, 6-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Gilliam, Jones

All those against: 0

11. Adjournment

Having no further business before the Board, MOTION was made by Mr. Garcia to adjourn the meeting at 10:45 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Regular Business Meeting  
April 14, 2025

A Board of Trustees Regular Business Meeting was held on Monday, April 14,, 2025 beginning at 6:02 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/339982>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=681650>

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

Board Members Present

Mr. Rick Garcia, Vice President  
Mr. David Hamilton, Secretary  
Mrs. Angie Hanan  
Mr. Adam Schoof  
Dr. Shirley Rose-Gilliam  
Ms. Sonya Jones

School Officials Present

Dr. Marc Smith, Superintendent of Schools  
Beth Martinez, Deputy Superintendent Chief of Staff  
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning  
Chassidy Olainu-Alade, Interim Chief Communications Officer  
Stephanie Williams, Chief of Organizational Development  
Bryan Guinn, Chief Financial Officer  
Dr. Adam Stephens, Chief Academic Officer  
Glenda Johnson, Chief Human Resources Officer  
Long Pham, Chief Information Officer  
Dr. Andria Schur, Chief of Schools  
Dr. Damian Viltz, Chief Operations Officer

Kim Schaub, Recording Secretary

Others Present

Chris Gilbert, Interim General Counsel  
Jonathan Brush, Board Counsel  
FBISD Staff and Employees

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

President Tassin called the meeting to order at 6:02 p.m. announcing the presence of a quorum, that the meeting had been duly called and the notice posted for the time and matter required by law. President Tassin asked everyone to stand for the National Anthem, performed by the Clements High School Band Ensemble. Following the performance, everyone was asked to remain standing for a moment of silence.

#### 4. Recognitions

The Board recognized several students and campuses including:

National Anthem performance by a band ensemble from Clements High School.

Sartartia Middle School Honors Orchestra under the direction of Heather Davis, Guillermo Teniente, directors and Margaret Davis, harp specialist, won first place for Middle School String Orchestra at the American String Teachers Association's National Orchestra Festival.

Kempner High School's swim team participated in the 5A State Swimming and Diving Championship where they made history as the first Fort Bend ISD swim team to earn four gold medals in the same State Championship and set three 5A State records, including the 4 x 100 men's relay.

- Haley Finely – Silver medal 50 freestyle
- Jack Boysen – Two gold medals and new 5A State records in the 50 and 100 freestyle
- Arthur Newton – Gold in the 100 backstroke and silver in the 200 freestyle
- Men's 400 freestyle relay – Gold Medal and new 5A record as well as the Men's 200 freestyle relay – Gold Medal
  - Jack Boysen, Arthur Newton, Justin Chacon, and Tyler Thurman
- A special thank you to head swim coach – Justin Muniz

#### 5. Superintendent Update

#### 6. Board Activity Report

#### 7. Special Reports

- President Tassin shared the yearly Board credits report.

#### 8. President's Update

- Presentations accepted for SLI in San Antonio

#### 9. Public Comment

- Danielle Dancer FBISD parent expressing opposition to Policy FA Local.
- Gabrielle Whitfield expressing a recommendation that MS #16 to be named after Noel Pinnock.
- Cheryl Buford expressing support for Policy FA Local.

- Serena Arzu expressing opposition to Policy FA Local.
- Josh Jenkins FBISD parent expressing opposition to Policy FA Local.
- Darcey Pett FBISD teacher and parent expressing opposition to Policy FA Local.
- Glenn Hopkins expressing opposition to Policy FA Local.
- Karina Anderson expressing concern against the adoption of the Bluebonnet Curriculum.
- Dr. D Ivan Young expressing a recommendation that MS #16 to be named after Noel Pinnock.
- Dustin Rhodes FBISD student expressing opposition to Policy FA Local.
- Erika Richie FBISD parent expressing opposition to Policy FA Local.
- Landon Richie expressing opposition to Policy FA Local.
- Jared Burton Katy ISD student expressing opposition to Policy FA Local.
- Scott Pett FBISD parent expressing opposition to Policy FA Local.
- Carolyn Hopkins expressing opposition to Policy FA Local.
- Sarah Roberts expressing opposition to Policy FA Local.
- Brandie Dowda FBISD teacher expressing opposition to Policy FA Local.
- Dr. Kristine Gentry FBISD parent expressing opposition to Policy FA Local.
- Omowale Luthuli Allen expressing a recommendation that MS #16 to be named after Noel Pinnock.
- Johnny Rhodes FBISD parent expressing opposition to Policy FA Local.
- Cori Stevenson FBISD parent expressing opposition to Policy FA Local.
- Shell McClue FBISD parent expressing concern on the bullying that her student has endured.
- Dr. Sumita Ghosh expressing opposition to Policy FA Local.
- Andee Marksamer expressing opposition to Policy FA Local.
- Andrews Hernandez FBISD student expressing opposition to Policy FA Local.
- Tegan Morgan FBISD student expressing opposition to Policy FA Local.
- Berta Needham FBISD parent expressing opposition to Policy FA Local.
- Eric Dieckman expressing opposition to Policy FA Local.
- Khannh Ho community member expressing opposition to Policy FA Local.
- Dr. Joanne Gonzales expressing opposition to Policy FA Local.
- Jen Schirmer BISSD parent expressing opposition to Policy FA Local.
- Michelle Bowie expressing a recommendation that MS #16 to be named after Noel Pinnock.
- Pastor Charles Jones II expressing support for Policy FA (Local).
- Monica Riley expressing a recommendation that MS #16 to be named after Noel Pinnock and support for Policy FA Local.
- Aaron Richie FBISD parent expressing opposition to Policy FA Local.
- Ryan Freund expressing opposition to Policy FA Local.
- Coatney Cobble FBISD parent expressing opposition to Policy FA Local.
- Kara Masharani expressing opposition to Policy FA Local.
- Nayna Ahuja FBISD student expressing opposition to Policy FA Local.
- Annette Morgan FBISD parent expressing opposition to Policy FA Local.
- Jennifer McClurkin FBISD parent expressing opposition to Policy FA Local.

President Tassin called for a short recess at 7:21 p.m.

The Board reconvened at 7:28 p.m.

#### 10. Information

- A. Health Plan, Legislative and Budget Updates
- B. Academies and Choice Programs
- C. Special Education Update
- D. Intruder Detection Report

#### 11. Consent Agenda

Before discussion, Mrs. Hanan requested that Item 11.B, Policy FA (Local) be removed from the consent agenda.

**MOTION made by Mr. Garcia and SECONDED by Mrs. Jones** that the Board approve Consent Agenda Items except for 11.B Policy FA (Local).

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- A. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
  - 1. February 3, 2025 - Special Called Meeting Annual Demographic Update Workshop
  - 2. February 10, 2025 - Called Meeting and Agenda Review
  - 3. February 18, 2025 - Special Called Meeting Boundary Planning
  - 4. February 24, 2025 - Regular Business Meeting
- B. **Deletion, Adoption and Revision of Policies BJCD(Local), BQB(Local), and FA(Local):** Consideration and approval of proposed deletion, adoption, and revision of local policies: BJCD(Local), BQB(Local), and FA(Local).
- C. **Budget Amendment:** Consideration and approval of a General Fund budget amendment for 2024-25.
- D. **2024-25 Region 7 Education Service Center Co-Op:** Consideration and approval of an Interlocal Agreement with Region 7 Education Service Center cooperative purchasing group, and authorization for the Superintendent to negotiate and execute the agreement.
- E. **2025-26 Designated Hazardous Traffic Conditions List:** Consideration and approval of the 2025-26 Fort Bend ISD Designated Hazardous Traffic Conditions List and approval to adopt the Designated Hazardous Traffic Conditions Resolution.
- F. Consideration and approval of proposed expenses that exceed \$50,000: Specifically for:

1. **Forklifts, Maintenance, Repair Services, and Related Items:** Consideration and approval for the purchase of forklifts, maintenance, repair services, and related Items from multiple vendors through multiple cooperative contracts in an amount not-to-exceed \$250,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2030.
2. **College & Career Preparatory Resources:** Consideration and approval for the purchase of college & career preparatory resources through the Central Texas Purchasing Alliance (CTPA) from Texas College Bridge in an amount not to exceed \$120,000 and authorization for the Superintendent to negotiate and execute the agreement through July 2026.

**Theater Equipment, Supplies, Services, and Related Items:** Consideration and approval for the purchase of theatre equipment, supplies, services and related items from multiple vendors in an amount not to exceed \$1,500,000 and authorization for the Superintendent to negotiate and execute the agreements through April 2030.

#### Action on Items Removed from the Consent Agenda

- **11.B Deletion, Adoption and Revision of Policy FA(Local):** Consideration and approval of proposed deletion, adoption, and revision of local policy: FA(Local).

**MOTION by Mr. Garcia and SECONDED by Mrs. Jones** that the Board approve Consent Agenda Item 11-B as presented.

Prior to discussion **MOTION by Mrs. Jones and SECONDED by Mr. Garcia** to limit the time for discussion to two minutes and without yielding time to other Trustees.

**MOTION by Mrs. Hanan and SECONDED by Dr. Gilliam** to amend prior motion to afford Trustees three minutes to speak and to yield time to other Trustees.

Following discussion, **MOTION to AMEND CARRIES: 4-3**

All those in favor: Garcia, Hamilton, Hanan, Gilliam

All those against: Tassin, Schoof, Jones

**AMENDED MOTION CARRIES: 6-1**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam

All those against: Jones

Following further discussion, **ORIGINAL MOTION CARRIES: 5-2**

All those in favor: Tassin, Garcia, Hamilton, Schoof, Jones

All those against: Hanan, Gilliam

#### 12. Convene in Closed Session

The Board convened in closed session at 10:21 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

- A. Deliberate hearing officer's recommendation regarding the Level Three employee grievance of Darrin Hawthorne.
- B. Deliberate assigning DGBA employee grievance of Katina Covington to a Board hearing officer, or to schedule a future Board meeting to hear and consider the grievance.
- C. Deliberate Director of Information Technology Infrastructure recommendation.
- D. Deliberate Principal of Baines Middle School recommendation.
- E. Deliberate Principal of James Reese Career and Technical Center recommendation.
- F. Deliberate Chief Communications Officer recommendation.
- G. Deliberate General Counsel recommendation.
- H. Deliberate employment contract renewals, proposed nonrenewal and recommendations for termination.
- I. Deliberate FBISD Surplus Property Sale

### 13. Reconvene in Open Session

The Board reconvened in open session at 11:14 p.m.

### 14. Consider Action on Closed Session Items

- **MOTION by Mr. Garcia and SECONDED by Mrs. Hanan** that the Board of Trustees accept the hearing officer's recommendation concerning the Level Three DGBA grievance of Darrin Hawthorne.

**MOTION CARRIES: 6-1**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam

All those opposed: Jones

- **MOTION by Mrs. Hanan and SECONDED by Mr. Garcia** that the Board of Trustees assign the Level Tree employee grievance appeal of Katina Covington to the Board's designated hearing officer under Board Policy DGBA (Local).

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees accept the Superintendent's recommendation and appoint Rarish Patel to the position of Director of Information Technology Infrastructure.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Dr.Gilliam and SECONDED by Mrs. Jones** that the Board of Trustees accept the Superintendent's recommendation and appoint Mharbe Masculino to the position of Principal of Baines Middle School.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mr. Schoof and SECONDED by Mrs. Hanan** that the Board of Trustees accept the Superintendent's recommendation and appoint David Squires to the position of Principal of James Reese Career and Technology Center.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Jones and SECONDED by Dr. Gilliam** that the Board of Trustees accept the Superintendent's recommendation and appoint Chassidy Olaniu-Alade to the position of Chief Communications Officer.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mr. Hamilton and SECONDED by Mr. Schoof** that the Board of Trustees accept the Superintendent's recommendation and appoint Derrick Ward to the position of General Counsel.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mr. Schoof and SECONDED by Mrs. Hanan** that the Board of Trustees terminate William Fogle's probationary contract at the end of the contract year in the best interest of the district and to authorize the superintendent or his designee to notify Mr. Fogle of this action in accordance with the applicable law and policy.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Jones and SECONDED by Mr. Schoof** that the Board of Trustees propose nonrenewal of Katina Covington's term employment contract at the end of the contract year and to authorize the superintendent or his designee to notify Ms. Covington in accordance with applicable law and policy, and to specify that the hearing, if any, concerning the proposed nonrenewal of Ms. Covington's term employment contract be conducted before an independent hearing examiner appointed by the Commissioner of Education in accordance with policy DFBB.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Dr. Gilliam and SECONDED by Mr. Schoof** that the Board of Trustees propose nonrenewal of James Ligon's term employment contract at the end of the contract year and to authorize the superintendent or his designee to notify Mr. Ligon in accordanc

with applicable law and policy, and to specify that the hearing, if any, concerning the proposed nonrenewal of Mr. Ligon's term employment contract be conducted before an independent hearing examiner appointed by the Commissioner of Education in accordance with policy DFBB.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Hanan and SECONDED by Mr. Schoof** that the Board of Trustees propose nonrenewal of Tommie Mack's term employment contract at the end of the contract year and to authorize the superintendent or his designee to notify Mr. Mack in accordance with applicable law and policy, and to specify that the hearing, if any, concerning the proposed nonrenewal of Mr. Mack's term employment contract be conducted before an independent hearing examiner appointed by the Commissioner of Education in accordance with policy DFBB.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Dr. Gilliam and SECONDED by Mrs. Hanan** that the Board of Trustees propose nonrenewal of Darrell Nickson's term employment contract at the end of the contract year and to authorize the superintendent or his designee to notify Mr. Nickson in accordance with applicable law and policy, and to specify that the hearing, if any, concerning the proposed nonrenewal of Mr. Nickson's term employment contract be conducted before an independent hearing examiner appointed by the Commissioner of Education in accordance with policy DFBB.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Jones and SECONDED by Mrs. Hanan** that the Board of Trustees renew and to award employment contracts as listed for the 2025-2026 school year under separate cover.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Jones and SECONDED by Mrs. Hanan** that the Board of Trustees approve designating Madden Road (+/- 20 acres) as surplus property and authorize the Board President to negotiate and execute this land sale.

**MOTION CARRIES: 7-0**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Schoof, Gilliam, Jones

All those opposed: 0

- **MOTION by Mrs. Jones and SECONDED by Mr. Garcia** that the Board of Trustees approve designating Lakeview Auditorium (+/- 1.41 acres) as surplus property and authorize the Board President to negotiate and execute this land sale.

**MOTION CARRIES: 6-1**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Gilliam, Jones

All those opposed: Schoof

- **MOTION by Mrs. Jones and SECONDED by Mr. Garcia** that the Board of Trustees approve designating Shadow Creek (+/- 11.88 acres) as surplus property and authorize the Board President to negotiate and execute this land sale.

**MOTION CARRIES: 6-1**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Gilliam, Jones

All those opposed: Schoof

- **MOTION by Mrs. Jones and SECONDED by Mrs. Hanan** that the Board of Trustees approve designating CTC Land (+/- 42 acres) as surplus property and authorize the Board President to negotiate and execute this land sale.

**MOTION CARRIES: 6-1**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Gilliam, Jones

All those opposed: Schoof

- **MOTION by Mrs. Jones and SECONDED by Mrs. Hanan** that the Board of Trustees approve designating Glendale Lakes Dr. (+/- 30 acres) as surplus property and authorize the Board President to negotiate and execute this land sale.

**MOTION CARRIES: 6-1**

All those in favor: Tassin, Garcia, Hamilton, Hanan, Gilliam, Jones

All those oppose: Schoof

#### 15. Action

#### 16. Future Meeting Discussion

#### 17. Adjournment

Having no further business before the Board, **MOTION** was made by Mr. Hamilton to adjourn the meeting at 11:29 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 3<sup>rd</sup> Quarter 2024-25 Financials</b>		
<b>Board Policy: CE (Legal), CFR</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval of the third quarter 2024-2025 Financial Report.

<b>Summary/Background</b>
The Financial Report consists of the results of operation of the General Fund, National School Breakfast and Lunch Fund, Special Revenue Funds, Debt Service Fund, Capital Projects Fund, Internal Service Funds, Extended Learning and Facility Rental Funds as of March 31, 2025. Also included are the investment report, cash flow projection reports for General Fund, National School Breakfast and Lunch Fund and Debt Service Fund, tax collection reports, and General Fund function budget amendment journals.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

FBISD

# Financial Report

## 3<sup>rd</sup> Qtr 2024-25



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**Lead**  
**THE PAC**

# 3<sup>rd</sup> Qtr 2024-25 Financial Report

## Notes to Financial Report

### Student Enrollment & GOF Update

• Enrollment trends: 2024-25 budgeted enrollment	80,572
March 31, 2025 enrollment	<u>79,944</u>
Variance	(628)

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### General Fund

- District administration is monitoring attendance and will continue to monitor throughout the year. The districts average daily attendance rate has been relatively flat over the first half of the year, and we would not anticipate seeing a material change in the attendance rate over the next 2 months.

# 3<sup>rd</sup> Qtr 2024-25 Financial Report

## Notes to Financial Report

### General Fund (continued)

- The following items have been approved in the April Budget Amendment:
  - Payroll expenditures are tending higher due to successful attraction of talent to the district which has reduced the overall vacancy rate from 5% as budgeted to 4.2% projected. The cost for this higher job fill rate is estimated at \$8.8 million. Administration will recommend budget amendment for the difference.
  - There will be a reduction in expected federal revenue in the general fund do to a 2011 audit of our SHARS program in the amount of \$3.6 million.
  - TRS on behalf expense and revenue will increase by \$6.45 million.

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# 3<sup>rd</sup> Qtr 2024-25 Financial Report

## Notes to Financial Report

### General Fund (continued)

#### Hurricane Beryl Impact

- The district has submitted a request for funding to FEMA in the amount of \$5.88 million. We are expecting a reimbursement, if all project items are funded, in the amount of \$4.37 million.
- The district has also submitted an insurance claim for the damages to the administration building in the amount of \$1.36 million, which was part of our FEMA request.

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# 3<sup>rd</sup> Qtr 2024-25 Financial Report

## Notes to Financial Report

### Debt Funds

- The Commercial Paper has an outstanding balance of \$27.5 million as of March 31, 2025.

### Internal Service Funds

- Health Insurance Fund has a year-to-date operating deficit of \$12.1 million. With a beginning negative fund balance of \$265,560, the fund has a total deficit fund balance of \$12.3 million.
- The program had a loss of only \$240,936 for the third quarter. The other two quarters had losses of \$5.2 and \$7.1 million.
- The Health Insurance Fund carries a stop loss insurance to minimize the programs exposure to high claims. The individual stop loss goes into effect once a claim on an individual reaches \$450,000.
- District administration is reviewing all options and will recommend a course of action once all information is reviewed.

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**Fort Bend ISD**

General Fund

Budget Transfers

March 31, 2025

	Original Budget	Board Amendments	Transfers	Donations	Interfunction Transfers	Grand Total
11 - Instruction	488,520,122	583,418	-	18,161	(2,531,423)	486,590,278
12 - Instructional Resources Media	8,958,015	14,862	(0)	-	(431,104)	8,541,773
13 - Curriculum Development	17,757,593	171,840	0	-	(227,305)	17,702,129
21 - Instructional Leadership	18,690,462	53,901	-	-	352,040	19,096,403
23 - School Leadership	49,183,858	10,026	0	-	73,847	49,267,731
31 - Guidance Counseling Evaluation	39,402,657	649,671	0	-	2,184,501	42,236,829
32 - Social Work Services	2,782,239	-	-	-	(3,100)	2,779,139
33 - Health Services	9,609,825	40,317	-	1,222	98,370	9,749,734
34 - Student Transportation	27,849,712	609,924	-	-	(169,028)	28,290,608
35 - Food Services	50,000	-	-	-	-	50,000
36 - Co Curricular Extracurricular	16,592,160	214,789	0	-	848,471	17,655,420
41 - General Administration	19,795,256	422,924	-	-	1,231,873	21,450,053
51 - Plant, Maintenance & Operation	82,902,162	1,876,949	(0)	-	(536,242)	84,242,869
52 - Security And Monitoring	13,591,624	200,378	-	-	718,506	14,510,508
53 - Data Processing	20,701,924	206,579	-	-	(2,327,802)	18,580,700
61 - Community Services	809,596	-	-	-	83,105	892,701
71 - Debt Service	4,495,103	117,870	-	-	273,869	4,886,842
93 - Payment To Member/Ssa	460,000	-	-	-	71,100	531,100
99 - Other Governmental Charge	6,435,000	-	-	-	290,320	6,725,320
<b>Grand Total</b>	<b>828,587,306</b>	<b>5,173,448</b>	<b>0</b>	<b>19,383</b>	<b>0</b>	<b>833,780,137</b>

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The District’s Financial Policies allow for interfunction transfers to be processed by staff. The Board asked for information to be included with the monthly financial report outlining any interfunction transfers that occur. The interfunction transfers processed to date ensure that expenditures are categorized in the most appropriate function for reporting to TEA. The table above illustrates all changes to the adopted budget, including donations received, inter-function transfers that have been processed, and amendments approved by the Board.

**FORT BEND ISD**  
**GENERAL OPERATING FUND**  
Interim Statement of Revenues and Expenditures  
March 31, 2025

**Current Year, YTD**  
**July 2024 - March 2025**

**Prior Year, YTD**  
**July 2023 - March 2024**

	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Remaining Budget</b>	<b>Percentage Recognized/ Expended</b>	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Percentage Recognized/ Expended</b>
<b>REVENUE</b>							
57xx Local revenue	\$ 411,971,537	\$ 408,543,848	\$ 3,427,688	99%	\$ 391,033,232	\$ 381,800,087	98%
58xx State program revenues	405,969,954	312,687,245	93,282,709	77%	408,737,819	316,586,019	77%
59xx Federal program revenues	9,200,000	6,044,576	3,155,424	66%	8,661,733	7,507,061	87%
Total Revenue	827,141,491	727,275,669	99,865,822	88%	808,432,784	705,893,166	87%
<b>EXPENDITURES BY FUNCTION</b>							
Instruction	486,590,278	313,272,525	173,317,752	64%	466,112,621	279,200,072	60%
Instructional resources media	8,541,773	5,244,379	3,297,394	61%	7,730,083	4,652,328	60%
Curriculum development	17,702,129	11,048,014	6,654,115	62%	16,141,118	10,638,835	66%
Instructional leadership	19,096,403	13,878,427	5,217,976	73%	19,081,685	13,889,791	73%
School leadership	49,267,731	36,595,837	12,671,894	74%	51,870,354	37,053,387	71%
Guidance counseling evaluation	42,236,829	28,915,149	13,321,680	68%	42,278,057	27,677,586	65%
Social work services	2,779,139	2,001,859	777,280	72%	2,921,936	1,972,613	68%
Health services	9,749,734	6,359,365	3,390,369	65%	9,607,275	5,827,445	61%
Student transportation	28,290,608	17,841,468	10,449,140	63%	27,021,757	18,738,096	69%
Food services	50,000	45,683	4,317	91%	75,000	46,891	63%
Co curricular extracurricular	17,655,420	13,155,376	4,500,044	75%	18,908,161	12,159,388	64%
General administration	21,450,053	15,048,628	6,401,425	70%	20,125,586	14,721,321	73%
Plant, maintenance & operation	84,242,869	66,232,331	18,010,538	79%	83,205,724	59,975,147	72%
Security and monitoring	14,510,508	10,679,800	3,830,708	74%	13,246,692	9,394,776	71%
Data processing	18,580,700	14,373,702	4,206,999	77%	17,106,352	12,116,834	71%
Community Services	892,701	703,507	189,194	79%	852,687	689,487	81%
Debt Service	4,886,842	2,417,605	2,469,238	49%	5,996,500	5,918,492	99%
Facilities acquisition	-	-	-	-	-	2,015	-
Payment to member/ssa	531,100	506,240	24,860	95%	517,190	489,208	95%
Other governmental charge	6,725,320	4,927,437	1,797,883	73%	6,417,962	4,139,105	64%
	833,780,137	563,247,332	270,532,806	68%	809,216,740	519,302,818	64%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,638,646)	164,028,337			(783,956)	186,590,348	
7xxx Other financing sources	2,608,247	1,482,085	1,126,162	57%	2,684,158	147,367	5%
8xxx (Other financing uses)	-	-	-	-	(2,087,000)	(2,000,000)	96%
Net Change	(4,030,399)	165,510,423			(186,798)	184,737,715	

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<b>FUND BALANCE-6/30/24 adjusted</b>	
Nonspendable (inventories & prepaids)	1,241,691
Committed	63,800,000
Unassigned	147,069,116
Total Fund Balance-does not include FY25 net change	\$ 212,110,807

**FORT BEND ISD**  
**GENERAL OPERATING FUND**  
Interim Statement of Revenues and Expenditures  
March 31, 2025

**Current Year, YTD**  
**July 2024 - March 2025**

**Prior Year, YTD**  
**July 2023 - March 2024**

**EXPENDITURES BY MAJOR OBJECT**

	<b>Current Year, YTD</b>				<b>Prior Year, YTD</b>		
	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Remaining Budget</b>	<b>Percentage Recognized/ Expended</b>	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Percentage Recognized/ Expended</b>
61xx Payroll Costs	\$ 721,550,321	\$ 478,634,718	\$ 242,915,603	66%	\$ 702,398,582	\$ 442,340,780	63%
62xx Purchased and contracted services	60,619,054	50,922,805	9,696,249	84%	56,245,859	39,261,805	70%
63xx Supplies and Materials	29,863,334	20,073,779	9,789,555	67%	28,538,643	19,497,850	68%
64xx Other operating expenditures	16,535,765	11,154,449	5,381,316	67%	15,357,224	12,191,787	79%
65xx Debt service	4,803,041	2,417,605	2,385,436	50%	5,996,500	5,609,239	94%
66xx Capital Outlay	408,623	43,976	364,647	11%	679,933	401,357	59%
Total Expenditures	\$ 833,780,137	\$ 563,247,332	\$ 270,532,806	68%	\$ 809,216,740	\$ 519,302,818	64%

**FORT BEND ISD**  
**NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**  
Interim Statement of Revenues and Expenditures  
March 31, 2025

**Current Year, YTD**  
**July 2024 - March 2025**

**Prior Year, YTD**  
**July 2023 - March 2024**

	<b>Current Year, YTD</b>				<b>Prior Year, YTD</b>		
	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Remaining Budget</b>	<b>Percentage Recognized/ Expended</b>	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Percentage Recognized/ Expended</b>
<b>REVENUE</b>							
57xx Local revenue	\$ 11,611,000	\$ 9,596,222	\$ 2,014,778	83%	\$ 12,295,000	\$ 9,586,586	78%
58xx State program revenues	195,000	143,281	51,719	73%	197,000	118,778	60%
59xx Federal program revenues	32,610,000	23,838,774	8,771,226	73%	31,202,509	27,148,433	87%
Total Revenue	44,416,000	33,578,277	10,837,723	76%	43,694,509	36,853,797	84%
<b>EXPENDITURES BY FUNCTION</b>							
Food services	57,317,557	36,284,622	21,032,935	63%	52,886,485	31,312,812	59%
Plant, maintenance & operation	647,500	338,779	308,721	52%	632,500	331,879	52%
	57,965,057	36,623,401	21,341,656	63%	53,518,985	31,644,690	59%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(13,549,057)	(3,045,124)			(9,824,476)	5,209,107	
7xxx Other financing sources	-	24,577	(24,577)		-	-	
Net Change	(13,549,057)	(3,020,547)			(9,824,476)	5,209,107	
Fund Balance - Beginning 6/30/2024		28,236,669					
Fund Balance - Ending 03/31/2025		<u>\$ 25,216,122</u>					
<b>EXPENDITURES BY MAJOR OBJECT</b>							
61xx Payroll Costs	\$ 18,438,257	\$ 11,605,238	\$ 6,833,019	63%	\$ 18,479,677	\$ 11,018,406	60%
62xx Purchased and contracted services	4,649,800	1,311,965	3,337,835	28%	3,190,799	461,417	14%
63xx Supplies and Materials	24,721,000	16,399,500	8,321,500	66%	23,049,509	17,509,371	76%
64xx Other operating expenditures	56,000	31,885	24,115	57%	49,000	25,785	53%
66xx Capital Outlay	10,100,000	7,274,812	2,825,188	72%	8,750,000	2,629,711	30%
Total Expenditures	\$ 57,965,057	\$ 36,623,401	\$ 21,341,656	63%	\$ 53,518,985	\$ 31,644,690	59%

**FORT BEND ISD**  
**SPECIAL REVENUE FUNDS**

Interim Statement of Revenues and Expenditures  
 March 31, 2025

\*\* Includes Indirect Costs

Special Revenue Fund	Fund Number	Begin Date	End Date	Total Award	Jul 2022-Mar-2025 Actual	Remaining Budget
Texas Education for Homeless Children and Youth 2024-2025	211	09/20/24	08/31/26	112,166	12,013	100,153
ESEA, Title I, Part A - Improving Basic Programs 2024-2025	211	07/01/24	09/30/25	14,951,736	7,581,680	7,370,056
Title I, 1003 ESF Focused Support Grant	211	07/01/24	09/30/25	300,000	1,802	298,198
IDEA - Part B, Formula 2024-2025	224	07/01/24	09/30/25	18,483,252	8,146,632	10,336,620
IDEA - Part B, Preschool 2024-2025	225	07/01/24	09/30/25	243,730	43,373	200,357
Perkins V: Strengthening Career and Tech Education-2024-2025	244	07/01/24	08/15/25	869,398	495,988	373,410
ESEA, Title II, Part A - Supporting Effective Instruction 2024-2025	255	07/01/24	09/30/25	2,169,556	1,330,175	839,381
National Board Candidacy Cohort Grant 2024-2025	255	08/01/24	08/31/25	50,000	10,556	<del>39,444</del>
Title III, Part A - ELA 2024-2025	263	07/01/24	09/30/25	1,527,103	606,024	921,079
Title III Part A Immigrant 2024-2025	263	07/01/24	09/30/25	172,297	8,937	163,360
Campus Victim Assistance Program 2024-2025	288	10/01/24	09/30/25	435,400	65,959	369,441
Title IV, Part A 2024-2025	289	07/01/24	09/30/25	1,051,232	280,603	770,629
Emergency Connectivity Grant	289	06/12/24	06/12/25	17,600,000	17,600,000	-
Sped Capacity Con Serv Reg 10	289	07/24/24	09/30/25	180,673	118,278	62,395
Shared Services Arrangement						
IDEA - Part B, Discretionary Deaf 2023-2024	315	07/01/24	09/30/25	213,360	94,590	118,770
IDEA - Part C, Early Intervention Deaf	340	09/01/24	08/31/25	7,371	859	6,512
Instructional Materials Allotment	410	07/01/24		21,113,051	13,036,482	8,076,569
Law Enforcement Officer Standards and Education	427	07/01/22		8,908		8,908
Region 4 Teacher Pipeline Incentive Grant	427	07/01/24	06/30/25	80,000		80,000
Region 4 School Support Grant 2024-2025	427	10/16/24	08/20/25	36,000	18,323	17,677
School Safety Standards	429	07/27/23	04/30/26	3,216,079	2,440,656	775,423
Safe Cycle 2	429	05/09/24	04/30/27	2,662,989	1,171,844	1,491,145
Safety and Facilities Enhancement (Safe) -2023-2025	429	12/01/23	04/30/27	7,811,859	506,653	7,305,206
Shared Services Arrangement Regional Day School for the Deaf	435	09/01/24	08/31/25	2,476,575	1,453,610	1,022,965
Fort Bend Education Foundation	492	04/30/24	06/30/25	662,008	633,548	28,460
Sienna Community Enhancement Ferguson Elementary	497	07/16/24	06/30/25	8,316	6,921	1,395
Catch Global Foundation Grant 2024	497	03/01/24	02/28/25	5,000	5,000	-
				<u>96,448,059</u>	<u>55,670,506</u>	<u>40,777,553</u>

**FORT BEND ISD  
DEBT SERVICE FUNDS**

Interim Statement of Revenues and Expenditures  
March 31, 2025

	Current Year, YTD July 2024 - March 2025				Prior Year, YTD July 2023 - March 2025		
	Adjusted Budget	Actual	Remaining Budget	Percentage Recognized/ Expended	Adjusted Budget	Actual	Percentage Recognized/ Expended
<b>REVENUE</b>							
57xx Local revenue	\$ 155,384,026	\$ 153,111,102	\$ 2,272,924	99%	\$ 146,362,082	\$ 142,259,647	97%
58xx State program revenues	16,886,768	15,837,502	1,049,266	94%	19,326,050	15,154,775	78%
Total Revenue	<u>172,270,794</u>	<u>168,948,604</u>	<u>3,322,190</u>	<u>98%</u>	<u>165,688,132</u>	<u>157,414,422</u>	<u>95%</u>
<b>EXPENDITURES BY FUNCTION</b>							
Debt Service	<u>164,585,368</u>	<u>160,553,730</u>	<u>4,031,638</u>	<u>98%</u>	<u>137,857,481</u>	<u>132,727,324</u>	<u>96%</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,685,426	8,394,873			27,830,651	24,687,098	
7xxx Other financing sources	-	-	-		318,962,475	90,025,000	28%
8xxx (Other financing uses)	-	-	-		(329,107,906)	(99,935,000)	30%
Net Change	<u>7,685,426</u>	<u>8,394,873</u>			<u>17,685,220</u>	<u>14,777,098</u>	
Fund Balance - Beginning 06/30/24		<u>160,161,384</u>					
Fund Balance - Ending 03/31/25		<u>\$ 168,556,257</u>					

**FORT BEND ISD**  
**CAPITAL PROJECTS FUNDS**  
Interim Statement of Revenues and Expenditures  
March 31, 2025

	<u>Current Year, YTD</u> <u>July 2024 - March 2025</u>	<u>Prior Year, YTD</u> <u>July 2023 - March 2024</u>
	<u>Actual</u>	<u>Actual</u>
<b>REVENUE</b>		
57xx Local revenue	\$ 2,652,248	\$ 609,813
59xx Federal program revenues	2,556,926	938,718
Total Revenue	<u>5,209,174</u>	<u>1,548,531</u>
<b>EXPENDITURES BY FUNCTION</b>		
Instruction	24,967,595	1,995,952
Instructional resources media	15,705	-
Student transportation	3,315,794	-
Co curricular extracurricular	713,306	521,288
General administration	157,374	-
Plant, maintenance & operation	1,672,181	12,334,602
Security and monitoring	1,633,326	472,795
Data processing	20,877,623	9,350,365
Debt Service	155,791	153,487
Facilities acquisition	102,276,590	41,921,746
	<u>155,785,285</u>	<u>66,750,234</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(150,576,111)	(65,201,702)
7xxx Other financing sources	-	166,769
Net Change	<u>(150,576,111)</u>	<u>(65,034,933)</u>
Fund Balance - Beginning 06/30/2024	124,138,931	
Fund Balance - Ending 03/31/2025	<u>(26,437,180)</u>	

<u>Recap of Fund Balance</u>	<u>Fund Balance</u>	<u>Contingency</u> <u>(Included in</u> <u>Fund Balance)</u>	
2014 Bond Remaining Projects	(828,406)	10,640,939	(a)
2018 Bond Remaining Projects	(8,396,096)	8,525,256	(b)
2023 Bond Remaining Projects	(17,212,678)	49,007,554	(c)
	<u>\$ (26,437,180)</u>	<u>\$ 68,173,749</u>	

- (a) The 2014 Bonds have unissued debt of \$13,250,000 therefore not reflected in the balance reported.  
(b) The 2018 Bonds have unissued debt of \$55,730,000 and therefore not reflected in the balance reported.  
(c) The 2023 Bonds have contingency of \$1,076,200,000 but debt has not been issued yet and therefore not reflected in the balance reported.

**FORT BEND ISD - BOND FUNDS**  
**Interim Statement of Budget and Expenses**  
 March 31, 2025

<b>2014 BOND FUND:</b>	<b>Original Budget</b>	<b>Bond Proceeds</b>	<b>Encumbrances</b>	<b>Expenses</b>	<b>Unspent Proceeds</b>	<b>Status &amp; Comments</b>	<b>Est Compl Date</b>
James Reese Career & Tech Center	59,388,188	66,342,004	26,667	65,300,331	1,015,006	Close out in process	TBD
<b>Safety &amp; Security - Security Cameras</b>							
SUPPORT AREAS - Cameras	7,190,815	1,332,901	15,687	1,306,435	10,778	Installation in progress of 200 interior cameras; additional 200 received.	TBD
INFRASTRUCTURE - Cameras	4,617,950	7,236,407	88,161	6,934,855	213,391		TBD
Unallocated Funds	-	10,627,676	-	-	10,627,676 (a)		N/A
2014 Interest Earned - Contingency	-	13,263	-	-	13,263 (b)	Interest earned on bond proceed investments	N/A
Washers & Dryers	-	347,900	-	332,925	14,975	Reviewing campuses to determine need	
Chiller Drive Replacements	-	1,440,000	210,000	1,194,500	35,500	Neill slated for November	
Network UPS Refresh Project	-	681,864	25,539	656,325	(0)	Closing out. Remaining Funds transferred to 1019	Dec-22
Replace & Upgrade Network Components	-	514,206	12,522	485,893	15,791	All remaining IT funds ( \$28,312 ) consolidated here. \$12,522 encumbered to install mLOM cards. \$15,790 ren	Dec-22
UCS Server Refresh	-	1,330,407	-	1,330,407	-	Closing out. Remaining Funds transferred to 1019	
Portable Building Relocations 2021-2022	-	5,267,380	23,816	5,236,965	6,599	RTMS lease ongoing	
Fine Arts Instruments	-	130,000	-	85,322	44,678		
Security Camera Replacement	-	400,000	534	399,466	-	Close out in process	
<b>Completed Projects</b>	<b>412,803,047</b>	<b>373,659,133</b>	<b>-</b>	<b>373,659,133</b>	<b>-</b>		
<b>2014 BOND TOTAL:</b>	<b>484,000,000</b>	<b>490,717,798</b>	<b>402,925</b>	<b>478,317,215</b>	<b>11,997,657</b>		

**CONTINGENCY CURRENTLY AVAILABLE:**

Contingency Unallocated	10,627,676
Bond Interest Income	13,263
<b>TOTAL</b>	<b>10,640,939</b>

**UNISSUED DEBT**

Note: Currently there is \$13,250,000 of unissued bond proceeds

<b>CONTINGENCY CURRENTLY AVAILABLE:</b>	
(a) 2014 Bond Contingency Unallocated	\$ 10,627,676
(b) 2014 Bond Interest Income	13,263
	<b>\$ 10,640,939</b>

**FORT BEND ISD - BOND FUNDS**  
**Interim Statement of Budget and Expenses**  
 March 31, 2025

<b>2018 BOND FUND:</b>	<b>Original Budget</b>	<b>Bond Proceeds</b>	<b>Encumbrances</b>	<b>Expenses</b>	<b>Unspent Proceeds</b>	<b>Status &amp; Comments</b>	<b>Est Compl Date</b>
<b><u>NEW CONSTRUCTION:</u></b>							
Bhuchar ES (#53) - Riverstone (#160) PKG009	45,751,823	40,751,823	163,068	40,325,791	262,964	Original scope substantially complete; additional scope in progress	TBD
MS #16 - Design ( #056) PKG049	10,167,072	6,667,072	127,477	5,797,869	741,725	Design complete; construction covered under 2023 Bond	TBD
Crawford HS (#12) - High School (#018) PKG050	180,973,879	175,473,879	2,152,034	169,959,891	3,361,954	Construction SC. Close out in progress	TBD
CHS - Field House PKG035.2	-	15,653,649	147,250	14,641,456	864,943	Close-outs in progress	TBD
Ferguson ES (#54) - Sienna South (#162)	-	39,749,237	50,138	38,465,457	1,233,642	Close-out in progress	TBD
<b><u>CAMPUS REBUILD</u></b>							
Lakeview ES Rebuild PKG006	33,903,645	33,262,239	61,040	32,713,630	487,568	Construction close out complete. Financial close out in progress	TBD
Meadows ES Rebuild PKG004	32,182,322	29,952,322	434,437	29,295,482	222,403	Construction close out complete. Financial close out in progress	TBD
<b><u>CLASSROOM ADDITIONS</u></b>							
CVME - Classroom Additions PKG005	7,745,619	5,043,427	-	5,043,427	-	Financial close-out in process	TBD
Completed Projects	6,894,965	5,628,231	-	5,628,231	-		TBD
<b><u>PKG002.1 DISTRICT WIDE MDF/IDF UPGRADES</u></b>							
DSTW - MDF/IDF Upgrades PKG1	4,673,558	3,683,219	-	3,683,219	-	Financial aspect of project to remain open until PKG002.2 closes	TBD
<b><u>PKG002.2 DISTRICT WIDE MDF/IDF UPGRADES</u></b>							
DSTW - MDF/IDF Upgrades PKG2	19,626,442	14,210,245	-	13,760,376	449,869	Financial close-out in process	
<b><u>DEFECIENCIES &amp; LIFE CYCLE</u></b>							
<b><u>PKG052 EXTERIOR LED LIGHTING UPGRADES</u></b>		4,759,790	1,003,110	3,091,454	665,226	Construction substantially complete. Close-out in progress.	
<b><u>PKG053 PHS PARKING LOT REPLACEMENT</u></b>							
PHS - Parking Lot Replacement	-	816,863	-	816,863	-	Financial close-out in process	
<b><u>PKG055 APE DRAINAGE IMPROVEMENTS</u></b>							
APE - Drainage Improvements	-	966,000	340,101	553,864	72,035	Construction substantially complete; close-out in process	
<b><u>PKG056 SECURITY FENCING</u></b>							
	-	4,414,540	595,798	2,566,811	1,251,931	Construction SC 1/ 2025	
<b><u>PKG057 BPE INTERIOR RENOVATIONS</u></b>							
BPE - Interior Renovations	-	7,556,565	69,586	7,110,035	376,944	Close-out in progress	
<b><u>PKG058 HHS CENTRAL PLANT</u></b>							
HHS - Central Plant	-	1,400,000	16,347	1,291,506	92,147	Construction substantially complete; close-out in process	
<b><u>PKG059 FCMS WATER LINE REPLACEMENT</u></b>							
FCMS - Water Line Replacement	-	600,000	-	530,436	69,564	Financial close-out in process	
<b><u>PKG060 LOMS PNEUMATIC CONTROLS</u></b>							
LOMS -Pneumatic Controls	-	810,000	72,904	614,163	122,933	Construction substantially complete, close out in progress	
<b><u>PKG061 TRIPLEX EOC HVAC</u></b>							
Triplex - EOC HVAC		-	-	-	-	Financial close-out in process	
<b><u>PKG010 FINE ARTS</u></b>							
	65,279,077	67,252,077	-	64,853,276	2,398,801	Financial close-out in process	
<b><u>PKG011 EXTENDED DAY SUITE &amp; SPED</u></b>							
	12,084,364	7,884,364	5,785	7,689,536	189,043	Financial close-out in process	
<b><u>PKG013 KITCHEN RENOVATIONS</u></b>							
	16,869,946	17,282,474	-	17,282,474	-	Financial close-out in process	
<b><u>PKG016 NEW AG FACILITY</u></b>							
DAVIS AG - Renovation	3,654,850	3,727,541	16,855	3,686,731	23,955	Additional scope SC 12/2024. Close out in progress	
<b><u>PKG019 EXTERIOR ENVELOPE</u></b>							
	14,338,449	11,238,449	200,429	10,102,509	935,511	close out in progress	
<b><u>PKG021 TURF &amp; ATHLETICIS</u></b>							
	41,667,458	41,754,408	613,261	40,994,443	146,704	close out in progress	
<b><u>PKG022 FF&amp;E PACKAGE</u></b>							
	15,203,651	15,203,140	3,887	12,796,558	2,402,696	Furniture Phases 1, 2, and 3 installed. Phase 4 to be in installed in 2024	
<b><u>PKG023 HVAC CONTROLS</u></b>							
	4,868,203	4,868,203	18,825	4,823,399	25,979	close-out in process	
<b><u>PKG024 WATER HEATERS/BOILERS</u></b>							
	3,473,761	3,958,025	-	3,958,025	-	close-out in process	
<b><u>PKG025 SITE WORK</u></b>							
	7,222,466	7,222,466	155,872	6,839,516	227,078	close-out in process	
<b><u>PKG026 ROOFING</u></b>							
	18,671,852	17,757,275	-	17,757,275	-	Financial close-out in process	
<b><u>PKG027 ROOFING PACKAGE</u></b>							
	33,342,268	27,015,327	6,549	25,194,318	1,814,460	close-out in process	

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FORT BEND ISD - BOND FUNDS  
Interim Statement of Budget and Expenses  
March 31, 2025

2018 BOND FUND:	Original Budget	Bond Proceeds	Encumbrances	Expenses	Unspent Proceeds	Status & Comments	Est Compl Date
<b>PKG028 ROOFING PACKAGE</b>	<b>25,108,092</b>	23,696,327	252,001	23,322,827	121,500	close-out in process	
<b>PKG030 FIRE SPRINKLERS</b>	<b>7,788,823</b>	6,288,823	136,035	5,630,413	522,375	close-out in process	
<b>PKG031 MULTICAMPUS RENOVATIONS</b>	<b>1,727,660</b>	2,197,064	-	2,197,064	-	close-out in process	
<b>PKG035 STRUCTURAL REPAIR</b>	<b>6,245,602</b>	4,711,799	-	4,711,799	-	close-out in process	
<b>PKG036 FIRE ALARMS</b>	<b>3,350,550</b>	4,740,550	-	4,332,170	408,380	close-out in process	
<b>PKG042 HVAC/MEP PACKAGE #A1</b>	<b>8,638,871</b>	8,638,871	-	8,478,833	160,038	close-out in process	
<b>PKG044 HVAC/MEP PACKAGE #A3</b>	<b>9,160,052</b>	9,160,052	49,835	8,771,770	338,447	Construction substantially complete. Close-out in progress.	
<b>PKG045 HVAC/MEP PACKAGE #A4</b>	<b>6,123,183</b>	6,173,183	100,111	5,949,438	123,634	Construction substantially complete. Close-out in progress.	
<b>PKG046 HVAC/MEP PACKAGE #A5, #A6</b>	<b>11,646,227</b>	12,896,227	951,350	11,405,747	539,131	Original scope Substantially complete; additional scope SC complete 12/2024. close out in progress.	
<b>PKG099 DISTRICT WIDE</b>	<b>333,617,637</b>	<b>292,999,078</b>	<b>2,244,017</b>	<b>276,711,217</b>	<b>14,043,843</b>		
SPED Camera Project	1,250,000	1,250,000	29,836	1,204,956	15,208		
Security Camera Storage	2,625,000	2,500,000	321,012	1,966,301	212,687		
ID Badges	3,000,000	3,000,000	53,095	1,338,209	1,608,696	Rolled out to campuses	
Buses & Other Vehicles	8,837,500	8,409,534	489,884	7,115,707	803,942	Buses are coming in	
DSTW - White Fleet	1,721,500	2,149,466.33	7	2,003,531.63	145,928		Fall-23
Computer Lab/Library Devices	10,000,000	9,252,389	2,700	9,249,689	-	Close-out	
Classroom A/V Refresh	29,100,000	29,347,611	172,594	28,766,917	408,100	Original scope completed, projector decomm completed. Working on additional instructional spaces now	
K-12 Student Devices	37,600,000	44,038,190	56,802	43,146,013	835,374	Next phase of refresh (ES Student devices) will complete this project	Summer 2024
Lending Library Devices	14,500,000	3,228,807	12,767	3,216,040	-	Close-out	
Printers	2,200,000	3,133,004	53,162	3,052,121	27,721	Holding for additional purchase	
Data Center Systems	3,620,000	1,630,755	-	1,630,755	-	Close-out	91
Data Center Infstr Systems	3,600,000	2,609,916	20,054	2,589,862	-	\$99,824 transferred to Proj. 2967. Working to close out remaining PO's so we can close out the project.	
Teacher Devices	7,700,000	8,101,367	-	8,101,367	-	Close-out	
Support Staff Devices	3,600,000	4,896,170	488,319	4,391,572	16,280	Laptops for Aides have been received (last month's balance was \$446,047).	Fall 2024
Network Infstr SW & HW	310,000	133,289	-	133,289	-	Close-out	
Network Infstr Services	180,000	296,241	-	296,241	-	Close-out	
Phone Lifecycle Refresh	1,500,000	1,845,917	2,105	1,838,567	5,245	Holding for additional purchase	
Broadcast System	1,700,000	1,418,608	-	1,374,180	44,428	Holding for additional purchase	
Non-Classroom A/V Refresh	2,010,000	5,977,016	233,953	5,180,675	562,388	Evaluating auditoriums not included in Bond 2023. Coombs has completed their work. Waiting on vendor pricing now.	
Land Purchases	19,689,120	22,129,120	63,914	22,062,182	3,024		
Police Radio Consoles		200,000	46,232	151,987	1,781	Deployment in progress	
Network Infrastructure Refresh		3,282,404	28,922	3,251,945	1,537	Working on Close-Out	
Bond Program Contingency	5,019,364	8,047,702	-	-	8,047,702	Interest earned on bond proceed investments	
Interest Income Contingency		477,554	-	-	477,554		
T Bldg Relocate 2023-2024		3,519,422	56,824	2,639,844	822,754	Close-out ongoing	
MISC Projects		90,026	-	90,026	-		
TRANS LO - Ice Machine		11,557	-	11,557	-		
IT Service Management (ITSM) Tool		270,379	111,833	155,050	3,496	\$99,824 transferred from Proj. 2967. PO for \$111k issued. Balance of ~\$3,800 remains.	
Completed Projects	173,855,153	121,752,635	-	121,752,635	-		
<b>CONTINGENCY PROJECTS:</b>							
Portables 2022-2023		3,111,788	7,262	2,821,151	283,376	Close-out ongoing	
Security Camera Replacement		125,000	709	124,292	-		
Generator Refurbishment - Facilities		200,000	77,862	73,793	48,345		
WHS - Freezer Concrete Work		8,790	-	-	8,790		
Bond Survey		41,705	-	-	41,705		
Bond Marketing Consultant		49,500	-	49,500	-		
CTE - Cafeteria Table		30,530	-	-	30,530		
Elevator Knox Boxes		64,800	-	-	64,800		
PeopleSoft HCM Contracts		745,111	9,609	734,962	540	Project is underway and currently working on planning activities and design sessions	
T Bldg - Relocate 2024-2025		3,674,080	40,222	2,550,382	1,083,476	All campuses substantially complete	
Skyward Qmlativ Upgrade		670,000	425,863	54,598	189,540		
BBE - Chiller Replacement		206,771	-	-	206,771		
HRE - Chiller Replacement		241,500	-	241,500	-		
Completed Projects		1,446,766	-	1,446,766	-		
<b>Total 2018 Bond</b>	<b>992,600,000</b>	<b>998,922,666</b>	<b>10,549,629</b>	<b>951,717,743</b>	<b>36,655,294</b>		
<b>INTEREST INCOME PROJECTS</b>							
<b>Total 2018 Bond - Interest Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>2018 BOND TOTAL:</b>	<b>992,600,000</b>	<b>998,922,666</b>	<b>10,549,629</b>	<b>951,717,743</b>	<b>36,655,294</b>		

**FORT BEND ISD - BOND FUNDS**  
**Interim Statement of Budget and Expenses**  
 March 31, 2025

<b>2018 BOND FUND:</b>	Original Budget	Bond Proceeds	Encumbrances	Expenses	Unspent Proceeds	Status & Comments	Est Compl Date
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Note: The below amounts reflect bond contingency but debt has not been issued yet. Therefore, contingency amts. are not reflected on the budget reports.

**CONTINGENCY CURRENTLY AVAILABLE:**

2018 Bond Construction Savings	4,218,505
2018 Erate Proceeds reserved for Budget Manager 274	3,829,197
2018 Bond Interest Income	<u>477,554</u>
	<u><b>8,525,256</b></u>

<b><u>CONTINGENCY CURRENTLY AVAILABLE:</u></b>	
(a) 2018 Bond Contingency Unallocated	\$ 4,218,505
(b) 2018 Erate Proceeds Reserved for Budget Manager 274	\$ 3,829,197
(b) 2018 Bond Interest Income	<u>477,554</u>
	<u><b>\$ 8,525,256</b></u>

**UNISSUED DEBT**

Note: Currently there is \$55,730,000 of unissued bond proceeds

**FORT BEND ISD - BOND FUNDS**  
**Interim Statement of Budget and Expenses**  
 March 31,2025

<b>2023 BOND FUND:</b>	<b>Original Budget</b>	<b>Bond Proceeds</b>	<b>Encumbrances</b>	<b>Expenses</b>	<b>Unspent Proceeds</b>	<b>Status &amp; Comments</b>	<b>Est Compl Date</b>
<b><u>CAMPUS REBUILD</u></b>							
BRIARGATE ELEM - Rebuild BP001	48,263,993	53,963,993	22,986,808	27,649,558	3,327,627	Construction Phase in progress, Project SC scheduled for June 2025.	
MISSION BEND ELEM - Rebuild BP002	48,263,994	51,763,994	12,965,735	35,286,524	3,511,735	Construction Phase in progress, Project SC scheduled for June 2025.	
CHS - Rebuild BP003	237,025,533	255,025,533	218,117,548	7,854,264	29,053,721	Construction Phase in progress, Phase 1 SC scheduled for May 2027.	
<b><u>NEW CONSTRUCTION:</u></b>							
FHE - ELEM #56 BP004	20,355,024	26,155,024	11,613,275	8,848,630	5,693,119	Construction phase on progress,SC scheduled for July 2025	
MS #16 - BP005	87,293,936	91,293,936	56,184,143	23,436,783	11,673,009	Construction phase in progress.SC scheduled for May 2026	
ELEM #55 - BP006	50,810,920	3,239,183	3,239,183	-	-	Project is on hold	
Natorium III BP007 2023 Proposition C	22,900,000	22,900,000	1,612,673	-	21,287,327	Schematic design phase in progress	
TRANS SE - Transportation Fac BP008	23,014,687	3,820,285	3,521,543	298,742	-	Design development documents received. Project on hold;	
<b><u>BP009 BPE Renovations</u></b>							
BPE - Renovations	10,908,394	10,908,394	23,269	10,221,822	663,303	Close-out in progress	
<b><u>BP10 Turf &amp; Athletics</u></b>							
	27,529,222	26,538,407	1,494,164	485,867	24,558,376	50% Construction Documents phase in progress;MHS,RPHS & THS descoped from BP010 & will be covered under BP012.	
<b><u>BP011 Athletic Renovations</u></b>							
	10,308,301	10,308,301	8,652,901	497,940	1,157,460	Construction phase I in progress; Campus SC scheduled for July 2026.	
<b><u>BP012 Athletic Renovations</u></b>							
	27,759,125	28,749,940	1,499,115	356,376	26,894,449	Design Development phase in progress	
<b><u>BP013 Kitchen Renovations</u></b>							
	23,125,091	23,125,091	1,153,721	1,675,862	20,295,508	50% construction documents in progress.	
<b><u>BP014 Kitchen Renovations</u></b>							
	21,662,292	21,662,292	16,861,060	2,006,821	2,794,411	Construction phase in progress. SC scheduled for March. 2026	93
<b><u>BP015 Exterior Signage</u></b>							
	466,830	466,830	-	-	466,830	Pre-Design phase in progress	
<b><u>BP016 FF&amp;E Package</u></b>							
	20,250,105	20,250,105	2,780,900	6,321,522	11,147,683	Construction Phase-4 campuses; Procurement Phase-3 campuses; Pre-Design Phase - 7 campuses	
<b><u>BP017 Triplex Renovations</u></b>							
TRIPLEX - Renovations	10,243,647	9,243,647	6,000,256	367,953	2,875,438	NTP issued. Construction Phase in Progress.	
<b><u>BP018 Flooring</u></b>							
	8,130,881	8,130,881	177,130	2,133,068	5,820,683	Construction phase 2 to start in summer of 2025	
<b><u>BP019 Playgrounds &amp; Outdoors</u></b>							
	7,940,092	7,940,092	746,667	6,910,321	283,104	SC 2/ 2025; Project close out in progress. BRE on hold until further notice.	
<b><u>BP020 Interior Renovations</u></b>							
	18,616,702	18,616,702	9,934,936	762,468	7,919,298	Construction phase in progress. SC scheduled for January 2026	
<b><u>BP021 Renovations</u></b>							
	10,963,489	10,963,489	8,756,211	697,277	1,510,001	Construction Phase in progress; construction phase completed at QVE; SC scheduled for 7/2025	
<b><u>BP022 Gym Renovations/Addition</u></b>							
	16,094,910	16,094,910	1,017,772	71,449	15,005,689	Design development phase in progress.	
<b><u>BP023 CVME Foundation Repairs</u></b>							
CVME - Foundation Repairs	9,032,022	9,032,022	-	-	9,032,022	Pre-Design phase in progress	
<b><u>BP024 Façade Upgrade/Renovate</u></b>							
	24,877,763	19,677,763	7,099,507	2,789,812	9,788,444	Construction in progress; SC scheduled 7/2025; RME & TWE on hold	
<b><u>BP025 Trans Renovations</u></b>							
	11,543,890	11,543,890	365,488	487,881	10,690,521	Construction NTP issued;SC scheduled for 7/2026	
<b><u>BP026 Misc Renovations</u></b>							
	7,125,715	6,125,715	520,900	314,667	5,290,148	Construction NTP issued; SC scheduled for 2/2026; EGE, LGE & JSEon hold	
<b><u>BP027 RR Renovations</u></b>							
	15,218,272	15,218,272	11,876,533	1,862,421	1,479,318	Construction Phase in progress; Substantial Completion scheduled for 6/2026	
<b><u>BP028 Renovations</u></b>							
DHS - Renovations	15,608,205	15,093,776	12,622,418	710,007	1,761,351	Construction Phase in progress; Substantial Completion scheduled June 2027	
DMS - Renovations	4,184,651	4,699,080	3,980,023	186,139	532,918		
<b><u>BP029 Renovations</u></b>							
MHS - Renovations	27,699,094	25,199,094	19,222,961	1,122,290	4,853,843	Construction phase in progress, SC scheduled for October 2026	
<b><u>BP030 Renovations</u></b>							
WHS - Renovations	19,071,557	19,071,557	1,001,438	176,724	17,893,395	Design Development phase in progress	
<b><u>BP031 Renovations</u></b>							

FORT BEND ISD - BOND FUNDS  
Interim Statement of Budget and Expenses  
March 31, 2025

2023 BOND FUND:	Original Budget	Bond Proceeds	Encumbrances	Expenses	Unspent Proceeds	Status & Comments	Est Compl Date
BHS - Renovations	19,753,705	19,753,705	600,018	648,807	18,504,881	Procurement phase in progress	
<b>BP032 Renovations</b>							
HHS - Renovations	14,672,500	14,672,500	1,125,554	436,678	13,110,268	100% construction documents in progress; JOC contract to replace chiller in progress	
<b>BP033 Fine Arts Renovations</b>	22,321,831	22,321,831	1,249,863	211,300	20,860,668	Design development phase in progress	
<b>BP034 Roofing Pkg</b>	26,106,628	21,106,628	12,597,133	2,315,402	6,194,093	Construction in progress; SC scheduled 5/2026	
<b>BP035 Intercom System Pkg</b>	8,584,313	8,584,313	89,885	8,545	8,485,883	Pre-Design phase in progress	
<b>BP036 Sitework Pkg 1</b>	10,251,953	10,251,953	-	-	10,251,953	Design development phase in progress	
<b>BP037 Sitework Pkg 2</b>	7,189,759	7,189,759	523,078	-	6,666,681	Design development phase in progress	
<b>BP038 Sitework Pkg 3</b>	5,866,061	5,866,061	307,737	118,830	5,439,494	Design development phase in progress	
<b>BP039 HVAC/MEP East Zone 1</b>	9,612,985	9,612,985	270,718	388,009	8,954,258	Procurement in progress	
<b>BP040 HVAC/MEP East Zone 2</b>	8,877,351	8,477,351	6,784,819	406,007	1,286,525	Construction Phase in progress; SC scheduled 8/2025; BRE on hold	
<b>BP041 HVAC/MEP East Zone 3</b>	7,965,264	7,965,264	568,061	-	7,397,203	90% Construction Documents Phase in progress	
<b>BP042 HVAC/MEP East Central 1</b>	9,468,247	11,468,247	9,411,787	403,657	1,652,803	Construction Phase in progress; SC scheduled 7/2026	
<b>BP043 HVAC/MEP East Central 2</b>	10,127,916	11,827,916	9,605,089	407,619	1,815,208	Construction Phase in progress; SC scheduled 8/2026	94
<b>BP044 HVAC/MEP West Central 1</b>	7,110,499	9,110,499	6,999,294	1,251,422	859,783	Construction in progress; SC scheduled 8/2025	
<b>BP045 HVAC/MEP West Central 2</b>	14,196,384	14,196,384	11,370,422	606,635	2,219,327	Construction in progress; Substantial Completion scheduled 9/2026	
<b>BP046 HVAC/MEP West 1</b>	3,712,131	5,712,131	112,756	171,560	5,427,815	BOT approval received 3/2025-Construction contract execution in progress	
<b>BP047 HVAC/MEP West 2</b>	7,969,206	7,969,206	538,628	-	7,430,578	Design development phase in progress	
<b>BP048 HVAC/MEP West 3</b>	6,925,087	6,925,087	-	-	6,925,087	Pre-Design phase in progress	
<b>BP049 HVAC/MEP</b>	6,071,384	6,071,384	1,619,623	297,359	4,154,402	Construction in progress, SC scheduled 7/2026	
<b>BP050 Drinking Fountains</b>	3,230,000	3,230,000	134,972	279,653	2,815,376	Construction phase I in progress; SC scheduled 3/2025	
<b>BP051 Cameras &amp; Monitors</b>	546,849	546,849	-	-	546,849	Pre-Design phase in progress	
<b>BP052 Life Safety Systems</b>	6,610,337	6,299,512	236,500	-	6,063,012	50% Construction Documents Phase in progress	
<b>BP053 Stage Curtains</b>	435,086	435,086	10,000	277,092	147,994	Financial Close-out in progress	
<b>BP054 Exterior Lighting</b>	3,307,487	3,307,487	200,340	79,478	3,027,669	100% construction documents in progress	
<b>BP055 Sound System Package</b>	2,000,700	2,000,700	60,313	43,675	1,896,712	100% Construction Documents Phase in progress.	
<b>BP0098</b>	12,250,000	52,257,554	115,262	726,930	51,415,362		
D&C Space Planning		-	-	-	-		
Facilities Power Correction		750,000	-	-	750,000		
Fine Arts Instruments		2,000,000	115,262	726,930	1,157,808		
Life Safety Upgrades		500,000	-	-	500,000		
2023 Bond Program Contingency		49,007,554	-	-	49,007,554	Interest earned on bond proceed investments	
2023 Interest Inc Contingency	-	-	-	-	-		
<b>BP0099</b>	15,370,000	15,370,000	3,564,530	7,018,409	4,787,061		
Security Cameras		3,050,000	309,298	689,397	2,051,305		
Police Vehicles		1,020,000	43,930	944,343	31,727	Vehicle quotes coming in high	
Floor Mounted Door Locks		200,000	-	-	200,000		
Std Weapons & Response Kits		200,000	-	23,844	176,156		
Emergency Notification System		175,000	-	-	175,000		
Safety & Security Contingency		1,000,000	-	-	1,000,000		

**FORT BEND ISD - BOND FUNDS**  
**Interim Statement of Budget and Expenses**  
 March 31, 2025

	Original Budget	Bond Proceeds	Encumbrances	Expenses	Unspent Proceeds	Status & Comments	Est Compl Date
<b>2023 BOND FUND:</b>							
Buses		4,350,000	2,684,944	1,470,000	195,056	30 Buses ordered	
Transportation Vehicles		320,000	-	-	320,000		
District Wide - White Fleet		4,055,000	526,358	2,975,856	552,786		
Transportation Smart Tag		1,000,000	-	914,969	85,031		
<b>Technology Support</b>	<b>66,908,000</b>	<b>66,908,000</b>	<b>10,240,273</b>	<b>22,633,114</b>	<b>34,034,613</b>		
Colocation Data Center		1,512,000	-	1,293,580	218,420	Cloud DR/BC in progress. PeopleSoft now fully backed up to Azure.	
Secondary Firewall		543,375	-	-	543,375	2025 refresh plan. SLCGP grant being applied for to assist with this project.	
UPS Refresh		3,034,500	191	122	3,034,187	2025 refresh plan. Item in on the 2/24/2025 BOT Agenda	
SIP Migration		1,840,480	-	38,544	1,801,936	Project underway	
Phone Refresh		606,900	31,361	227,508	348,031	Project underway	
Analog Line Replacement		10,500	-	-	10,500	2025 refresh plan	
Districtwide Network Refresh		56,589,245	10,208,721	20,275,582	26,104,942	In Progress. ES LAN gear ordered. Last months balance was \$35.5M)	Spring 2026
DC Network Refresh		1,713,748	-	688,651	1,025,097	In Progress	
DC Server/Storage Refresh		939,252	-	-	939,252	Planning to start during 2024-25 SY	
DC UPS Refresh		118,000	-	109,126	8,874	Project completed 2/6/2025. Working on close out.	
<b>2023- Proposition B</b>	<b>52,470,000</b>	<b>52,939,365</b>	<b>962,726</b>	<b>18,220,635</b>	<b>33,756,004</b>		
Classroom Toolset Refresh		42,447,000	953,726	17,768,198	23,725,076	In Progress	Spring 2027
Classroom Toolset-CTE Refresh		5,666,000	-	102,453	5,563,547	Planning to start during 2025-26 SY	
Staff Refresh - AIO		416,977	-	-	416,977	Planning to start during 2024-25 SY	
Staff Refresh - Laptop/Desktop		3,940,023	9,000	349,984	3,581,039	Planning to start during 2026-2027 SY	
Interest Income		469,365	-	-	469,365		
<b>2023 BOND TOTAL:</b>	<b>1,256,200,000</b>	<b>1,259,199,956</b>	<b>525,327,661</b>	<b>200,484,001</b>	<b>533,388,294</b>		

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**CONTINGENCY CURRENTLY AVAILABLE:**

2023 Bond Construction Savings	49,007,554
2023 Bond Interest Income	-
	<u>49,007,554</u>

<b>CONTINGENCY CURRENTLY AVAILABLE:</b>	
(a) 2018 Bond Contingency Unallocated	\$ 49,007,554
(b) 2018 Bond Interest Income	-
	<u>\$ 49,007,554</u>

**UNISSUED DEBT**

Note: Currently there is \$1,076,200,000 of unissued bond proceeds

**FORT BEND ISD**  
**EXTENDED LEARNING PROGRAM**  
Interim Statement of Revenues and Expenditures  
March 31, 2025

**Current Year, YTD**  
**July 2024 - March 2025**

**Prior Year, YTD**  
**July 2023 - March 2024**

	Current Year, YTD July 2024 - March 2025				Prior Year, YTD July 2023 - March 2024		
	Adjusted Budget	Actual	Remaining Budget	Percentage Recognized/ Expended	Adjusted Budget	Actual	Percentage Recognized/ Expended
<b>REVENUE</b>							
57xx Local revenue	\$ 10,125,100	\$ 8,884,695	\$ 1,240,405	88%	\$ 9,750,000	\$ 7,463,475	77%
Total Revenue	10,125,100	8,884,695	1,240,405	88%	9,750,000	7,463,475	77%
<b>EXPENDITURES BY FUNCTION</b>							
Plant, maintenance & operation	71,000	50,255	20,745	71%	75,000	50,991	68%
Community Services	8,419,899	6,027,634	2,392,266	72%	8,074,000	5,238,762	65%
	8,490,899	6,077,889	2,413,011	72%	8,149,000	5,289,753	65%
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,634,201	2,806,806			1,601,000	2,173,722	
7xxx Other financing sources	20,000	17,749	2,251	89%	-	17,007	
8xxx (Other financing uses)	(1,600,000)	-	(1,600,000)	0%	(2,500,000)	-	0%
Net Change	54,201	2,824,555			(899,000)	2,190,729	
Fund Balance Beginning 06/30/2024		311,452					
Fund Balance Ending 03/31/2025		3,136,007					
<b>EXPENDITURES BY MAJOR OBJECT</b>							
61xx Payroll Costs	\$ 6,005,911	\$ 4,780,685	\$ 1,225,226	80%	\$ 5,979,000	\$ 4,251,335	71%
62xx Purchased and contracted services	1,885,115	866,788	1,018,327	46%	1,340,000	618,735	46%
63xx Supplies and Materials	124,228	101,973	22,255	82%	275,000	68,189	25%
64xx Other operating expenditures	475,646	328,443	147,203	69%	555,000	351,495	63%
Total Expenditures	\$ 8,490,900	\$ 6,077,889	\$ 2,413,011	72%	\$ 8,149,000	\$ 5,289,754	65%

**FORT BEND ISD  
FACILITY RENTAL**

Interim Statement of Revenues and Expenditures  
March 31, 2025

**Current Year, YTD  
July 2024 - March 2025**

**Prior Year, YTD  
July 2023 - March 2024**

		<b>Current Year, YTD July 2024 - March 2025</b>				<b>Prior Year, YTD July 2023 - March 2024</b>		
		<b>Adjusted Budget</b>	<b>Actual</b>	<b>Remaining Budget</b>	<b>Percentage Recognized/ Expended</b>	<b>Adjusted Budget</b>	<b>Actual</b>	<b>Percentage Recognized/ Expended</b>
<b>REVENUE</b>								
57xx	Local revenue	\$ 909,200	\$ 726,656	\$ 182,544	80%	\$ 659,200	\$ 653,933	99%
	Total Revenue	909,200	726,656	182,544	80%	659,200	653,933	99%
<b>EXPENDITURES BY FUNCTION</b>								
	General administration	32	2,195	(2,162)	6791%	-	-	
	Plant, maintenance & operation	95,000	105,237	(10,237)	111%	143,188	120,828	84%
	Community Services	432,668	278,661	154,006	64%	414,012	246,260	59%
	Facilities acquisition	700,000	26,176	673,824	4%	-	-	
		1,227,700	412,269	815,431	34%	557,200	367,088	66%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	(318,500)	314,387			102,000	286,845	
7xxx	Other financing sources	-	96,968	(96,968)		-	173,009	
8xxx	(Other financing uses)	(337,000)	(1,250,000)	913,000	371%	(1,400,000)	-	0%
	Net Change	(655,500)	(838,645)			(1,298,000)	459,854	
	Fund Balance Beginning 06/30/2024		3,409,697					
	Fund Balance Ending 03/31/2025		2,571,052					
<b>EXPENDITURES BY MAJOR OBJECT</b>								
61xx	Payroll Costs	\$ 393,368	\$ 302,206	\$ 91,162	77%	\$ 488,400	\$ 304,187	62%
62xx	Purchased and contracted services	120,332	79,681	40,651	66%	55,300	62,178	112%
63xx	Supplies and Materials	6,000	4,000	2,000	67%	1,000	-	0%
64xx	Other operating expenditures	13,000	26,382	(13,382)	203%	12,500	723	6%
66xx	Capital Outlay	\$ 695,000	\$ -	\$ 695,000	0%	\$ -	\$ -	
	Total Expenditures	1,227,700	412,269	815,431	34%	557,200	367,088	66%

**FORT BEND ISD**  
**INTERNAL SERVICE FUNDS**

Interim Statement of Revenues, Expenditures and Changes in Net Position  
 March 31, 2025

	Current Year, YTD July 2024 - March 2025					Prior Year, YTD July 2023 - March 2024				
	Print Shop Fund	Health Insurance Fund	Workers Comp. Fund	Unemploy- ment Fund	Technology Fund	Print Shop Fund	Health Insurance Fund	Workers Comp. Fund	Unemploy- ment Fund	Technology Fund
<b>REVENUE</b>										
57xx Local revenue	\$ 380,250	\$ 53,825,869	\$ 1,913,374	\$ 1,219,410	\$ 604,570	\$ 464,953	\$ 54,880,688	\$ 1,864,040	\$ 1,190,905	\$ -
Total Revenue	<u>380,250</u>	<u>53,825,869</u>	<u>1,913,374</u>	<u>1,219,410</u>	<u>604,570</u>	<u>464,953</u>	<u>54,880,688</u>	<u>1,864,040</u>	<u>1,190,905</u>	<u>-</u>
<b>EXPENDITURES BY MAJOR OBJECT</b>										
61xx Payroll costs	288,421	720,085	194,114	39,544	-	288,564	566,825	148,484	37,220	-
62xx Purchased and contracted services	145,459	4,585,050	157,725	-	9,999	248,196	6,756,740	180,047	-	3,125
63xx Supplies and materials	77,169	16,975	-	74	-	116,261	5,316	-	-	808
64xx Other operating expenditures	97,312	61,094,553	1,366,729	23,845	40,414	73,671	54,913,628	937,406	-	21,820
65xx Debt service	12,732	-	-	-	-	10,232	-	-	-	-
Total Expenditures	<u>621,093</u>	<u>66,416,663</u>	<u>1,718,568</u>	<u>63,463</u>	<u>50,413</u>	<u>736,924</u>	<u>62,242,509</u>	<u>1,265,937</u>	<u>37,220</u>	<u>25,753</u>
Operating Income (Loss)	<u>(240,843)</u>	<u>(12,590,794)</u>	<u>194,806</u>	<u>1,155,947</u>	<u>554,157</u>	<u>(271,971)</u>	<u>(7,361,821)</u>	<u>598,103</u>	<u>1,153,685</u>	<u>(25,753)</u>
Earnings from investments	-	22,093	49,119	9,559	18,095	-	176,857	172,500	60,052	9,523
Other financing sources/uses	-	-	-	-	-	-	-	-	-	1,000
Transfers in (out)	-	500,000	-	(500,000)	-	-	2,000,000	-	-	-
Change in Net Position	<u>(240,843)</u>	<u>(12,068,701)</u>	<u>243,925</u>	<u>665,506</u>	<u>572,252</u>	<u>(271,971)</u>	<u>(5,184,964)</u>	<u>770,603</u>	<u>1,213,737</u>	<u>(15,230)</u>
Total Net Position - Beginning	<u>28,820</u>	<u>(265,560)</u>	<u>82,884</u>	<u>151,104</u>	<u>140,604</u>	<u>(9,516)</u>	<u>2,363,446</u>	<u>218,401</u>	<u>1,078,361</u>	<u>292,978</u>
Total Net Position - Ending	<u>\$ (212,023)</u>	<u>\$ (12,334,260)</u>	<u>\$ 326,809</u>	<u>\$ 816,610</u>	<u>\$ 712,856</u>	<u>\$ (281,487)</u>	<u>\$ (2,821,518)</u>	<u>\$ 989,004</u>	<u>\$ 2,292,098</u>	<u>\$ 277,748</u>

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The Internal Service Funds do not have a budget

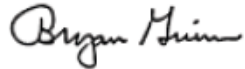
**Fort Bend ISD  
Investment Report  
7/1/2024 - 3/31/2025**

This report summarizes the investment position of Fort Bend ISD for the period 7/1/2024 - 3/31/2025

	7/1/2024	3/31/2025
Book Value	\$550,741,958	\$566,990,387
Market Value	\$550,741,958	\$566,990,387

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Fort Bend ISD is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Fort Bend ISD.

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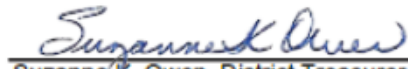
\_\_\_\_\_  
Bryan Guinn, Chief Financial Officer



\_\_\_\_\_  
Kelly Schlacks, Executive Director of Finance



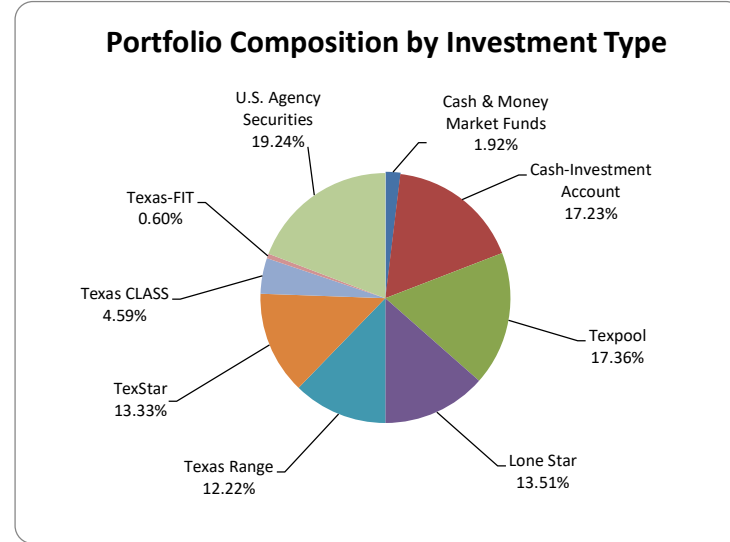
\_\_\_\_\_  
[JUAN ZAMORA Apr 8, 2025 08:44 CDT]  
Juan Zamora, Director of Finance



\_\_\_\_\_  
Suzanne K. Owen, District Treasurer

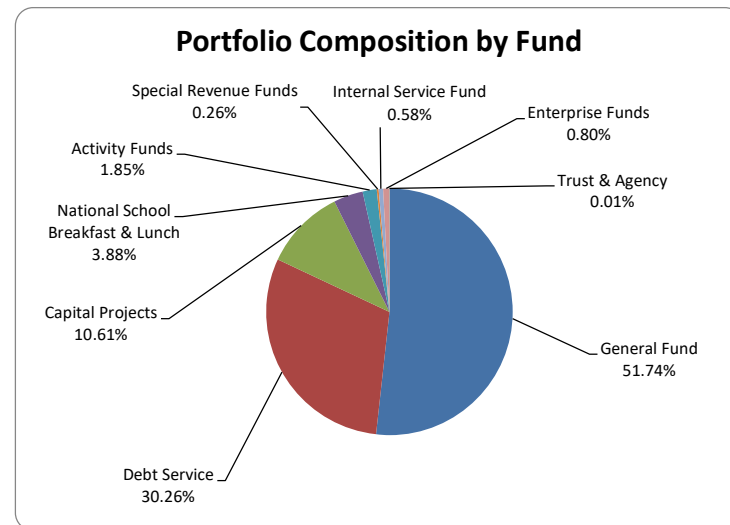
**Fort Bend ISD  
Portfolio Composition by Investment Type  
March 31, 2025**

<u>Description</u>	<u>Market Value</u> <u>Amount</u>
Cash & Money Market Funds	\$ 10,894,574
Cash-Investment Account	97,695,195
Texpool	98,407,697
Lone Star	76,597,754
Texas Range	69,271,137
TexStar	75,579,469
Texas CLASS	26,018,517
Texas-FIT	3,426,953
U.S. Agency Securities	109,099,091
	<u>\$ 566,990,387</u>



**Fort Bend ISD  
Portfolio Composition by Fund  
March 31, 2025**

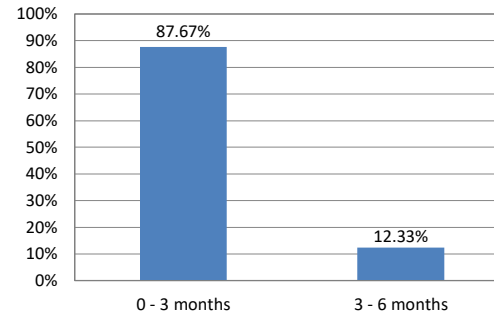
<u>Description</u>	<u>Market Value</u> <u>Amount</u>
General Fund	\$ 293,353,168
Debt Service	171,575,198
Capital Projects	60,172,833
Non-Governmental Funds	
National School Breakfast & Lunch	21,988,444
Activity Funds	10,508,445
Special Revenue Funds	1,500,307
Internal Service Fund	3,295,976
Enterprise Funds	4,561,516
Trust & Agency	34,500
	<u>\$ 566,990,387</u>



**Fort Bend ISD  
Maturity Schedule  
March 31, 2025**

<u>Investment Period</u>	<u>% of Portfolio</u>	<u>Par Value</u>
0 - 3 months	87.67%	\$ 497,891,296
3 - 6 months	12.33%	70,000,000
	100.00%	\$ 567,891,296

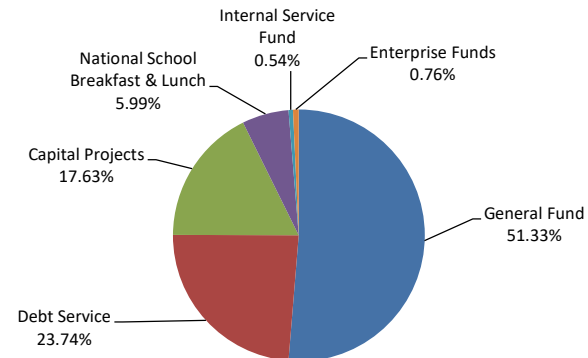
**Maturity Schedule at Par Value**



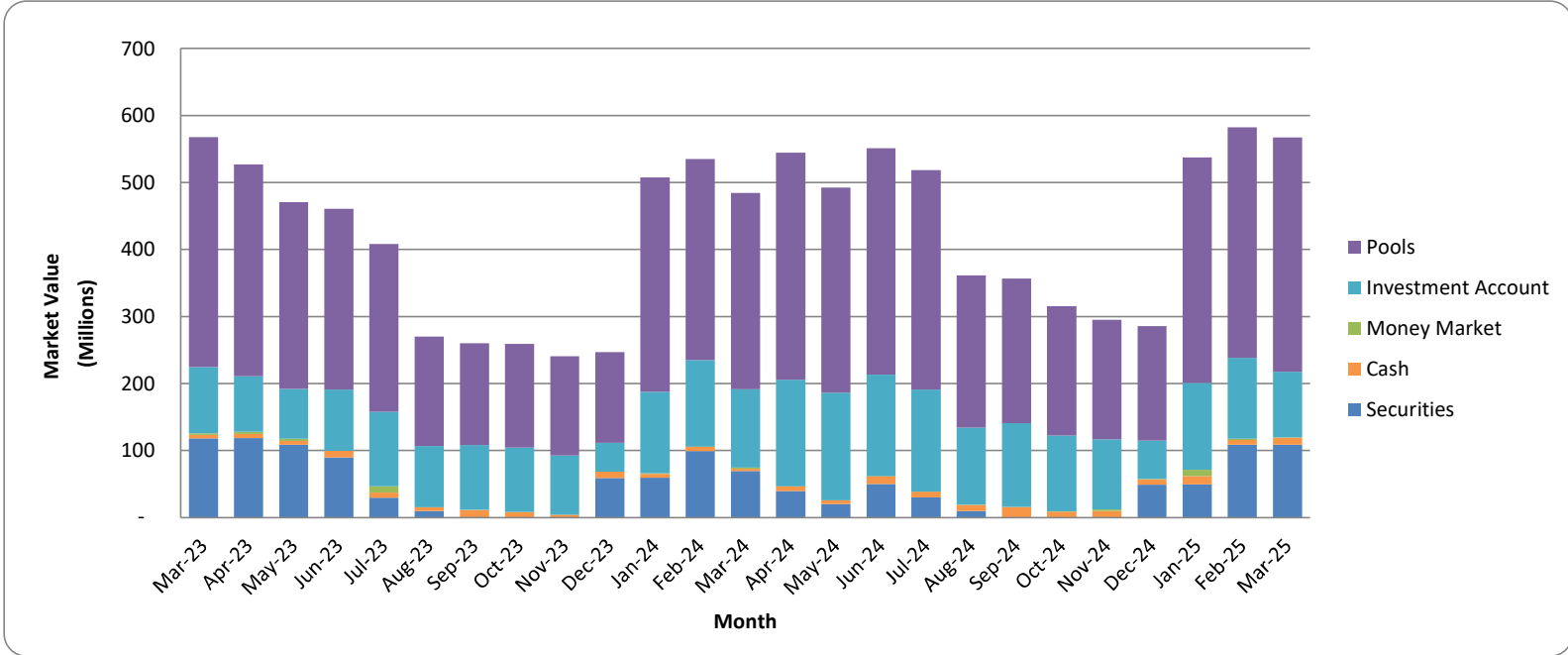
**Fort Bend ISD  
Investment Income (YTD)  
March 31, 2025**

<u>Description</u>	<u>Interest Income (YTD)</u>
General Fund	\$ 7,721,206
Debt Service	3,571,239
Capital Projects	2,652,248
National School Breakfast & Lunch	901,698
Internal Service Fund	80,771
Enterprise Funds	114,717
	\$ 15,041,879

**Interest Income (YTD)**



## Fort Bend ISD - Portfolio Value by Type March 31, 2025



**FBISD Portfolio Position  
March 31, 2025**

Fund	CUSIP/Description	Type	Rating	Institution or Broker	Purchase Date	Market Value 6/30/2024	Par Value 3/31/2025	Total Cost Purchased	Book Value 3/31/2025	Market Value 3/31/2025	Yield to Maturity	Maturity Date	Days to Maturity	Int Accr to Date
<b>GENERAL OPERATING FUND</b>														
	Prosperity Bank	Cash		Prosperity Bank	05/31/12	\$ 3,512,217	\$ 5,432,798	\$ 5,432,798	\$ 5,432,798	\$ 5,432,798	0.35	Open	1	\$ -
	Investment Account	Investment Account		Prosperity Bank	12/31/17	150,840,425	97,695,195	97,695,195	97,695,195	97,695,195	4.34	Open	1	-
	Fund 199 - Money Mkt	Money Market		Prosperity Bank	03/19/20	7,979	8,034	8,034	8,034	8,034	0.80	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>154,360,621</b>	<b>103,136,027</b>	<b>103,136,027</b>	<b>103,136,027</b>	<b>103,136,027</b>				<b>-</b>
	Fund 199 - LoneStar	Investment Pool	AAA	LoneStar	09/01/01	1,061,819	35,044,563	35,044,563	35,044,563	35,044,563	4.33	05/01/25	31	-
	Fund 199 - TexFIT	Investment Pool	AAA	Texas FIT	01/01/24	1,841,023	1,907,944	1,907,944	1,907,944	1,907,944	4.28	05/06/25	36	-
	Fund 199 - TexPool	Investment Pool	AAA	TexPool	09/01/01	19,556,633	16,570,605	16,570,605	16,570,605	16,570,605	4.34	05/08/25	38	-
	Fund 199 - TexStar	Investment Pool	AAA	TexStar	04/26/10	1,396,760	44,005,703	44,005,703	44,005,703	44,005,703	4.35	05/09/25	39	-
	Fund 199 - Texas Range	Investment Pool	AAA	Texas Range	10/07/09	6,133,564	35,344,524	35,344,524	35,344,524	35,344,524	4.35	05/01/25	31	-
	Fund 199 - TexasCLASS	Investment Pool	AAA	TexasCLASS	07/01/16	14,708,468	17,494,402	17,494,402	17,494,402	17,494,402	4.44	05/18/25	48	-
<b>INVESTMENT POOL TOTAL</b>						<b>44,698,267</b>	<b>150,367,741</b>	<b>150,367,741</b>	<b>150,367,741</b>	<b>150,367,741</b>	<b>4.35</b>		<b>36</b>	<b>-</b>
	313385EY8	FHLB Discount Note		FHN Financial	02/12/25	-	20,000,000	19,821,611	19,925,800	19,925,800	4.32	04/29/25	29	-
	313385EZ5	FHLB Discount Note		Mischler Financial	02/12/25	-	20,000,000	19,819,264	19,923,600	19,923,600	4.32	04/30/25	30	-
<b>FHLB Discount Note Total</b>						<b>-</b>	<b>40,000,000</b>	<b>39,640,875</b>	<b>39,849,400</b>	<b>39,849,400</b>	<b>4.32</b>		<b>60</b>	<b>-</b>
<b>GENERAL OPERATING FUND TOTALS</b>						<b>199,058,888</b>	<b>293,503,768</b>	<b>293,144,643</b>	<b>293,353,168</b>	<b>293,353,168</b>	<b>4.27</b>		<b>20</b>	<b>-</b>
<b>103</b>														
<b>DEBT SERVICE FUND</b>														
	Prosperity Bank	Cash		Prosperity Bank	05/31/12	419	12	12	12	12	0.35	Open	1	-
	Fund 599 - Money Mkt	Money Market		Prosperity Bank	05/31/12	15,208	1,004,636	1,004,636	1,004,636	1,004,636	3.20	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>15,627</b>	<b>1,004,648</b>	<b>1,004,648</b>	<b>1,004,648</b>	<b>1,004,648</b>				<b>-</b>
	Fund 599 - LoneStar	Investment Pool	AAA	LoneStar	09/01/01	19,423,938	31,534,060	31,534,060	31,534,060	31,534,060	4.33	05/01/25	31	-
	Fund 599 - TexFIT	Investment Pool	AAA	Texas FIT	01/01/24	1,441,857	1,519,009	1,519,009	1,519,009	1,519,009	4.28	05/06/25	36	-
	Fund 599 - TexPool	Investment Pool	AAA	TexPool	09/01/01	9,507,426	16,642,171	16,642,171	16,642,171	16,642,171	4.34	05/08/25	38	-
	Fund 599 - TexStar	Investment Pool	AAA	TexStar	04/27/10	20,853,860	25,947,508	25,947,508	25,947,508	25,947,508	4.35	05/09/25	39	-
	Fund 599 - Texas Range	Investment Pool	AAA	Texas Range	02/09/17	25,902,129	17,153,996	17,153,996	17,153,996	17,153,996	4.35	05/01/25	31	-
	Fund 599 - TexasCLASS	Investment Pool	AAA	TexasCLASS	01/04/10	24,897,408	8,524,115	8,524,115	8,524,115	8,524,115	4.44	05/18/25	48	-
<b>INVESTMENT POOL TOTAL</b>						<b>102,026,618</b>	<b>101,320,859</b>	<b>101,320,859</b>	<b>101,320,859</b>	<b>101,320,859</b>	<b>4.35</b>		<b>36</b>	<b>-</b>
	313384A58	FHLB Discount Note		FHN Financial	06/05/24	19,895,400	-	-	-	-		08/02/24		-
	313384ZW2	FHLB Discount Note		Hilltop Securities	06/05/24	9,957,900	-	-	-	-		07/26/24		-
	313384ZW2	FHLB Discount Note		FHN Financial	06/05/24	9,957,900	-	-	-	-		07/26/24		-
	313385HZ2	FHLB Discount Note		Hilltop Securities	12/20/24	-	10,000,000	9,766,832	9,880,400	9,880,400	4.28	07/11/25	102	-
	313385JW7	FHLB Discount Note		FHN Financial	12/20/24	-	10,000,000	9,743,644	9,857,900	9,857,900	4.27	08/01/25	123	-
	313385KD7	FHLB Discount Note		FHN Financial	02/12/25	-	10,000,000	9,794,483	9,850,000	9,850,000	4.33	08/08/25	130	-
<b>FHLB Discount Note Total</b>						<b>39,811,200</b>	<b>30,000,000</b>	<b>29,304,960</b>	<b>29,588,300</b>	<b>29,588,300</b>	<b>4.29</b>		<b>118</b>	<b>-</b>
	912797GL5	Treasury Bill		Hilltop Securities	06/06/24	9,899,570	-	-	-	-		09/05/24		-
	912797MG9	Treasury Bill		Hilltop Securities	12/20/24	-	15,000,000	14,610,533	14,782,772	14,782,772	4.21	08/07/25	129	-
	912797MG9	Treasury Bill		Hilltop Securities	02/13/25	-	10,000,000	9,795,833	9,855,181	9,855,181	4.35	08/07/25	129	-
	91282CHN4	Treasury Bill		FHN Financial	12/20/24	-	15,000,000	15,044,531	15,023,438	15,023,438	4.25	07/31/25	122	118,094
<b>Treasury Total</b>						<b>9,899,570</b>	<b>40,000,000</b>	<b>39,450,897</b>	<b>39,661,391</b>	<b>39,661,391</b>	<b>4.27</b>		<b>127</b>	<b>118,094</b>
<b>AGENCY SECURITIES TOTAL</b>						<b>49,710,770</b>	<b>70,000,000</b>	<b>68,755,857</b>	<b>69,249,691</b>	<b>69,249,691</b>				<b>118,094</b>
<b>DEBT SERVICE FUND TOTALS</b>						<b>151,753,015</b>	<b>172,325,507</b>	<b>171,081,363</b>	<b>171,575,198</b>	<b>171,575,198</b>	<b>4.31</b>		<b>71</b>	<b>118,094</b>
<b>CAPITAL PROJECTS FUNDS</b>														
	Prosperity Bank	Cash		Prosperity Bank	05/31/12	285,836	57,645	57,645	57,645	57,645	0.35	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>285,836</b>	<b>57,645</b>	<b>57,645</b>	<b>57,645</b>	<b>57,645</b>	<b>0.35</b>			<b>-</b>

**FBISD Portfolio Position  
March 31, 2025**

Fund	CUSIP/Description	Type	Rating	Institution or Broker	Purchase Date	Market Value 6/30/2024	Par Value 3/31/2025	Total Cost Purchased	Book Value 3/31/2025	Market Value 3/31/2025	Yield to Maturity	Maturity Date	Days to Maturity	Int Accr to Date
Fund 666 - TexPool		Investment Pool	AAAm	TexPool	10/11/23	31,585	-	-	-	-	4.35	05/08/25	38	-
Fund 666 - TexStar		Investment Pool	AAAm	TexStar	05/08/24	16,601,885	29	29	29	29	4.35	05/09/25	39	-
Fund 667 - TexPool		Investment Pool	AAAm	TexPool	11/30/24	-	6,901,785	6,901,785	6,901,785	6,901,785	4.34	05/08/25	38	-
Fund 673 - TexPool		Investment Pool	AAAm	TexPool	06/21/23	132,254	2,324	2,324	2,324	2,324	4.34	05/08/25	38	-
Fund 674 - TexPool		Investment Pool	AAAm	TexPool	11/30/24	-	333,619	333,619	333,619	333,619	4.34	05/08/25	38	-
Fund 681 - LoneStar		Investment Pool	AAAm	LoneStar	12/20/23	16,371,557	-	-	-	-	4.34	05/01/25	31	-
Fund 681 - TexPool		Investment Pool	AAAm	TexPool	09/28/23	24,446	-	-	-	-	4.35	05/08/25	38	-
Fund 681 - TexasCLASS		Investment Pool	AAAm	TexasCLASS	05/01/24	15,116,077	-	-	-	-	4.48	05/18/25	48	-
Fund 682 - LoneStar		Investment Pool	AAAm	LoneStar	06/26/24	25,058,276	226	226	226	226	4.33	05/01/25	31	-
Fund 682 - TexPool		Investment Pool	AAAm	TexPool	06/26/24	18,013,128	-	-	-	-	4.35	05/08/25	38	-
Fund 683 - TexPool		Investment Pool	AAAm	TexPool	06/26/24	6,004,376	-	-	-	-	4.35	05/08/25	38	-
Fund 683 - TexStar		Investment Pool	AAAm	TexStar	06/26/24	25,708,746	8	8	8	8	4.35	05/09/25	39	-
Fund 684 - TexPool		Investment Pool	AAAm	TexPool	06/26/24	10,007,293	5,000,982	5,000,982	5,000,982	5,000,982	4.34	05/08/25	38	-
Fund 684 - Texas Range		Investment Pool	AAAm	Texas Range	06/26/24	15,281,086	2,618,865	2,618,865	2,618,865	2,618,865	4.35	05/01/25	31	-
Fund 685 - TexPool		Investment Pool	AAAm	TexPool	02/21/25	-	45,257,350	45,257,350	45,257,350	45,257,350	4.34	05/08/25	38	-
<b>INVESTMENT POOL TOTAL</b>						<b>148,350,706</b>	<b>60,115,188</b>	<b>60,115,188</b>	<b>60,115,188</b>	<b>60,115,188</b>	<b>4.34</b>		<b>38</b>	<b>-</b>
<b>CAPITAL PROJECTS FUNDS TOTALS</b>						<b>148,636,542</b>	<b>60,172,833</b>	<b>60,172,833</b>	<b>60,172,833</b>	<b>60,172,833</b>	<b>4.34</b>		<b>38</b>	<b>-</b>
<hr/>														
<b>NON-MAJOR GOVERNMENTAL FUNDS</b>														<b>104</b>
<b>NATIONAL SCHOOL BREAKFAST AND LUNCH</b>														
Prosperity Bank		Cash		Prosperity Bank	05/31/12	1,786,835	268,464	268,464	268,464	268,464	0.35	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>1,786,835</b>	<b>268,464</b>	<b>268,464</b>	<b>268,464</b>	<b>268,464</b>	<b>0.35</b>			<b>-</b>
Fund 240 - TexPool		Investment Pool	AAAm	TexPool	09/01/01	698,862	4,411,156	4,411,156	4,411,156	4,411,156	4.34	05/08/25	38	-
Fund 240 - TexStar		Investment Pool	AAAm	TexStar	12/13/23	10,301,416	5,624,966	5,624,966	5,624,966	5,624,966	4.35	05/09/25	39	-
Fund 240 - Texas Range		Investment Pool	AAAm	Texas Range	02/08/23	14,072,737	11,683,858	11,683,858	11,683,858	11,683,858	4.35	05/01/25	31	-
<b>INVESTMENT POOL TOTAL</b>						<b>25,073,015</b>	<b>21,719,980</b>	<b>21,719,980</b>	<b>21,719,980</b>	<b>21,719,980</b>	<b>4.35</b>		<b>34</b>	<b>-</b>
<b>NATIONAL SCHOOL BREAKFAST AND LUNCH TOTALS</b>						<b>26,859,850</b>	<b>21,988,444</b>	<b>21,988,444</b>	<b>21,988,444</b>	<b>21,988,444</b>	<b>4.30</b>		<b>34</b>	<b>-</b>
<hr/>														
<b>ACTIVITY FUNDS</b>														
Prosperity Bank		Cash		Prosperity Bank	02/28/15	598,360	815,370	815,370	815,370	815,370	0.35	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>598,360</b>	<b>815,370</b>	<b>815,370</b>	<b>815,370</b>	<b>815,370</b>	<b>0.35</b>			<b>-</b>
Fund 461 - TexPool		Investment Pool	AAAm	TexPool	09/01/01	332,460	344,603	344,603	344,603	344,603	4.34	05/08/25	38	-
Fund 461 - LoneStar		Investment Pool	AAAm	LoneStar	12/12/12	3,516,467	4,509,014	4,509,014	4,509,014	4,509,014	4.33	05/01/25	31	-
Fund 465 - LoneStar		Investment Pool	AAAm	LoneStar	12/12/12	3,559,471	4,839,458	4,839,458	4,839,458	4,839,458	4.33	05/01/25	31	-
<b>INVESTMENT POOL TOTAL</b>						<b>7,408,398</b>	<b>9,693,075</b>	<b>9,693,075</b>	<b>9,693,075</b>	<b>9,693,075</b>	<b>4.33</b>		<b>31</b>	<b>-</b>
<b>ACTIVITY FUNDS TOTALS</b>						<b>8,006,758</b>	<b>10,508,445</b>	<b>10,508,445</b>	<b>10,508,445</b>	<b>10,508,445</b>	<b>4.02</b>		<b>29</b>	<b>-</b>
<hr/>														
<b>SPECIAL REVENUE FUNDS</b>														
Prosperity Bank		Cash		Prosperity Bank	07/01/24	2,263,751	1,500,307	1,500,307	1,500,307	1,500,307	0.35	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>2,263,751</b>	<b>1,500,307</b>	<b>1,500,307</b>	<b>1,500,307</b>	<b>1,500,307</b>	<b>0.35</b>			<b>-</b>
<b>SPECIAL REVENUE FUNDS TOTALS</b>						<b>2,263,751</b>	<b>1,500,307</b>	<b>1,500,307</b>	<b>1,500,307</b>	<b>1,500,307</b>	<b>0.35</b>		<b>1</b>	<b>-</b>
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<b>CASH AND DEPOSITS TOTAL</b>						<b>4,648,946</b>	<b>2,584,141</b>	<b>2,584,141</b>	<b>2,584,141</b>	<b>2,584,141</b>				<b>-</b>
<b>INVESTMENT POOL TOTAL</b>						<b>32,481,413</b>	<b>31,413,055</b>	<b>31,413,055</b>	<b>31,413,055</b>	<b>31,413,055</b>				<b>-</b>
<b>NON-MAJOR GOVERNMENTAL FUNDS TOTALS</b>						<b>37,130,359</b>	<b>33,997,196</b>	<b>33,997,196</b>	<b>33,997,196</b>	<b>33,997,196</b>				<b>-</b>
<hr/>														
<b>INTERNAL SERVICE FUNDS</b>														
Prosperity Bank		Cash		Prosperity Bank	05/31/12	3,676,307	1,540,380	1,540,380	1,540,380	1,540,380	0.35	Open	1	-

**FBISD Portfolio Position  
March 31, 2025**

Fund	CUSIP/Description	Type	Rating	Institution or Broker	Purchase Date	Market Value 6/30/2024	Par Value 3/31/2025	Total Cost Purchased	Book Value 3/31/2025	Market Value 3/31/2025	Yield to Maturity	Maturity Date	Days to Maturity	Int Accr to Date
<b>CASH AND DEPOSITS TOTAL</b>						<b>3,676,307</b>	<b>1,540,380</b>	<b>1,540,380</b>	<b>1,540,380</b>	<b>1,540,380</b>	<b>0.35</b>			-
Fund 753 - TexPool		Investment Pool	AAAm	TexPool	02/27/14	2,000,263	118	118	118	118	4.34	05/08/25	38	-
Fund 753 - TexStar		Investment Pool	AAAm	TexStar	09/30/13	1,831,793	1,255	1,255	1,255	1,255	4.35	05/09/25	39	-
Fund 753 - Texas Range		Investment Pool	AAAm	Texas Range	10/28/14	8,019	1,788	1,788	1,788	1,788	4.35	05/01/25	31	-
Fund 771 - LoneStar		Investment Pool	AAAm	LoneStar	12/18/14	1,987,235	-	-	-	-	4.34	05/01/25	31	-
Fund 771 - TexPool		Investment Pool	AAAm	TexPool	02/21/14	1,212,478	348,030	348,030	348,030	348,030	4.34	05/08/25	38	-
Fund 774 - TexPool		Investment Pool	AAAm	TexPool	02/21/14	1,799	701,873	701,873	701,873	701,873	4.34	05/08/25	38	-
Fund 780 - LoneStar		Investment Pool	AAAm	LoneStar	10/29/14	112,465	670,433	670,433	670,433	670,433	4.33	05/01/25	31	-
Fund 780 - TexPool		Investment Pool	AAAm	TexPool	10/29/14	132	32,099	32,099	32,099	32,099	4.34	05/08/25	38	-
<b>INVESTMENT POOL TOTAL</b>						<b>7,154,184</b>	<b>1,755,596</b>	<b>1,755,596</b>	<b>1,755,596</b>	<b>1,755,596</b>	<b>4.34</b>		<b>35</b>	-
<b>INTERNAL SERVICE FUNDS TOTALS</b>						<b>10,830,491</b>	<b>3,295,976</b>	<b>3,295,976</b>	<b>3,295,976</b>	<b>3,295,976</b>	<b>2.47</b>		<b>19</b>	-
<b>ENTERPRISE FUNDS</b>														
ENT - Prosperity Bank		Cash		Prosperity Bank	06/30/15	157,532	122,976	122,976	122,976	122,976	0.35	Open	0	-
EXTL - Prosperity Bank		Cash		Prosperity Bank	05/31/12	32,670	109,452	109,452	109,452	109,452	0.35	Open	0	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>190,202</b>	<b>232,428</b>	<b>232,428</b>	<b>232,428</b>	<b>232,428</b>	<b>0.35</b>			-
Fund 711- Texas Range		Investment Pool	AAAm	Texas Range	03/21/16	1,431	2,468,106	2,468,106	2,468,106	2,468,106	4.35	05/01/25	31	-
Fund 712- TexPool		Investment Pool	AAAm	TexPool	07/11/18	3,094,540	1,630,982	1,630,982	1,630,982	1,630,982	4.34	05/08/25	38	105
Fund 713- TexPool		Investment Pool	AAAm	TexPool	07/11/18	-	230,000	230,000	230,000	230,000	4.34	05/08/25	38	-
<b>INVESTMENT POOL TOTAL</b>						<b>3,095,971</b>	<b>4,329,088</b>	<b>4,329,088</b>	<b>4,329,088</b>	<b>4,329,088</b>	<b>4.35</b>		<b>34</b>	-
<b>ENTERPRISE FUNDS TOTALS</b>						<b>3,286,173</b>	<b>4,561,516</b>	<b>4,561,516</b>	<b>4,561,516</b>	<b>4,561,516</b>	<b>4.14</b>		<b>32</b>	-
<b>FIDUCIARY FUNDS (TRUST &amp; AGENCY FUNDS)</b>														
Prosperity Bank		Cash		Prosperity Bank	05/31/12	46,490	34,500	34,500	34,500	34,500	0.35	Open	1	-
<b>CASH AND DEPOSITS TOTAL</b>						<b>46,490</b>	<b>34,500</b>	<b>34,500</b>	<b>34,500</b>	<b>34,500</b>	<b>0.35</b>			-
<b>FIDUCIARY FUNDS (TRUST &amp; AGENCY FUNDS) TOTALS</b>						<b>46,490</b>	<b>34,500</b>	<b>34,500</b>	<b>34,500</b>	<b>34,500</b>	<b>0.35</b>		<b>1</b>	-
<b>TOTAL PORTFOLIO</b>						<b>\$ 550,741,958</b>	<b>\$ 567,891,296</b>	<b>\$ 566,288,028</b>	<b>\$ 566,990,387</b>	<b>\$ 566,990,387</b>	<b>4.26</b>		<b>39</b>	<b>\$118,094</b>

						Portfolio %	Policy %
Cash	\$ 12,360,417	\$ 9,881,904	\$ 9,881,904	\$ 9,881,904	\$ 9,881,904	1.74%	
Investment Account	150,840,425	97,695,195	97,695,195	97,695,195	97,695,195	17.23%	
Money Market	23,187	1,012,670	1,012,670	1,012,670	1,012,670	0.18%	
<b>TOTAL CASH AND DEPOSITS</b>	<b>163,224,029</b>	<b>108,589,769</b>	<b>108,589,769</b>	<b>108,589,769</b>	<b>108,589,769</b>	<b>19.15%</b>	60.00%
Investment Pool	337,807,159	349,301,527	349,301,527	349,301,527	349,301,527	61.61%	
<b>TOTAL INVESTMENT POOLS</b>	<b>337,807,159</b>	<b>349,301,527</b>	<b>349,301,527</b>	<b>349,301,527</b>	<b>349,301,527</b>	<b>61.61%</b>	65.00%
FHLB Discount Note	39,811,200	70,000,000	68,945,835	69,437,700	69,437,700	12.25%	
Treasury Bill	9,899,570	40,000,000	39,450,897	39,661,390	39,661,391	7.00%	
<b>TOTAL AGENCY SECURITIES</b>	<b>49,710,770</b>	<b>110,000,000</b>	<b>108,396,732</b>	<b>109,099,091</b>	<b>109,099,091</b>	<b>19.24%</b>	60.00%
<b>TOTAL PORTFOLIO</b>	<b>\$ 550,741,958</b>	<b>\$ 567,891,296</b>	<b>\$ 566,288,028</b>	<b>\$ 566,990,387</b>	<b>\$ 566,990,387</b>		

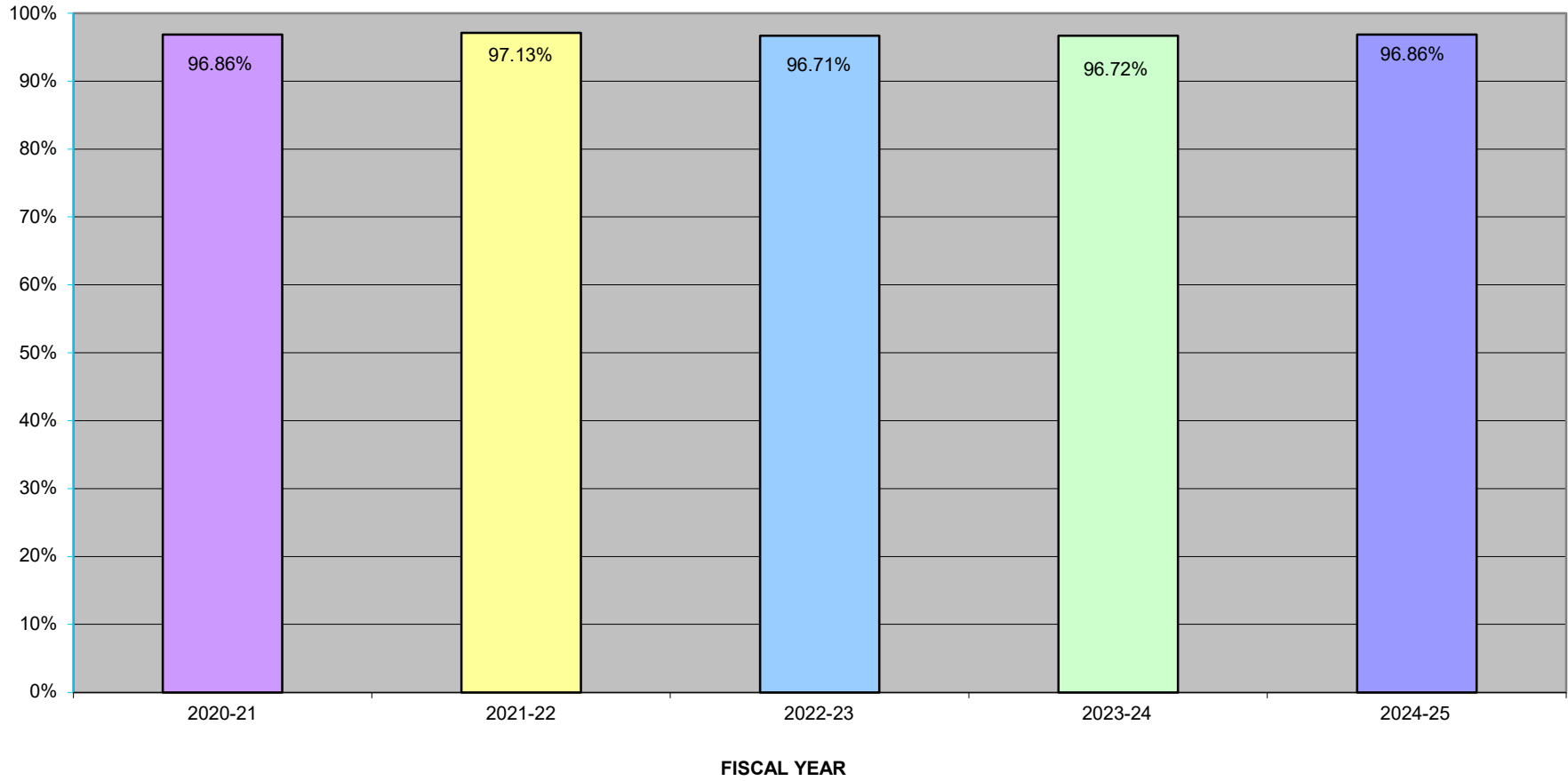
Notes:

Sub-totals may not add up correctly since pennies are not shown but are utilized when calculating totals.

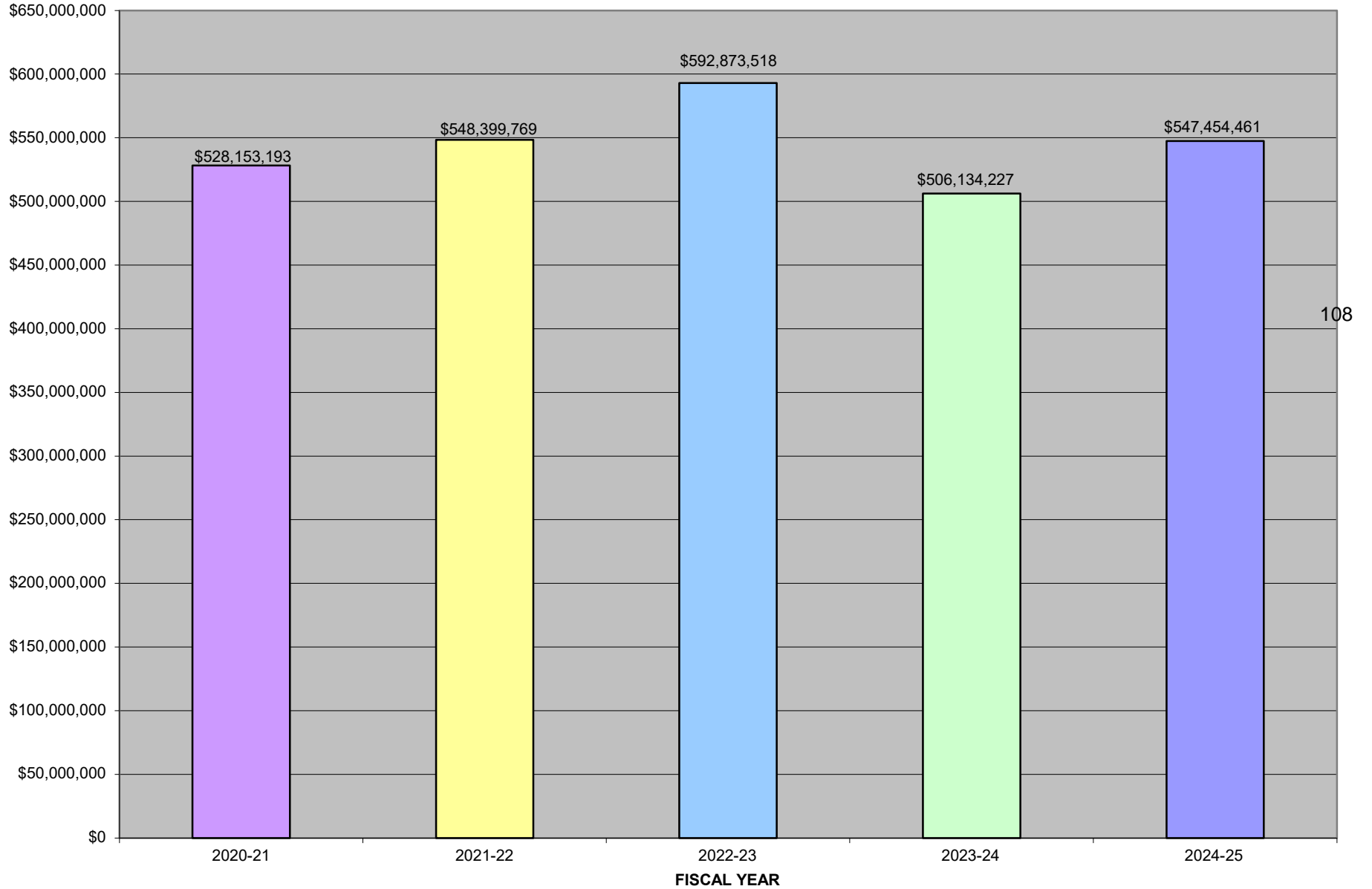
**Fort Bend Independent School District  
Tax Collection Report**

<b>CURRENT YEAR LEVY</b>	<b>As Of March 31st:</b>	<b>2025</b>		<b>2024</b>	
	<b>TAX YEAR:</b>	<b>2024</b>		<b>2023</b>	
ORIGINAL TAX LEVY		\$ 573,460,558.83		\$ 522,056,862.09	
ADJUSTMENTS YEAR-TO DATE		\$ (8,269,730.16)	-1.44%	\$ 1,226,906.78	0.24%
ADJUSTED TAX LEVY		\$ 565,190,828.67		\$ 523,283,768.87	
CURRENT COLLECTIONS YEAR-TO-DATE		\$ 547,454,461.49	96.86%	\$ 506,134,227.17	96.72%
CURRENT TAXES OUTSTANDING		\$ 17,736,367.18	3.14%	\$ 17,149,541.70	3.28%
<b>PRIOR YEARS LEVY:</b>					
REMAINING PRIOR YEARS TAX LEVY		\$ 15,654,501.51		\$ 19,127,903.50	
REMAINING PRIOR YEARS ADJUSTMENT YEAR-TO-DATE		\$ (8,069,271.75)		\$ (5,620,884.14)	
PRIOR YEARS ADJUSTED TAX LEVY		\$ 7,585,229.76		\$ 13,507,019.36	
PRIOR YEARS COLLECTIONS YEAR-TO-DATE		\$ (1,041,118.51)	-13.73%	\$ 2,827,454.80	20.93%
PRIOR YEARS OUTSTANDING YEAR-TO-DATE		\$ 8,626,348.27	113.73%	\$ 10,679,564.56	79.07%
<b>PENALTY &amp; INTEREST COLLECTED:</b>					
CURRENT COLLECTED YEAR-TO-DATE		\$ 942,020.71		\$ 848,375.97	
DELINQUENT COLLECTED YEAR-TO-DATE		\$ 1,378,312.79		\$ 1,370,349.64	

**FORT BEND INDEPENDENT SCHOOL DISTRICT  
ANALYSIS OF CURRENT YEAR LEVY COLLECTIONS**  
This graph depicts the percentage of each years taxes collected through  
March 31st of the first year of collections



**FORT BEND INDEPENDENT SCHOOL DISTRICT  
ANALYSIS OF CURRENT YEAR LEVY COLLECTIONS**  
This graph depicts the current year levy collected through  
March 31st of the first year of collections



FORT BEND ISD  
CASH FLOW PROJECTIONS 2024-2025  
GENERAL OPERATING FUND

	July '24 Actuals	August '24 Actuals	September'24 Actuals	October '24 Actuals	November '24 Actual	December '24 Actual	January '25 Actual	February '25 Actual	March '25 Actual	April '25 Projected	May '25 Projected	June '25 Projected	FY2024-25 TOTALS
<b>Beginning Cash Balance in Bank &amp; Pools</b>	<b>\$ 201,322,639</b>	<b>\$ 181,370,456</b>	<b>\$ 159,915,744</b>	<b>\$ 166,613,939</b>	<b>\$ 158,490,400</b>	<b>\$ 139,291,943</b>	<b>\$ 133,511,955</b>	<b>\$ 303,358,991</b>	<b>\$ 340,877,288</b>	<b>\$ 293,353,168</b>	<b>\$ 248,229,670</b>	<b>\$ 200,469,232</b>	<b>\$ 201,322,639</b>
<b>RECEIPTS</b>													
Tax Collections	2,623,726	475,931	411,727	638,198	4,893,151	53,465,282	239,240,846	92,610,721	6,819,810	2,030,698	633,345	552,864	404,396,299
Interest Earnings - Investments	835,767	765,649	664,668	677,121	568,335	532,275	1,328,290	896,126	1,131,387	758,022	694,178	626,383	9,478,201
Other Revenue	57,879	314,581	659,269	584,850	631,331	749,386	148,829	271,090	425,195	250,000	250,000	250,000	4,592,411
State Revenue	51,030,434	60,742,728	67,124,628	61,823,777	30,818,310	7,109,958	1,621,813	1,620,428	5,701,335	21,101,783	15,426,039	26,615,744	350,736,976
Federal Revenue	204,954	14,530	841,885	218,003	594,445	268,366	203,991	3,339,420 <sup>(b)</sup>	254,464	250,000	250,000	200,000	6,640,058
<b>Total Receipts</b>	<b>54,752,760</b>	<b>62,313,419</b>	<b>69,702,177</b>	<b>63,941,948</b>	<b>37,505,572</b>	<b>62,125,267</b>	<b>242,543,769</b>	<b>98,737,785</b>	<b>14,332,191</b>	<b>24,390,502</b>	<b>17,253,562</b>	<b>28,244,990</b>	<b>775,843,944</b>
<b>DISBURSEMENTS</b>													
Gross Payroll	52,043,299	67,040,170	59,381,853	58,191,153	57,273,906	58,753,714	57,544,693	56,668,723	56,873,828	57,414,000	57,414,000	57,414,000	696,013,339
Payables Checks	13,545,727 <sup>(a)</sup>	10,180,152	6,742,669	11,685,241	10,322,363	8,106,705	9,092,751	9,514,803	7,369,476	7,600,000	7,600,000	8,600,000	110,359,887
<b>Total Disbursements</b>	<b>65,589,027</b>	<b>77,220,322</b>	<b>66,124,522</b>	<b>69,876,394</b>	<b>67,596,269</b>	<b>66,860,420</b>	<b>66,637,443</b>	<b>66,183,525</b>	<b>64,243,303</b>	<b>65,014,000</b>	<b>65,014,000</b>	<b>66,014,000</b>	<b>806,373,225</b>
<b>OTHER USES / TRANSFERS</b>													
Transfer from Enterprise Funds	-	-	-	-	-	1,250,000	-	-	-	-	-	-	1,250,000
Loan to/from Child Nutrition	-	8,097	(23,271)	49,803	(14,379)	28,065	22,186	42,310	24,770	-	-	-	137,580
Loan to/from Debt Service Fund	-	(203)	-	-	-	-	-	(50)	-	-	-	-	(253)
Loan to/from Enterprise Funds	(425,000)	429,884	1,012	20,311	20,319	24,509	20,217	17,998	16,353	-	-	-	125,603
Loan to/from Activity Funds	-	32,690	33,176	74,687	121,839	98,227	62,818	122,859	170,838	-	-	-	717,135
Loan to/from Internal Service Funds	(900,000)	864,061	120,981	17,354	(15,391)	(1,705,853)	(1,486,915)	(1,601,014)	1,822,125	-	-	-	(2,884,651)
Loan to/from Capital Project Funds	-	(1,800)	(113,082)	217,597	(716,847)	(1,536,133)	1,461,744	(406,445)	(11,519)	-	-	-	(1,106,485)
Loan to/from Special Revenue Funds	(7,790,917)	(7,880,538)	3,101,723	(2,568,846)	11,496,698	796,350	(6,139,340)	6,788,379	364,425	(4,500,000)	-	-	(6,332,065)
<b>Total Other Uses / Transfers</b>	<b>(9,115,917)</b>	<b>(6,547,809)</b>	<b>3,120,540</b>	<b>(2,189,094)</b>	<b>10,892,240</b>	<b>(1,044,835)</b>	<b>(6,059,289)</b>	<b>4,964,037</b>	<b>2,386,992</b>	<b>(4,500,000)</b>	<b>-</b>	<b>-</b>	<b>(8,093,136)</b>
<b>Net Change in Cash</b>	<b>(19,952,183)</b>	<b>(21,454,712)</b>	<b>6,698,195</b>	<b>(8,123,539)</b>	<b>(19,198,457)</b>	<b>(5,779,988)</b>	<b>169,847,036</b>	<b>37,518,297</b>	<b>(47,524,120)</b>	<b>(45,123,498)</b>	<b>(47,760,438)</b>	<b>(37,769,010)</b>	<b>(38,622,417)</b>
<b>Total Cash &amp; Investments Available</b>	<b>\$ 181,370,456</b>	<b>\$ 159,915,744</b>	<b>\$ 166,613,939</b>	<b>\$ 158,490,400</b>	<b>\$ 139,291,943</b>	<b>\$ 133,511,955</b>	<b>\$ 303,358,991</b>	<b>\$ 340,877,288</b>	<b>\$ 293,353,168</b>	<b>\$ 248,229,670</b>	<b>\$ 200,469,232</b>	<b>\$ 162,700,222</b>	<b>\$ 162,700,222</b>

NOTES:

(a) JUL 2024 - Includes \$7.6 million property insurance premium in Payables Checks

(b) FEB 2025 - Includes SHARS payment in Federal Revenue for two year catch up

FORT BEND ISD  
CASH FLOW PROJECTIONS 2024-2025  
NATIONAL SCHOOL BREAKFAST AND LUNCH

	July '24 Actuals	August '24 Actuals	September'24 Actual	October '24 Actual	November '24 Actual	December '24 Actual	January '25 Actual	February '25 Actual	March '25 Actual	April '25 Projected	May '25 Projected	June '25 Projected	TOTALS
<b>Beginning Cash Balance in Bank &amp; Pools</b>	<b>\$ 26,859,850</b>	<b>\$ 29,052,772</b>	<b>\$ 28,149,266</b>	<b>\$ 25,430,055</b>	<b>\$ 27,076,042</b>	<b>\$ 24,085,204</b>	<b>\$ 24,442,121</b>	<b>\$ 24,806,821</b>	<b>\$ 25,287,163</b>	<b>\$ 21,988,444</b>	<b>\$ 20,851,542</b>	<b>\$ 19,292,717</b>	<b>\$ 26,859,850</b>
<b>RECEIPTS</b>													
Investment Earnings	116,224	122,168	109,765	103,296	96,824	94,830	94,041	78,258	86,292	80,166	81,725	84,459	1,148,048
Other Revenue (Incl Athletics)	-	16,214	174,608	113,735	99,590	18,672	11,058	39,401	2,838	8,291	3,670	215	488,291
Meal Sales (Incl EXTL Invoices)	36,418	1,250,496	1,086,555	1,112,557	895,011	803,424	933,024	1,059,128	907,157	1,304,750	1,005,125	37,188	10,430,831
Federal Revenue	2,811,626	11,211	-	5,851,013	-	3,068,673	2,430,462	4,796,017	2,598	2,921,757	2,453,677	2,900,000	27,247,033
<b>Total Receipts</b>	<b>2,964,268</b>	<b>1,400,088</b>	<b>1,370,927</b>	<b>7,180,601</b>	<b>1,091,425</b>	<b>3,985,599</b>	<b>3,468,585</b>	<b>5,972,804</b>	<b>998,885</b>	<b>4,314,964</b>	<b>3,544,197</b>	<b>3,021,862</b>	<b>39,314,203</b>
<b>DISBURSEMENTS</b>													
Payroll	656,124	647,305	1,991,749	1,540,847	1,479,551	1,560,385	1,346,141	1,442,345	1,508,779	1,713,726	1,844,933	2,201,839	17,933,724
Accounts Payable	115,222	1,644,534	2,116,549	3,949,320	2,647,694	2,073,381	1,740,025	4,009,090	2,798,222	3,738,139	3,258,089	3,489,387	31,579,651
<b>Total Disbursements</b>	<b>771,346</b>	<b>2,291,839</b>	<b>4,108,297</b>	<b>5,490,167</b>	<b>4,127,245</b>	<b>3,633,766</b>	<b>3,086,165</b>	<b>5,451,435</b>	<b>4,307,002</b>	<b>5,451,865</b>	<b>5,103,022</b>	<b>5,691,226</b>	<b>49,513,374</b>
<b>OTHER USES / TRANSFERS</b>													
Intercompany Transactions-Activity Funds	-	-	900	1,130	1,916	9,720	5,147	478	7,028	-	-	-	26,319
Intercompany Transactions-Internal Service Fund	-	(3,659)	(6,548)	1,257	(3,401)	(117)	(681)	806	(476)	-	-	-	(12,820)
Intercompany Transactions-Special Revenue Fund	-	-	-	2,969	-	-	-	-	-	-	-	-	2,969
Intercompany Transactions-Enterprise Funds	-	-	-	-	32,090	23,546	-	-	27,615	-	-	-	-
Temporary Loan from/(repay) GOF	-	(8,096)	23,806	(49,803)	14,379	(28,065)	(22,186)	(42,310)	(24,770)	-	-	-	(137,043)
<b>Total Other Uses / Transfers</b>	<b>-</b>	<b>(11,755)</b>	<b>18,159</b>	<b>(44,447)</b>	<b>44,983</b>	<b>5,084</b>	<b>(17,720)</b>	<b>(41,026)</b>	<b>9,397</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(120,576)</b>
<b>Net Change in Cash</b>	<b>2,192,922</b>	<b>(903,506)</b>	<b>(2,719,211)</b>	<b>1,645,987</b>	<b>(2,990,837)</b>	<b>356,917</b>	<b>364,700</b>	<b>480,342</b>	<b>(3,298,720)</b>	<b>(1,136,901)</b>	<b>(1,558,825)</b>	<b>(2,669,364)</b>	<b>(10,319,748)</b>
<b>Total Cash &amp; Investments Available</b>	<b>\$ 29,052,772</b>	<b>\$ 28,149,266</b>	<b>\$ 25,430,055</b>	<b>\$ 27,076,042</b>	<b>\$ 24,085,204</b>	<b>\$ 24,442,121</b>	<b>\$ 24,806,821</b>	<b>\$ 25,287,163</b>	<b>\$ 21,988,444</b>	<b>\$ 20,851,542</b>	<b>\$ 19,292,717</b>	<b>\$ 16,623,353</b>	<b>\$ 16,540,102</b>

FORT BEND ISD  
CASH FLOW PROJECTIONS 2024-2025  
DEBT SERVICE FUND

	July '24 Actuals	August '24 Actuals	September'24 Actuals	October '24 Actuals	November '24 Actual	December '24 Actual	January '25 Actual	February '25 Actual	March '25 Actual	April '25 Projected	May '25 Projected	June '25 Projected	FY 2025 TOTALS
<b>Beginning Cash Balance in Bank &amp; Pools</b>	<b>\$ 151,753,015</b>	<b>\$ 145,818,599</b>	<b>\$ 41,255,424</b>	<b>\$ 41,184,123</b>	<b>\$ 41,560,203</b>	<b>\$ 62,609,365</b>	<b>\$ 82,609,077</b>	<b>\$ 167,667,961</b>	<b>\$ 168,650,774</b>	<b>\$ 171,575,198</b>	<b>\$ 173,432,057</b>	<b>\$ 171,640,175</b>	<b>\$ 151,753,015</b>
<b>RECEIPTS</b>													
Tax Collections	355,856	164,317	(112,500) <sup>(a)</sup>	215,523	1,844,510	20,130,067	90,117,144	34,812,063	2,567,516	1,316,786	380,436	321,596	152,113,315
Interest Earnings - Investments	606,146	418,866	222,956	171,856	189,505	16,472 <sup>(b)</sup>	422,623	876,555	527,074	540,073	536,602	522,059	5,050,788
State Revenue	34,045	8,199,999	-	-	19,043,647	-	-	-	-	-	-	-	27,277,691
<b>Total Receipts</b>	<b>996,047</b>	<b>8,783,182</b>	<b>110,456</b>	<b>387,380</b>	<b>21,077,662</b>	<b>20,146,539</b>	<b>90,539,767</b>	<b>35,688,618</b>	<b>3,094,590</b>	<b>1,856,859</b>	<b>917,039</b>	<b>843,655</b>	<b>184,441,794</b>
<b>DISBURSEMENTS</b>													
Debt Service	6,501,415	113,345,160	181,757	-	-	-	5,480,883	34,705,855	42,164	-	576,689	-	160,833,923
Payables Checks	(5,357)	1,400	-	11,300	28,500	146,827	-	-	128,002	-	2,132,232	122,164	2,565,067
<b>Total Disbursements</b>	<b>6,496,057</b>	<b>113,346,560</b>	<b>181,757</b>	<b>11,300</b>	<b>28,500</b>	<b>146,827</b>	<b>5,480,883</b>	<b>34,705,855</b>	<b>170,166</b>	<b>-</b>	<b>2,708,921</b>	<b>122,164</b>	<b>163,398,990</b>
<b>OTHER USES / TRANSFERS</b>													
Loan to/(from) General Operating Fund	434,407	(203)	-	-	-	-	-	(50)	-	-	-	-	434,154
<b>Total Other Uses / Transfers</b>	<b>434,407</b>	<b>(203)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(50)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>434,154</b>
<b>Net Change in Cash</b>	<b>(5,934,417)</b>	<b>(104,563,175)</b>	<b>(71,301)</b>	<b>376,080</b>	<b>21,049,162</b>	<b>19,999,712</b>	<b>85,058,884</b>	<b>982,813</b>	<b>2,924,424</b>	<b>1,856,859</b>	<b>(1,791,882)</b>	<b>721,491</b>	<b>20,608,650</b>
<b>Total Cash &amp; Investments Available</b>	<b>\$ 145,818,599</b>	<b>\$ 41,255,424</b>	<b>\$ 41,184,123</b>	<b>\$ 41,560,203</b>	<b>\$ 62,609,365</b>	<b>\$ 82,609,077</b>	<b>\$ 167,667,961</b>	<b>\$ 168,650,774</b>	<b>\$ 171,575,198</b>	<b>\$ 173,432,057</b>	<b>\$ 171,640,175</b>	<b>\$ 172,361,666</b>	<b>\$ 172,361,666</b>

NOTES:

- (a) SEPT 2024 - Includes payment to Fort Bend County for refund to tax payer for lawsuit settlement in Tax Collections
- (b) DEC 2024 - Includes accrued interest paid on purchased security in Interest Earnings - Investments

## Fort Bend ISD

General Fund

Interfunction Transfer Details (Month-to-Date)

March 1, 2025 through March 28, 2025

Journal Description	Jrnl Amt (Exps +)
<b>F000111304 - transfer justification: not all funds spent in clinic food/ snacks, science supplies, reading supplies; transfer to cover funds spent in counselor account</b>	
11 - Instruction	-177.15
31 - Guidance Counseling Evaluation	372.34
33 - Health Services	-195.19
<b>F000111305 - transfer justification: tech moving fee not spent, not all reading books spent, not all music books spent &amp; not all PE spent; transfer to PD contract services, speakers</b>	
11 - Instruction	-302.99
13 - Curriculum Development	302.99
<b>F000111307 - justification transfer: not all 3rd funds spent; transfer to admin travel</b>	
11 - Instruction	-300.00
23 - School Leadership	300.00
<b>F000111308 - justification transfer: not all 4th grade funds spent; transfer to counselor funds spent</b>	
11 - Instruction	-31.49
31 - Guidance Counseling Evaluation	31.49
<b>F000111309 - transfer justification: not all gen supplies &amp; region4 spent; transfer to admin travel/ conference funds spent. Also, campus movie license fee will come out of 461 student activity funds; transfer to admin travel</b>	
11 - Instruction	-600.00
23 - School Leadership	600.00
<b>F000111310 - transfer justification: not all gen supplies spent; transfer to staff PD travel funds</b>	
11 - Instruction	-3,400.00
13 - Curriculum Development	3,400.00
<b>F000111316 - Move monies to cover expenses for 50th Celebration</b>	
11 - Instruction	-2,000.00
23 - School Leadership	2,000.00
<b>F000111330 - Transfer funds to cover cost of registration for teacher training</b>	
13 - Curriculum Development	100.00
23 - School Leadership	-100.00
<b>F000111338 - Justification for transfer: There are insufficient funds in function 34 to cover the cost of the TransAct Communications- Travel Tracker for \$23,910. I am transferring funds from function 71 to 34.</b>	
34 - Student Transportation	21,411.69
71 - Debt Service	-21,411.69
<b>F000111346 - Reallocating funds to another account to have more resources</b>	
11 - Instruction	-2,000.00
12 - Instructional Resources Media	2,000.00
<b>F000111358 - Transfer funds from 199.11.6399.00.054.2025.11.054 in the amount of 2500.00 to fund 199.51.6399.00.054.2025.99.054 to purchase tables for art.</b>	
11 - Instruction	-2,500.00
51 - Plant, Maintenance & Operation	2,500.00
<b>F000111360 - Transfer funds from function 51 to function 53</b>	
51 - Plant, Maintenance & Operation	-98,700.00
53 - Data Processing	98,700.00
<b>F000111376 - balance budget strings</b>	
11 - Instruction	-950.07
13 - Curriculum Development	625.77

23 - School Leadership	324.30
31 - Guidance Counseling Evaluation	0.00
33 - Health Services	0.00
52 - Security And Monitoring	0.00
<b>F00011377 - Transferring funds to principal budget</b>	
23 - School Leadership	1,000.00
52 - Security And Monitoring	-1,000.00
<b>F00011379 - Transfer needed to balance budget</b>	
11 - Instruction	-87.00
36 - Co Curricular Extracurricular	87.00
<b>F00011385 - balance budget strings/end of year budget expenses</b>	
11 - Instruction	1,168.24
51 - Plant, Maintenance & Operation	-655.00
52 - Security And Monitoring	-513.24
<b>F00011386 - Transfer funds from 199.11.6394.00.054.2025.24.054 in the amount of 188.41 to fund 199.11.6399.00.054.2025..054 to correct negative balance.</b>	
11 - Instruction	0.00
<b>F00011394 - Transfer funds from one sub object to cover costs in another.</b>	
41 - General Administration	-653.00
51 - Plant, Maintenance & Operation	653.00
<b>F00011407 - TRANSFER MONEY TO COVER EXPENSE TAKEN FROM INCORRECT BUDGET</b>	
23 - School Leadership	113.06
31 - Guidance Counseling Evaluation	-113.06
<b>F00011411 - TRANSFER UNUSED FUNDS TO COVER NEGATIVE BALANCES</b>	
23 - School Leadership	1,750.00
51 - Plant, Maintenance & Operation	-1,750.00
<b>F00011427 -</b>	
11 - Instruction	600.00
12 - Instructional Resources Media	-600.00
<b>F00011430 - Transfer funds to cover deficits in various budget strings.</b>	
11 - Instruction	0.00
12 - Instructional Resources Media	0.00
13 - Curriculum Development	0.00
33 - Health Services	0.00
51 - Plant, Maintenance & Operation	0.00
<b>F00011433 - Transfer funds to remove negative balance and to add funds to cover cost of items purchased</b>	
11 - Instruction	-200.00
52 - Security And Monitoring	200.00
<b>F00011439 - Nurse needs to place one more order, a lot of disinfection and issues this year so more materials needed. Transferring some funds for last order.</b>	
11 - Instruction	-100.00
33 - Health Services	100.00
<b>F00011451 - justification: We are requesting a transfer of funds from 6399, 6342, and 6495 to 6499 to increase the budget. This adjustment is necessary to ensure sufficient funding for our students.</b>	
11 - Instruction	128.98
23 - School Leadership	-13.98
31 - Guidance Counseling Evaluation	-115.00
<b>F00011452 - Justification: I am requesting a transfer of funds from General Fund 6399 to cover the negative balance in 6399. This adjustment is necessary to ensure budget compliance and maintain financial stability within the account</b>	
11 - Instruction	-158.28
13 - Curriculum Development	158.28

**F000111453 - I am requesting a transfer of funds from General Fund 6399 to 6411 to cover principal travel expenses. This adjustment is necessary to ensure adequate funding for professional development and administrative travel needs.**

11 - Instruction	-1,300.00
23 - School Leadership	1,300.00

**F000111457 - Clearing up negative accounts**

41 - General Administration	-13,000.00
51 - Plant, Maintenance & Operation	13,000.00

**F000111467 - Transfer funds to take away negative balance. Also, transfer funds to campus budget to purchase end of year items for teachers.**

11 - Instruction	514.00
33 - Health Services	-194.00
52 - Security And Monitoring	-320.00

**F000111470 - Justification for transfer: There are insufficient funds in function 51 to cover the Zonar Systems - GPS Tracking for \$68,669.74. I am submitting a budget transfer from function 71 to function 51 to cover the remaining balance.**

51 - Plant, Maintenance & Operation	39,569.14
71 - Debt Service	-39,569.14

**F000111474 - Transfer of funds to purchase championship banners for the gyms**

11 - Instruction	2,500.00
51 - Plant, Maintenance & Operation	-2,500.00

**F000111477 - Transfer funds to purchase clinic supplies.**

11 - Instruction	-150.00
33 - Health Services	150.00

**F000111479 - Transfer needed to balance budget**

11 - Instruction	-1,290.00
36 - Co Curricular Extracurricular	1,290.00

**F000111505 - Transfer is needed to balance budget**

11 - Instruction	-733.95
36 - Co Curricular Extracurricular	733.95

**F000111511 - Transfer funds to purchase Raptor visitor badges**

11 - Instruction	-160.00
52 - Security And Monitoring	160.00

**F000111520 - balancing budget**

11 - Instruction	-556.11
13 - Curriculum Development	556.11

**F000111521 - balancing budget**

11 - Instruction	-1,905.76
23 - School Leadership	1,905.76

**F000111522 - balancing budget**

11 - Instruction	-1,905.76
23 - School Leadership	1,905.76

**F000111524 - balancing budget**

11 - Instruction	-50.01
23 - School Leadership	50.01

**F000111525 - balancing budget**

11 - Instruction	-675.09
23 - School Leadership	675.09

**F000111536 - Transferring to cover deficits.**

11 - Instruction	0.00
13 - Curriculum Development	0.00

**F000111555 - Transfer funds to function 33. The clinic is in need of supplies and does not have enough funds left in function 33 to purchase everything needed.**

11 - Instruction	-560.00
33 - Health Services	560.00
<b>F000111557 - REGION 4 CCC TRAINING- SHOULD HAVE COME FROM 199.13.6239.00.132.2025.11.132</b>	
13 - Curriculum Development	-95.00
23 - School Leadership	95.00
<b>F000111585 - Transferring funds to cover cost of addition walkie talkies needed.</b>	
11 - Instruction	-1,670.00
52 - Security And Monitoring	1,670.00
<b>F000111597 - fixing negative balances</b>	
11 - Instruction	0.00
13 - Curriculum Development	-1,600.00
23 - School Leadership	2,600.00
31 - Guidance Counseling Evaluation	-500.00
52 - Security And Monitoring	-500.00
<b>F000111602 - Transfer funds to purchase visitor badges</b>	
11 - Instruction	-100.00
52 - Security And Monitoring	100.00
<b>F000111607 - Transfer remaining balance from various functions to function 33 for year-end supplies and materials</b>	
33 - Health Services	500.00
52 - Security And Monitoring	-500.00
<b>F000111611 -</b>	
11 - Instruction	829.73
13 - Curriculum Development	-829.73
<b>F000111627 - Transfer for transportation expenses to balance</b>	
11 - Instruction	0.00
<b>F000111634 - fixing negative balances</b>	
11 - Instruction	0.00
23 - School Leadership	0.00
<b>F000111644 -</b>	
11 - Instruction	-800.00
23 - School Leadership	800.00
<b>F000111646 - Transfer funds from 199.11.6118.00.054.2025.11.054 in the amount of 1000.00 to fund 199.51.6399.00.054.2025.99.054 to make a purchase.</b>	
11 - Instruction	-1,000.00
51 - Plant, Maintenance & Operation	1,000.00
<b>F000111677 - Transfer funds to cover purchase of end of year trophies.</b>	
23 - School Leadership	2,110.72
36 - Co Curricular Extracurricular	501.00
52 - Security And Monitoring	-2,611.72
<b>F000111680 - Transfer funds to cover clinic audiometer</b>	
23 - School Leadership	-39.00
33 - Health Services	39.00
<b>F000111692 - transfer funds to cover student badge supplies</b>	
13 - Curriculum Development	-600.00
52 - Security And Monitoring	600.00
<b>F000111698 - Transfer additional funds to purchase visitor badges</b>	
11 - Instruction	-150.00
52 - Security And Monitoring	150.00
<b>F000111699 - Purchased pulled from incorrect speed line</b>	
11 - Instruction	0.00

13 - Curriculum Development	0.00
33 - Health Services	0.00
<b>F00011700 - TRANSFER MONEY TO COVER NEGATIVES - END OF YEAR</b>	
11 - Instruction	1,479.06
52 - Security And Monitoring	-1,479.06
<b>F00011714 - Wands</b>	
31 - Guidance Counseling Evaluation	-400.00
52 - Security And Monitoring	400.00
<b>F00011729 -</b>	
13 - Curriculum Development	-125.76
23 - School Leadership	125.76
<b>F00011736 - moving money to one account to purchase a Forklift battery</b>	
11 - Instruction	2,563.49
23 - School Leadership	-2,563.49
<b>F00011737 - balancing budget</b>	
11 - Instruction	63.78
33 - Health Services	-63.78
<b>F00011741 - Justification for transfer: to reallocate funds</b>	
11 - Instruction	0.00
23 - School Leadership	0.00
31 - Guidance Counseling Evaluation	0.00
<b>F00011744 - MOVE MONEY TO COVER FUTURE AFTER SCHOOL DETENTION PAY (UNDER ALLOCATED)</b>	
11 - Instruction	-500.00
23 - School Leadership	500.00
<b>F00011746 - move funds from building to clinic to order new cot for the clinic</b>	
33 - Health Services	1,000.00
51 - Plant, Maintenance & Operation	-1,000.00
<b>F00011749 - to clear negatives from budget status report</b>	
11 - Instruction	0.00
31 - Guidance Counseling Evaluation	0.00
<b>F00011751 - transfer funds to resolve deficit</b>	
23 - School Leadership	1,500.00
31 - Guidance Counseling Evaluation	-1,500.00
<b>F00011752 - Transfer to balance budget within Special Education accounts.</b>	
11 - Instruction	-205.68
13 - Curriculum Development	205.68
<b>F00011756 - Move monies to cover negative balances</b>	
11 - Instruction	4,265.00
52 - Security And Monitoring	-4,265.00
<b>F00011768 - transfer justification: not all software funds spent; transfer to admin supplies fund spent/ clean up negative</b>	
11 - Instruction	-1,400.00
23 - School Leadership	1,400.00
<b>F00011771 - transfer justification: not all student awards/ incentives funds spent; transfer to library negative account, staff PD travel, and admin PD travel funds spent/ clean up negatives</b>	
11 - Instruction	-886.36
12 - Instructional Resources Media	186.36
13 - Curriculum Development	300.00
23 - School Leadership	400.00
<b>FNB25-052 - BM250-Superintendent: Rebalance Budget</b>	
41 - General Administration	1,000.00

51 - Plant, Maintenance & Operation	-1,000.00
<b>FNB25-053 - BM276-B&amp;F: Rebalance</b>	
11 - Instruction	-151.54
21 - Instructional Leadership	151.54
33 - Health Services	-60,000.00
35 - Food Services	0.00
41 - General Administration	60,000.00
51 - Plant, Maintenance & Operation	90,000.00
52 - Security And Monitoring	-90,000.00
99 - Other Governmental Charge	0.00
<b>FNB25-055 - Card Reader installation in the back door 112</b>	
41 - General Administration	-3,818.71
53 - Data Processing	3,818.71
<b>FNB25-056 - Amendment to transfer funds for contracted services in lieu of Analyst Sr. ITSM</b>	
11 - Instruction	-48,000.00
53 - Data Processing	48,000.00
<b>FNB25-057 - BM276-B&amp;F: Rebudget</b>	
41 - General Administration	10,000.00
51 - Plant, Maintenance & Operation	-10,000.00
<b>FNB25-058 - Fine Arts Rebalance budget</b>	
11 - Instruction	-50,000.00
13 - Curriculum Development	10,000.00
21 - Instructional Leadership	-10,000.00
36 - Co Curricular Extracurricular	50,000.00
<b>Grand Total</b>	<b>0.00</b>

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 2025-26 Budget Adoption</b>		
<b>Board Policy: CE (Legal)</b>	<b>District Priority: Priority 3</b>	
<b>Department: Chief Financial Officer</b>		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval of the 2025-26 General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599) budgets as presented in the Fiscal Year 2025-26 budget document.

<b>Summary/Background</b>
<p>The Texas Education Code (TEC) and the Texas Education Agency (TEA) require that the Board of Trustees approve a budget by June 30<sup>th</sup> each year. The budget must be adopted at the fund and function level and must include the General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599). The attached budget meets the requirements of the TEC and TEA.</p> <p>The proposed General Fund budget for 2025-26 represents the efforts of District leadership to present a plan that provides the resources necessary to support the District mission, Board goals and strategic priorities, while maintaining accountability to its stakeholders. The budget includes staffing necessary for anticipated student enrollment including the opening of Ferndell Henry Elementary for the 2025-26 school year. The budget also includes all program costs including positions for offering pre-kindergarten to three-year-olds at certain campuses for the 2025-26 school year.</p> <p>The proposed budget for the Debt Service Fund reflects the current existing debt maturity schedules and anticipated commercial paper program needed to ensure the District implements the outstanding bond programs approved by voters. It is anticipated that additional amendments will be needed in 2025-26 for debt transactions that could occur during the 2025-26 fiscal year.</p>

# Fort Bend Independent School District

The National School Breakfast and Lunch Fund budget includes budgeted revenues and expenditures needed to serve meals throughout the District as well as ensure compliance of fund balance requirements.

Completion of the budgets for each fund is impacted by the 89<sup>th</sup> legislative session that is currently in progress. Final legislation that will impact school districts is anticipated to be completed at the end of May and will be incorporated into the final budget numbers that will be considered by the Board.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 2024-25 Budget Amendment</b>		
<b>Board Policy: CE (Legal)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval of the General Fund, Debt Service Fund and National School Breakfast and Lunch Fund budget amendments for 2024-2025.

<b>Summary/Background</b>
<u>Fund 199 (General Fund)</u>  Revenues are overall higher by \$0.3 million due to the following: <ul style="list-style-type: none"><li>• Local Revenue is increasing by \$8.4 million primarily due to the following: \$3.7 million higher tax collections, \$3.5 million due to higher interest income, \$0.8 million for insurance recovery, \$0.3 million increase in athletic revenue, \$0.4 million increase in summer school revenues, \$0.4 million increase in other revenue offset by lower PreK tuition of \$0.7 million.</li><li>• State Revenues are \$5.7 million lower due to higher tax collections and lower compensatory education allotment due to lower free/reduced counts.</li><li>• Federal Revenues are \$2.4 million lower primarily due to the District not receiving reimbursement from the Federal Emergency Management Agency (FEMA) for Hurricane Beryl. All eligible costs have been submitted to FEMA and the District is awaiting FEMA's review and ultimate obligation of the projects in order for them to be eligible for reimbursement. The District also expects insurance proceeds from the District's insurance carrier in fiscal year 2025-26. Indirect costs were \$3.7 million higher primarily due to the National School Breakfast and Lunch Fund paying indirect costs at the unrestricted rate.</li></ul>

# Fort Bend Independent School District

## Fund 199 (General Fund) (continued)

Other Sources are \$0.1 million higher due to proceeds from assets sold. Other uses increased by \$6,622 for donations received for Sugar Land 95 moving to a grant fund to account for donations as a grant.

Budgeted Expenditures are changing by function for the following:

Fund	Function	Original Budget	Prior Budget Amendments	Current Budget	Budget Amendment	Amended Budget
<b>Revenues</b>						
199	57 – Local Revenues	\$411,841,934	(\$689,780)	\$411,152,154	\$8,411,383	\$419,563,537
199	58 – State Revenue	405,969,954	2,550,000	408,519,954	(5,700,000)	402,819,954
199	59 – Federal Revenues	9,200,000	2,500,000	11,700,000	(2,400,000)	9,300,000
	<b>Total Revenue</b>	<b>\$827,011,888</b>	<b>\$4,360,220</b>	<b>\$831,372,108</b>	<b>\$311,383</b>	<b>\$831,683,491</b>
<b>Expenditures</b>						
199	11 – Instruction	\$488,520,122	\$11,222,482	\$499,742,604	(\$8,881,839)	\$490,860,765
199	12 – Instructional Resource Media	8,958,015	709,094	9,667,109	(1,300,000)	8,367,109
199	13 – Curriculum Development	17,757,593	576,346	18,333,939	(1,200,000)	17,133,939
199	21 – Instructional Leadership	18,690,462	(136,174)	18,554,288	600,000	19,154,288
199	23 – School Leadership	49,183,858	380,055	49,563,913	1,800,000	51,363,913
199	31 – Counseling	39,402,657	(1,005,556)	38,397,101	6,200,000	44,597,101
199	32 – Social Work Services	2,782,239	29,114	2,811,353	300,000	3,111,353
199	33 – Health Services	9,609,825	304,314	9,914,139	101,222	10,015,361
199	34 – Transportation	27,849,712	991,366	28,841,078	(800,000)	28,041,078
199	35 – Food Services	50,000	132,702	182,702	(130,000)	52,702
199	36 – Co-Curricular	16,592,160	(242,562)	16,349,598	2,600,000	18,949,598
199	41 – General Administrative	19,795,256	(170,738)	19,624,518	1,250,000	20,874,518
199	51 – Facilities Maintenance	82,902,162	12,344,949	95,247,111	(3,360,000)	91,887,111
199	52 – Security	13,591,624	(490,267)	13,101,357	2,248,643	15,350,000
199	53 – Data Processing	20,701,924	3,372,481	24,074,405	(4,600,000)	19,474,405
199	61 – Community Services	809,596	166,895	976,491	131,000	1,107,491
199	72 – Interest Expense	4,495,103	(999,634)	3,495,469	(663,862)	2,831,607
199	81 – Facility Acq.	-	-	-	1,360,000	1,360,000
199	93 – Pmt to SSA	460,000	(71,100)	388,900	142,340	531,360
199	99 – Tax Appraisal	6,435,000	(290,320)	6,144,680	520,440	6,665,000
	<b>Total Expenditures</b>	<b>\$828,587,308</b>	<b>\$26,823,448</b>	<b>\$855,410,756</b>	<b>(\$3,682,036)</b>	<b>\$851,728,720</b>
199	Other Sources	\$2,500,000	\$159,587	\$2,659,587	\$108,991	\$2,768,578
199	Other Uses	-	-	-	(6,622)	(6,622)
<b>199</b>	<b>Net Change</b>	<b>924,580</b>	<b>(22,303,641)</b>	<b>(21,379,061)</b>	<b>4,095,788</b>	<b>(17,283,273)</b>
	Fund Balance - Beginning	212,110,807	-	212,110,807	-	212,110,807
<b>199</b>	<b>Fund Balance - Ending</b>	<b>\$213,035,387</b>	<b>(\$22,303,641)</b>	<b>\$190,731,746</b>	<b>\$4,095,788</b>	<b>\$194,827,534</b>
	Number of Days Fund Balance			90 Days		90 Days

## Fund 199 (General Fund) (continued)

# Fort Bend Independent School District

Overall budgeted expenditures are reduced by \$3.8 million due primarily due to lower payroll costs and the board approval in May 2025 of major facility capital expenditures that were moved to the 2014 Bond.

The General Fund will end the year with a budgeted fund balance of 90 days after all adjustments. Actual expenditures are expected to be lower than the \$851,728,720 final budget for purchase orders that will be rolled into next fiscal year. Administration plans to bring a budget amendment to the Board next fiscal year for the purchase orders that are rolled.

## Fund 599 (Debt Service Fund)

Revenues are higher to due to following:

- Interest income is higher due to higher interest rates during the year than budgeted
- State revenues are higher due to hold harmless on current year debt issuance

Expenses are higher due to the additional \$7.1M debt payment that was approved by the board in September 2024. However, the overall expense increase is lower as a result of lower interest costs for commercial paper issuances and lower than expected costs for the April 2025 pricing for debt issuance.

Other Sources and Uses increases are a result of the 2025A and 2025B Series Debt transactions that priced on April 22, 2025, and closed on May 21, 2025. The 2025A Series issued \$150 million of new debt.

Fund	Function	Original Budget	Budget Amendment	Amended Budget
<b>Revenues</b>				
599	57 - Local Revenues	\$155,384,026	\$349,884	\$155,733,910
599	58 - State Revenue	16,886,768	2,259,785	19,146,553
<b>Total Revenue</b>		<b>\$172,270,794</b>	<b>\$2,609,669</b>	<b>\$174,880,463</b>
<b>Expenditures</b>				
599	71 - Principal Long-Term Debt	\$164,585,368	(\$56,380,368)	\$108,205,000
599	72 - Interest Long-Term Debt	-	59,908,091	59,908,091
599	73 - Bond Issuance Costs	-	1,973,222	1,973,222
<b>Total Expenditures</b>		<b>\$164,585,368</b>	<b>\$5,500,945</b>	<b>\$170,086,313</b>
599	Bond Proceeds/Premiums	-	\$66,335,000	\$66,335,000
599	Other Uses	-	66,330,669	66,330,669
<b>Net Change</b>		<b>7,685,426</b>	<b>(2,886,945)</b>	<b>4,798,481</b>
Fund Balance - Beginning		160,161,384	-	160,161,384
599	<b>Fund Balance - Ending</b>	<b>\$167,846,810</b>	<b>(\$2,886,945)</b>	<b>\$164,959,865</b>

## Fund 240 (National School Breakfast and Lunch Fund)

# Fort Bend Independent School District

- Revenues are decreasing overall by \$480,000 which are offset by a reduction in budgeted expenditures as well. There was higher participation in paid meals while lower participation in the free/reduced lunch federal program due to lower free/reduced student counts.

Fund	Function	Original Budget	Amended Budget	Budget Amendment	Amended Budget
<b>Revenues</b>					
240	57 - Local Revenues	\$11,611,000	\$11,611,000	\$847,000	\$12,458,000
240	58 - State Revenue	195,000	195,000	(17,000)	178,000
240	59 - Federal Revenue	32,610,000	32,610,000	(1,310,000)	31,300,000
	<b>Total Revenue</b>	<b>\$44,416,000</b>	<b>\$44,416,000</b>	<b>(\$480,000)</b>	<b>\$43,936,000</b>
<b>Expenditures</b>					
240	35 - Food Service	\$57,317,557	\$57,317,557	(\$480,000)	\$56,837,557
240	51 - Facilities	647,500	647,500	-	647,500
	<b>Total Expenditures</b>	<b>\$57,965,057</b>	<b>\$57,965,057</b>	<b>(\$480,000)</b>	<b>\$57,485,057</b>
	<b>Net Change</b>	<b>(13,549,057)</b>	<b>(13,549,057)</b>	<b>-</b>	<b>(13,549,057)</b>
	Fund Balance - Beginning	28,236,669	28,236,669	-	28,236,669
<b>240</b>	<b>Fund Balance - Ending</b>	<b>\$14,687,612</b>	<b>\$14,687,612</b>	<b>-</b>	<b>\$14,687,612</b>

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>	
<b>Agenda Item Title: Review: Fund Balance Resolution</b>			
<b>Board Policy: CE (Legal)</b>		<b>District Priority: Priority 3</b>	
<b>Department: Chief Financial Officer</b>			
Are there related documents to be signed by the Board? YES			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval of the committed fund balance resolution.

<b>Summary/Background</b>									
<p>The Governmental Accounting Standards Board has issued Statement No. 54 (GASB 54) that requires that any commitment and assignment of fund balance must be done pursuant to Board action, or by the Board designating the authority for the commitment and assignment of fund balance to the Superintendent.</p> <p>The Board approved the Fort Bend ISD Fiscal and Budgetary Strategy that further details the District’s resolve to comply with GASB 54. The Board of Trustees has retained the authority to commit fund balance and has authorized the Superintendent to assign fund balance.</p> <p>Below is a recap of committed fund balances (all are General Fund unless denoted in the table below) as of April 30, 2025, and recommended committed fund balance amounts as of June 30, 2025:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="padding: 5px;">Description</th> <th style="padding: 5px;">Committed 04/30/25</th> <th style="padding: 5px;">Committed 6/30/25</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Campus Activity Funds</td> <td style="padding: 5px;">9,986,442</td> <td style="padding: 5px;">TBD</td> </tr> <tr> <td style="padding: 5px;">Loss of State Revenue</td> <td style="padding: 5px;">63,800,000</td> <td style="padding: 5px;">67,000,000</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li><b>Campus Activity Funds:</b> Although campus activity funds are for the benefit of the student body of each campus, there are no legal restrictions on the funds nor are they restricted by any external party. Thus, Administration is recommending the Board maintain the committed balance, which is included in the Special Revenue</li> </ul>	Description	Committed 04/30/25	Committed 6/30/25	Campus Activity Funds	9,986,442	TBD	Loss of State Revenue	63,800,000	67,000,000
Description	Committed 04/30/25	Committed 6/30/25							
Campus Activity Funds	9,986,442	TBD							
Loss of State Revenue	63,800,000	67,000,000							

# Fort Bend Independent School District

Funds. The committed balance will not be known until the books are finalized for June 30, 2025. The Board will know the committed balance when the Annual Comprehensive Financial Report is presented to the Board no later than November 2025.

- Loss of State Revenue: As prescribed by fiscal policy, Administration is proposing to maintain a committed fund balance equal to approximately 30 days or 8.33% of the adjusted budgeted expenditures, excluding TRS on behalf, in the event that the state budget reduces funding to public education. Staff recommends the \$67.0 million committed balance based on 2025-26 proposed budget General Fund expenditures.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

**Fort Bend Independent School District  
Resolution of the Fort Bend Independent School District Board of Trustees  
Amending Fund Balance Policies as Required by GASB 54**

**WHEREAS**, The Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

**WHEREAS**, Fort Bend Independent School District (“FBISD”) has implemented GASB Statement 54 requirements; and

**WHEREAS**, FBISD must report governmental fund balances per GASB 54 definitions in the balance sheet as follows: Non-spendable, Restricted, Committed, Assigned, and Unassigned; and

**WHEREAS**, FBISD desires to amend the Committed Fund Balances; and

**WHEREAS**, All commitments must be approved by formal action of the Board of Trustees (the “Board”); and

**WHEREAS**, once made, a commitment can only be modified or removed by the same manner of formal Board action; and

**WHEREAS**, the action to commit funds must occur prior to fiscal year-end in order for such commitment to be reported in the balance sheet of the respective period, even though the amount might be determined subsequent to fiscal year-end;

**BE IT RESOLVED** that the findings, determinations, and declarations contained in the recitals to this Resolution are hereby incorporated into the operative provisions of this Resolution;

**BE IT ALSO RESOLVED** that FBISD Board of Trustees hereby commits the following portions of its June 30, 2025, General Fund balance, as follows:

\$67,000,000 for potential loss of state revenue;

**BE IT ALSO RESOLVED** that FBISD Board of Trustees commits the total fund balance of Campus Activity Funds as of June 30, 2025, reported in the Special Revenue Fund.

The above Resolution is adopted this 23rd day of June 2025.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: Cellular Tower Lease Agreement – Baines Middle School</b>		
<b>Board Policy: GKD</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Chief Financial Officer		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval for an amendment to easement and assignment agreement with PTI US Towers II, LLC for the purpose of expanding the existing cell tower at Baines Middle School.

<b>Summary/Background</b>
<p>PTI US Towers II, LLC has proposed to expand the existing communications easement area located at the Baines Middle School cell tower site. In 2021, this cell tower was included in a multi-site buyout in which the existing cell tower lease was reassigned to PTI. The District received a lump sum payment in the amount of \$556,801 for this site. The amendment presented for Board authorization will allow the easement expansion by PTI in exchange for a monthly rent payment to the District.</p> <p>Terms of the agreement are as follows:</p> <ul style="list-style-type: none"><li>• \$1,000 one-time option fee paid to Fort Bend ISD for a term of one year</li><li>• \$1,400 monthly rental fee paid to Fort Bend ISD upon commencement date</li><li>• During the initial term (first five years), the monthly rental rate will increase by 1.5% on each annual anniversary date</li><li>• The agreement provides for four (4) additional five (5) year terms.</li></ul> <p>Fort Bend ISD currently has nine (9) cellular towers on its property. Seven (7) of those cell towers were part of a buyout in 2021 that yielded the District \$2.28M. The remaining two (2) cell towers will each yield \$25,932 annually to the General Fund. The towers are located at Baines Middle School, Clements High School, Progressive High School, Frankie Field (3), Ridgemont Elementary School, Kempner High School and Elkins High School.</p>

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

**FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT**

**THIS FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT** (the “*First Amendment*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “*Effective Date*”) by and among Fort Bend Independent School District, an independent School District and Political Subdivision of the State of Texas (the “*Grantor*”) and PTI US Towers II, LLC a Delaware limited liability company (the “*Grantee*”), (Grantor and Grantee are sometimes together referred to herein as the “*Parties*”, and separately as the “*Party*”).

**WHEREAS**, Grantee operates and maintains a wireless communications facility upon certain land owned by Grantor pursuant to that certain Easement and Assignment Agreement dated November 21, 2021 (the “*Easement*”) more particularly described on Exhibit A and Exhibit B to the Easement incorporated herein by reference; and

**WHEREAS**, the Parties have mutually agreed to expand the Communications Easement Area (as defined in the Easement) and amend Consideration to Grantee.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound agree as follows:

1. **Recitals.** The above recitals are true, correct and incorporated herein by reference.
2. **Definitions.** Any capitalized term not defined in this First Amendment shall have the meaning given to such term in the Easement.
3. **Amendments.** The Easement is hereby amended as follows:
  - a. **EXPANSION OF COMMUNICATIONS EASEMENT AREA.** The Parties agree to expand the Communications Easement Area to include the area depicted on Exhibit B-1 attached hereto and incorporated herein by reference for the duration of the term of the Easement. Exhibit B-1 to this First Amendment shall replace Exhibit B to the Easement.
  - b. **CONSIDERATION.** In consideration for executing this First Amendment, Grantee shall pay to Grantor monthly rent in the amount of One Thousand Four Hundred and 00/100 dollars (\$1,400.00) for the initial five (5) years following the Effective Date of this First Amendment. Thereafter, the monthly rental rate will increase by 1.5% on each annual anniversary date of the Effective Date of this First Amendment. Grantee’s monthly rent obligation shall commence upon the earlier of (i) nine (9) months following the Effective Date hereof; or (ii) Grantee’s use and occupancy of the expanded Communications Area depicted on Exhibit B-1, which shall be mutually agreed upon in writing by Grantor and Grantee. Grantee shall submit written notice to Grantor no later than one week following commencement of use and occupancy of the expanded Communications Area. For purposes of this section only, “use and occupancy” shall include construction and installation of communications equipment such that a reasonable person would consider Grantee to be occupying and using the expanded Communications Area.
  - c. **TERM. This First Amendment shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall**

**commence on the Commencement Date. The term of this First Amendment shall automatically be extended for four (4) additional five (5) year terms unless Grantee terminates it at the end of the then current term by giving Grantor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.**

4. **Full Force and Effect.** The terms and conditions set forth in the Easement that are not modified in this First Amendment remain unmodified and in full force and effect. In the event of a discrepancy between the terms and conditions of the Easement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall prevail.
5. **Transaction Documents.** Simultaneously with the execution and delivery of this First Amendment, Grantor shall execute and deliver to Grantee such normal transaction documents as may reasonably be required by the Grantee or its title insurance company, in form and substance reasonably acceptable to Grantor, including but not limited to a short-form memorandum attached hereto as Exhibit C-1. The Memorandum of Easement shall be recorded at Grantor or Grantee's option in the form depicted in Exhibit C-1.
6. **Warranties and Representations.**
  - a. Grantor has all requisite power and authority to grant the Easement to Grantee, to enable Grantor to execute and deliver this First Amendment to Easement, and to perform Grantor's obligations under this Agreement. The execution, delivery and performance by Grantor of this Agreement has been duly authorized by all requisite action on the part of Grantor. The execution and delivery by Grantor of this Agreement will not conflict with, or result in a breach or violation of, or constitute a default under any agreement of Grantor relating to indebtedness for money borrowed or, to the best of Grantor's knowledge, will not conflict with, or result in a breach or violation of, or constitute a default under any applicable law.
  - b. Grantor owns good and marketable fee simple title to the Easement Area and the New Easement Area, free and clear of all Liens (as defined below) and encumbrances, except to the extent shown in the public records of Fort Bend County, Texas. Grantor alone has full right to grant the Easements to the Easement Area and New Easement Area for the term set out herein. Grantor further represents and warrants that Grantee, on performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Easement for the term of this Agreement. As used herein, the term "Lien" means any of the following: mortgage; lien (statutory or other); or other security agreement, arrangement or interest; pledge; assignment; charge; attachment; garnishment; encumbrance (including any easement, exception, reservation or limitation, right of way, and the like); conditional sale; title retention; preemptive or similar right; any financing lease; the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction; restriction on sale, transfer, assignment, disposition or other alienation; or any option, equity, claim or right of or obligation to, any other Person, of whatever kind and character.

7. **Counterparts.** This First Amendment may be executed by Grantor or Grantee in any number of counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this First Amendment as of the Effective Date.

**GRANTOR:**

**FORT BEND INDEPENDENT SCHOOL  
DISTRICT**

**GRANTEE:**

**PTI US Towers II, LLC**

By: \_\_\_\_\_  
Name: [ \_\_\_\_\_ ]  
Title: [ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: Dagan Kasavana  
Title: Chief Executive Officer

**EXHIBIT B-1**  
**COMMUNICATIONS EASEMENT AREA**

Call DigTESS dial "811"



Know what's below.  
Call before you dig.

37' COMPOUND EXPANSION

PROPOSED 1419 SQ FT  
PAVING FOR COMPOUND  
EXPANSION

**FLOOD PLAN INFORMATION**  
ACCORDING TO MAP NO. 48157C0295L OF THE FEDERAL AGENCY'S FLOOD INSURANCE RATE MAPS FOR FORT BEND COUNTY, TEXAS, EFFECTIVE DATE APRIL 02, 2014 THE SUBJECT TRACT IS SITUATED WITHIN UN-SHADED ZONE \*X\* DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD ZONE.

**CONTRACTOR NOTE:**  
CONSTRUCTION CONTRACTOR SHALL CONTACT TOWER OWNER TO RE-STAKE SITE, FENCE LINE & TOWER CENTER PRIOR TO STARTING WORK.  
EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.

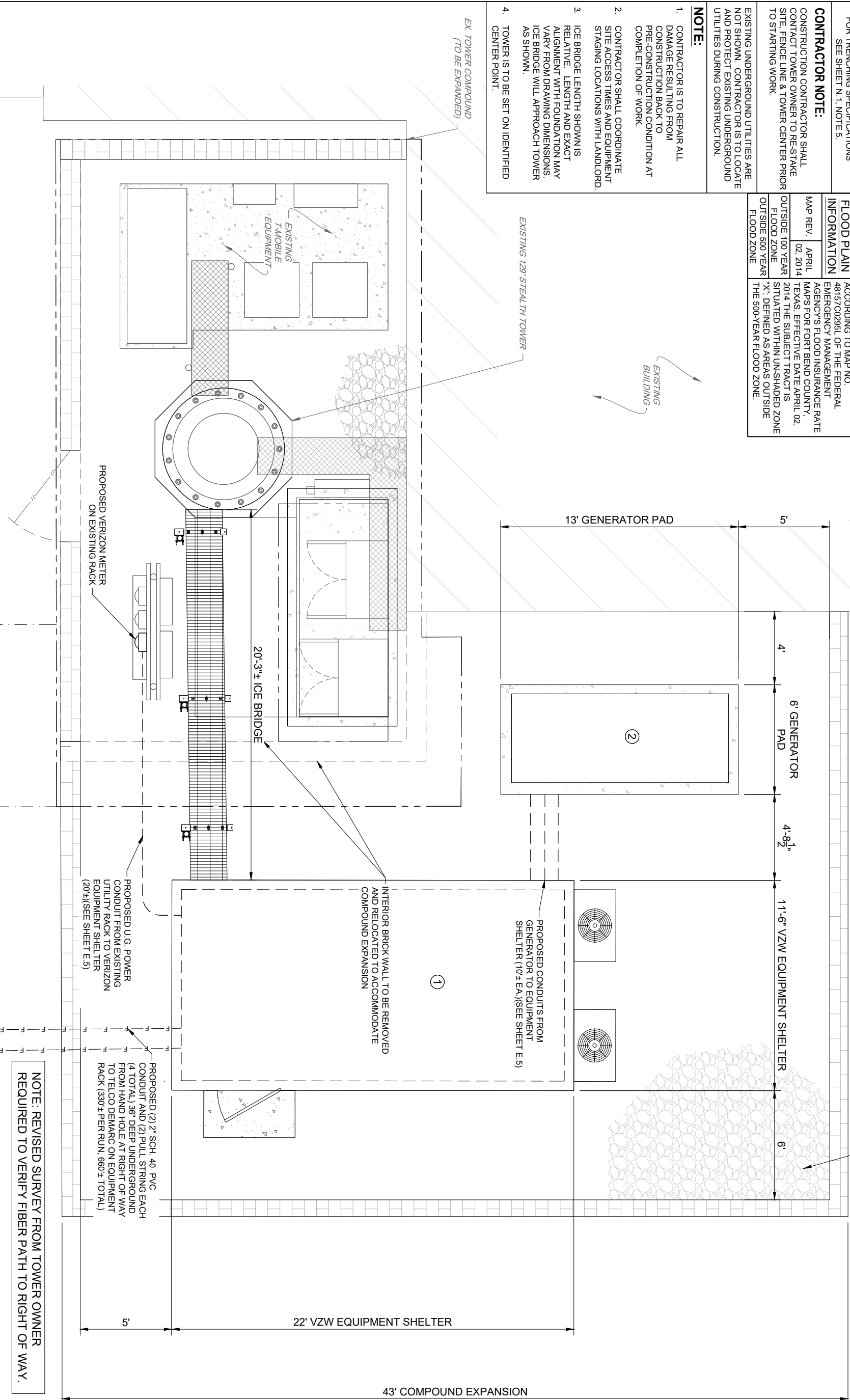
**EQUIPMENT LIST:**

- ① LESSEES PROPOSED 11'-6" X 22' EQUIPMENT SHELTER
- ② LESSEES PROPOSED DIESEL FUELED GENERATOR ON 6' X 13' CONCRETE PAD.

FOR TRENCHING SPECIFICATIONS SEE SHEET N.1, NOTE 5.

**NOTE:**

1. CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE-CONSTRUCTION CONDITION AT COMPLETION OF WORK.
2. CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LANDLORD.
3. ICE BRIDGE LENGTH SHOWN IS RELATIVE. LENGTH AND EXACT ALIGNMENT WITH FOUNDATION MAY VARY FROM DRAWING DIMENSIONS. ICE BRIDGE WILL APPROACH TOWER AS SHOWN.
4. TOWER IS TO BE SET ON IDENTIFIED CENTER POINT.



1 PROPOSED ENLARGED SITE PLAN



SCALE: 3/16" = 1'-0"

NOTE: REVISED SURVEY FROM TOWER OWNER REQUIRED TO VERIFY FIBER PATH TO RIGHT OF WAY.

PROPOSED U.G. POWER CONDUIT FROM EXISTING UTILITY RACK TO VERIZON EQUIPMENT SHELTER (20'-3) (SEE SHEET E.5)

PROPOSED (2) 2" SCH. 40 PVC CONDUIT AND (2) PULL STRING EACH (4 TOTAL) 36" DEEP UNDERGROUND FROM HAND HOLE AT RIGHT OF WAY TO TELCO DEMARC ON EQUIPMENT RACK (330'± PER RUN, 660'± TOTAL)

INTERIOR BRICK WALL TO BE REMOVED AND RELOCATED TO ACCOMMODATE COMPOUND EXPANSION

PROPOSED CONDUITS FROM GENERATOR TO EQUIPMENT SHELTER (10'± EA.) (SEE SHEET E.5)

**PRELIMINARY**  
FOR REVIEW  
PURPOSES ONLY

PROPOSED ENLARGED SITE PLAN  
**HEMPHILL - TEXAS AREA  
FITZGERLAND**  
4660 2/3 BEES PASSAGE RD  
MISSOURI CITY, TX 77459  
MDG LOCATION ID: 5000905484  
PSLC: 720929

**3D DESIGN & ENGINEERING INC.**  
3000 WESTWIND DRIVE  
HOUSTON, TX 77058  
PHONE: (713) 507-1650  
FAX: (713) 507-1618

**verizon**  
14123 CIGERO ROAD  
HOUSTON, TX 77095  
PHONE: (713) 507-1650  
FAX: (713) 507-1618

DATE: 05-02-2024  
SHEET #: **C.2B**  
REV. # **1**

DRAWN BY: PDM  
CHECKED BY: NM

NO.	REVISIONS	BY
0	PDDS 5-2-24	PDM
1	LAYOUT REV 12-12-24	PDM

- NOTES:**
- CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE CONSTRUCTION CONDITION AT COMPLETION OF WORK.
  - CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LANDLORD.
  - CONTRACTOR SHALL VERIFY ALL WORK WITH LESSEE PRIOR TO STARTING PROJECT.
  - CONTRACTOR TO VERIFY ALL EXISTING EQUIPMENT, COAX & ANTENNAS THAT ARE INSTALLED PRIOR TO START OF CONSTRUCTION, NOTIFY RF IF SCOPE OF WORK DIFFERS FROM VERIZON RFDS.

**PROPOSED TOWER LOADING:**

(3) NEW COMMSCOPE NHH54-65BR3B ANTENNAS  
 (3) NEW SAMSUNG RF4461D-13A RADIOHEADS  
 (3) NEW SAMSUNG B2/B66A RRH ORAN (RF-4439d-25A)  
 (3) NEW SAMSUNG RT-8808-77A RADIOHEADS

**CABLE & LENGTHS:**

COAX: N/A  
 (2) 6X12 HYBRID CABLES: 150'- EA

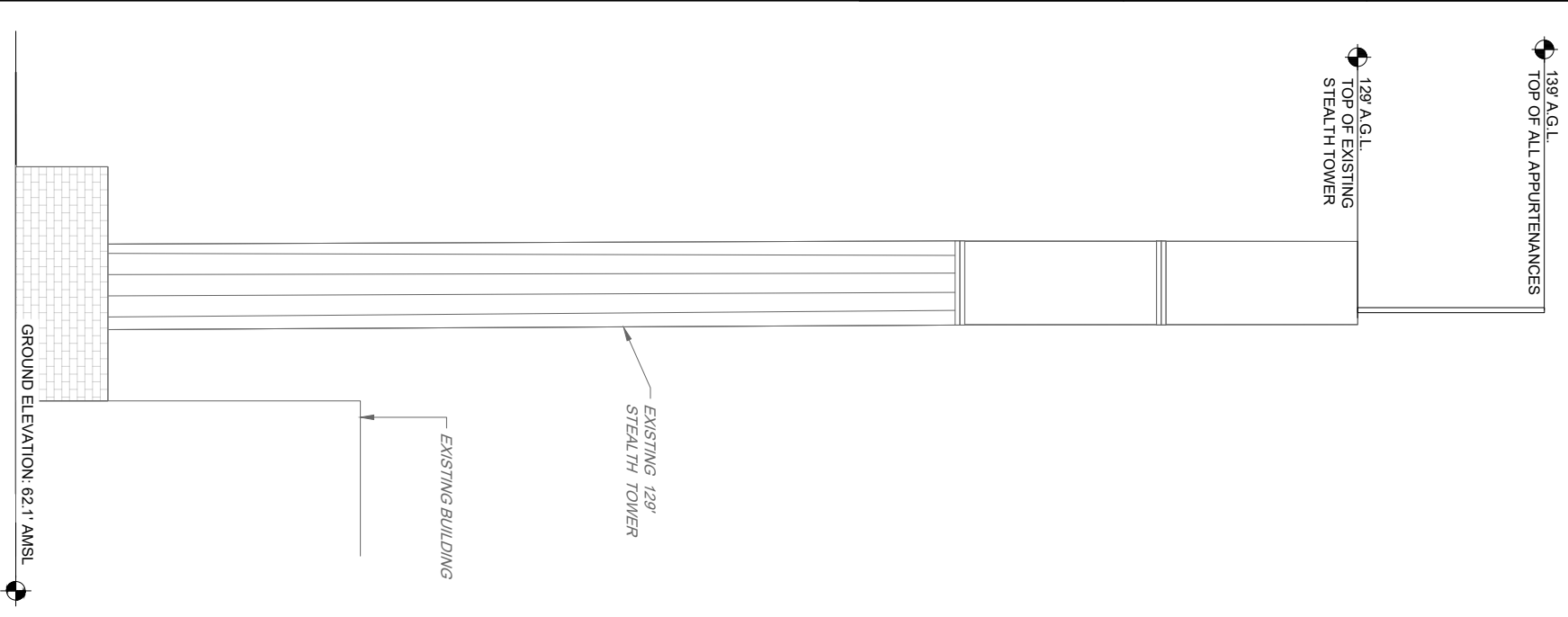
**ANTENNA INSTALLATION NOTES:**

- FOR TYPICAL ANTENNA AZIMUTHS SEE ANTENNA CHART, BUT CONTRACTOR IS TO VERIFY RF INFORMATION WITH VERIZON WIRELESS BEFORE INSTALLATION.
- CABLES ARE TO BE MARKED WITH VINYL TAPE CORRESPONDING TO THE COLOR CODING CHART. CABLES SHALL BE MARKED AT BOTH ENDS AND MARKS SHALL BE VISIBLE FROM THE GROUND. MARKING BANDS AT THE TOP SHALL BE 2" WIDE AND SHALL BE 1" WIDE AT THE BOTTOM.
- CONTRACTOR SHALL VERIFY THE NUMBER AND SPACING REQUIRED FOR THE ANTENNAS IN EACH SECTOR WITH VERIZON WIRELESS AND SHALL ALLOW FUTURE SPACING AS DIRECTED.
- GPS ANTENNA CABLE SHALL ENTER THE SHELTER THROUGH AN INDEPENDENT PORT.

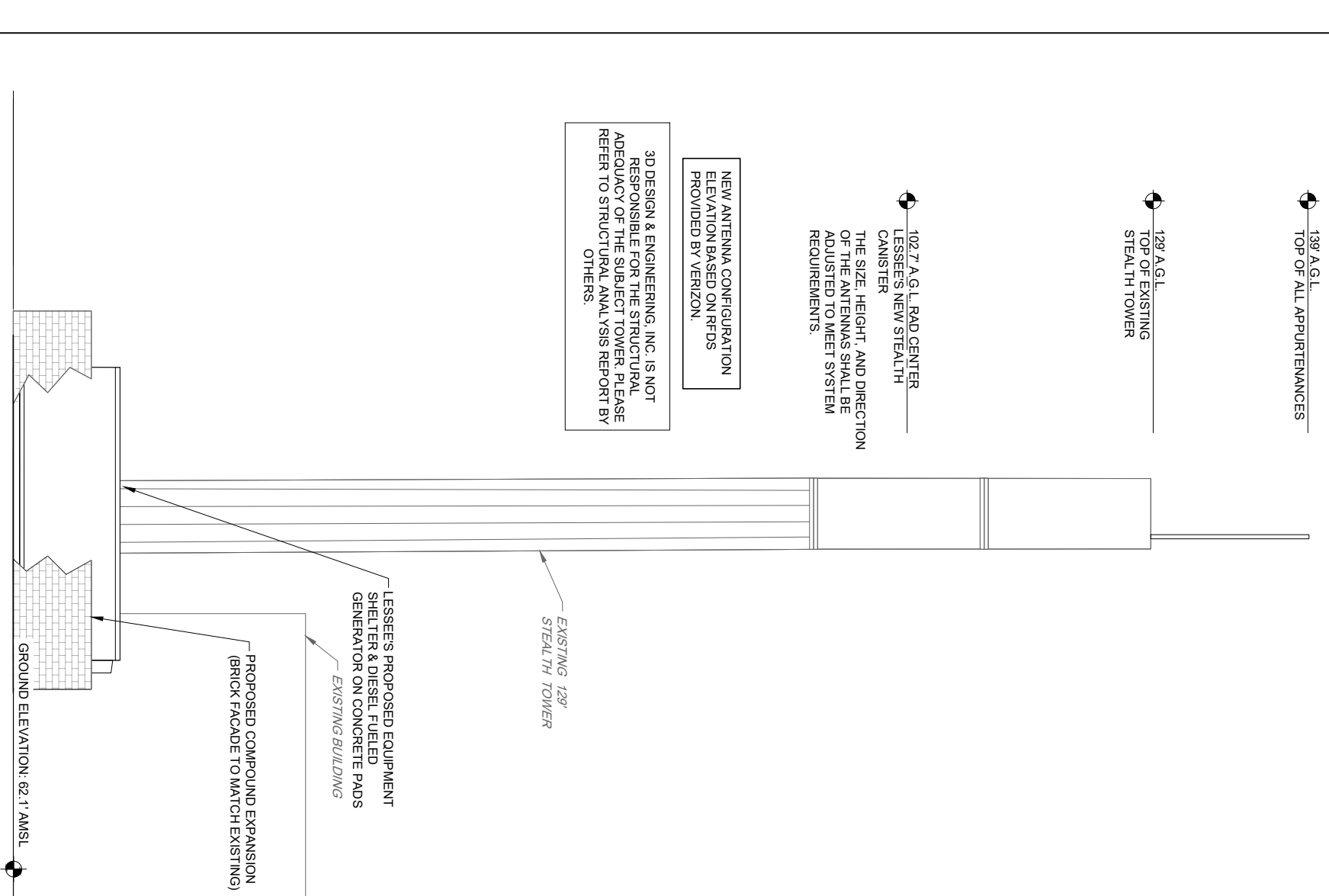
**COAX JUMPER NOTES:**

- MAXIMUM RF JUMPER LENGTH SHALL NOT EXCEED 15' FOR EITHER 700 LTE OR 1900 AWS.
- IF EXISTING JUMPERS ARE USED, CONTRACTOR SHALL ENSURE COMPLIANCE WITH NOTE 1.
- CONSULT WITH VERIZON PERSONNEL TO VERIFY IF CSRF IS TO BE USED.
- THE MAXIMUM DIFFERENCE IN JUMPER LENGTH FROM ANTENNA TO RRH SHALL BE 9'. I.E., IF THE SHORTEST JUMPER USED IS 6' IN LENGTH THAN THE LONGEST JUMPER MUST BE 15' OR LESS IN LENGTH. CONTRACTOR SHALL ASSESS FIELD CONDITIONS AND ADJUST JUMPER LENGTH ACCORDINGLY.
- ALL RF JUMPERS SHALL BE PRE-MADE WITH PRE-INSTALLED CONNECTORS ON BOTH ENDS. NO FIELD ADJUSTMENTS IN LENGTH ARE TO BE MADE.
- ALL RF JUMPERS SHALL BE EITHER LDF OR LDF12 JUMPERS FROM AN APPROVED JUMPER MANUFACTURER.
- ALL JUMPER CONNECTIONS SHALL HAVE THE PROPER TORQUE AND BE FULLY WEATHERPROOFED.
- CONTRACTOR SHALL PERFORM RF SWEEP ON ALL JUMPERS.
- ALL FIBER JUMPERS FROM THE RAYCAP BOX TO THE RRH SHALL BE THE SAME LENGTH. ANY EXCESS FIBER TO BE COILED INSIDE THE RAYCAP BOX USING PROPER RADIUS RESTRICTIONS.
- ALL JUMPERS SHALL BE ROUTED SUCH THAT THESE WILL BE SUPPORTED AT INTERVALS NOT TO EXCEED 3'.
- LOCATION DETAILS IN THESE DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL LOCATE ALL ITEMS SUCH AS TO SATISFY ALL NOTES AND THE DIRECTION OF VERIZON.

1 NOTES



2 EXISTING SITE ELEVATION



3 PROPOSED SITE ELEVATION



3D DESIGN & ENGINEERING, INC.  
 CIVIL, STRUCTURAL & GEOTECHNICAL ENGINEERING  
 21802 E WINTER VIOLET CT  
 CYPRESS, TX 77453  
 PHONE: 632-910-9621  
 WWW.3DDE.COM  
 INFO@3DDE.COM  
 FIRM# 7-13381

REVISIONS	BY
0 PDS 5-2-24	PDM
1 LAYOUT REV 12-12-24	PDM

SITE ELEVATION  
**HEMPHILL - TEXAS AREA  
 FITZGERLAND**  
 4660 2/3 BEES PASSAGE RD  
 MISSOURI CITY, TX 77459  
 MDG LOCATION ID: 5000905484  
 PSLC: 720929

**PRELIMINARY**  
 FOR REVIEW  
 PURPOSES ONLY

DRAWN BY: PDM  
 CHECKED BY: NM  
 DATE: 05-02-2024  
 SHEET #: C.4 REV. # 1

**EXHIBIT C-1**  
**MEMORANDUM OF EASEMENT**

Prepared by:  
PTI US Towers II, LLC  
999 Yamato Road, Suite 100  
Boca Raton, FL 33431

Site ID: US-TX-1007

MEMORANDUM OF AMENDED EASEMENT

This Memorandum of Easement (“Memorandum”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Fort Bend Independent School District, an independent School District and Political Subdivision of the State of Texas (“Grantor”) and PTI US Towers II, LLC, a Delaware limited liability company (“Grantee”), evidencing that certain unrecorded Grant of Easement dated February 11, 2015, and First Amendment to Grant of Easement dated the \_\_\_ day of \_\_\_\_\_, 2023, by and among the Grantor and Grantee (collectively, the “Easement”), pursuant to which Grantor grants to Grantee an easement in, on, over, under, across, through and to the portions of the real property described on Exhibit “A” (the “Property”) (such portion is more particularly described on Exhibit “B” (the “Easement Area”)), together with the rights of access and utility over the Property (pursuant to the terms of the Easement) and pursuant to the terms of the Easement:

Grantee has the exclusive right to use a portion of the Easement Area for the purpose of installing, operating, and maintaining wireless communications facilities and related improvements, and has the non-exclusive right to use the Access and Utility Easement Area as further set forth in the Easement.

The Easement is in effect up to thirty (30) years.

This Memorandum is solely for the purpose of giving notice of the Easement. In the event of conflict between the terms of the Easement and this Memorandum, the terms of the Easement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Memorandum as of the Effective Date.

**GRANTOR:**

Fort Bend Independent School District

By: \_\_\_\_\_

Name: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me \_\_\_\_\_ (notary public), personally appeared \_\_\_\_\_ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Notary Public)

(NOTARY SEAL)

**GRANTEE:**

PTI US Towers II, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dagan Kasavana  
Title: Chief Executive Officer

STATE OF FLORIDA            }  
COUNTY OF PALM BEACH    }

Acknowledged, sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Dagan Kasavana, the Chief Executive Officer of PTI US Towers II, LLC

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature for the State of Florida

(NOTARY SEAL)

EXHIBIT "A"

Legal Description

EXHIBIT "B"

EASEMENT AREA LEGAL DESCRIPTION

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: Cellular Tower Lease Agreement Crockett Middle School</b>		
<b>Board Policy: GKD</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval of an easement and assignment agreement with Diamond Towers V LLC for the purposes of a cell tower at Crockett Middle School.

<b>Summary/Background</b>
<p>Diamond Towers V LLC has proposed renting space from Fort Bend ISD at Crockett Middle School for cellular tower equipment. This agreement presented for Board authorization will allow the cell tower site in exchange for a monthly rent payment to the District.</p> <p>Terms of the agreement are as follows:</p> <ul style="list-style-type: none"><li>• \$1,000 one-time option fee paid to Fort Bend ISD for a term of one year</li><li>• \$1,250 monthly rental fee paid to Fort Bend ISD upon commencement date</li><li>• During the initial term (first five years), the monthly rental rate will increase by 2.0% on each annual anniversary date</li><li>• The agreement provides for four (4) additional five (5) year terms.</li></ul> <p>Fort Bend ISD currently has nine (9) cellular towers on its property. Seven (7) of those cell towers were a part of a buyout in 2021 that yielded the District \$2.28M. The remaining two (2) cell towers will each yield \$25,932 annually to the General Fund. The towers are located at Baines Middle School, Clements High School, Progressive High School, Frankie Field (3), Ridgemont Elementary School, Kempner High School and Elkins High School.</p>

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

## MASTER CELL TOWER LEASE

This MASTER CELL TOWER LEASE (the “Lease”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between Fort Bend Independent School District (“Landlord”), whose address is 16341 Lexington Blvd., Sugarland, Texas 77479 and Diamond Towers V LLC, a Delaware limited liability company (“Tenant”), whose address is 120 Mountain Avenue, Springfield, New Jersey 07081. Landlord and Tenant are herein collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, the Landlord and Tenant, are parties to that certain Agreement for Services – Cell Site Marketing (“Service Agreement”) dated November 13, 2024, whereby Tenant will provide consulting services related to the Landlord’s Telecommunications RFQ 24-021TA.

WHEREAS, Tenant will provide the services as they relate to the Service Agreement, and will be the primary Tenant for the proposed properties for the purpose of developing and constructing communications facilities.

WHEREAS, the Landlord hereby leases to Tenant a portion of the Property based on the following terms and conditions:

### **1. Option to Lease.**

(a) In consideration of the payment of One Thousand and 00/100 Dollars (\$1,000.00) (the “Option Fee”) by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the “Property”), on the terms and conditions set forth herein (the “Option”). The Option shall be for an initial term of one (1) year, commencing on the Effective Date (as defined below) (the “Option Period”). The Option Period may be extended by Tenant for an additional one (1) year upon written notice to Landlord and payment of the sum of One Thousand and 00/100 dollars (\$1,000.00) (the “Additional Option Fee”) at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's sole cost and expense, all licenses and permits or authorizations required for Tenant's Permitted Use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission (“FCC”) (collectively, the “Governmental Approvals”), including all land use and zoning permit applications, and Landlord agrees to reasonably cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, and land-use permits, to the extent such items do not interfere with Landlord’s operations within Landlord’s property. Landlord expressly grants to Tenant, during the Option Period and any extensions thereof, a right of access to the Premises, Easement, and those areas reasonably necessary to perform any surveys, soil tests, and other engineering procedures or environmental investigations (“Tests”) on the Property reasonably deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease, provided that Tenant shall give Landlord advanced written notice of each instance thereof. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord

agrees that it will not unreasonably and intentionally interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant properly exercises the Option, then Landlord hereby leases to Tenant that portion of the Property, together with all Easements (as defined below), as described and depicted in the Exhibit B (collectively referred to hereinafter as the ("Premises")). The Premises, located at 19001 Beechnut St, Richmond, TX 77407, comprises approximately 2,500 square feet. If Tenant does not exercise the Option prior to the expiration of the Option Period or any extension thereof, this Lease shall automatically terminate, and Landlord shall have no further obligations to Tenant related hereto.

**2. Term.** The initial term of this Lease shall be Five (5) years commencing on the date of exercise of the Option (the "Commencement Date") and terminating at midnight on that day which is the last day of the fifth year following the Commencement Date (the "Initial Term"). If requested by Landlord, Tenant shall execute an amendment to this Lease expressly setting forth the Commencement Date.

**3. Renewal.** The Lease shall automatically renew for Nine (9) additional and successive Five (5) year terms (each a "Renewal Term"), unless Tenant notifies Landlord in writing of Tenants intent not to exercise such extension and to be delivered to Landlord no later than ninety (90) days prior to the expiration of the Initial Term, or the then current Renewal Term. If Tenant shall remain in possession of the Premises after the expiration of the Initial Term or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

**4. Rent.**

(a) Subject to Sections 4(b) and 4(c) below, beginning on the Commencement Date, and thereafter for the duration of the Initial Term and any Renewals thereof, Tenant shall pay Landlord, as rent, an amount equal to One Thousand Two-Hundred and Fifty Dollars and no/ 100 dollars per month (\$1,250.00) ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth (5<sup>th</sup>) day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be refunded to Tenant within ninety (90) days of termination.

(b) During the Initial Term, monthly Rent shall be increased annually on each anniversary of the Commencement Date by Two percent (2%) over the monthly Rent for the immediately preceding year. During any Renewal Terms, monthly Rent will be increased on each anniversary of the Commencement Date to an amount equal to Two (2%) of the monthly Rent in effect immediately prior to the adjustment date.

**5. Option For Revenue Sharing or Reserved Space.**

(a) The Tenant shall reserve space on the tower for the Landlord as provided in Section 5(b). At any time during the Initial Term or Renewal terms, and upon receipt of an application or inquiry from any third-party Collocator as defined in Section 5 (c), Landlord may provide Tenant with written notice of Landlord's option to either (1) keep Landlord's right to the Reserved Space or (2) Waive Landlord's right to the Reserved Space and in lieu thereof, elect to receive Revenue Share as defined in Section 5 (c.).

The Landlord shall have thirty (30) days to choose an option and respond to the Tenant in writing stating which option the Landlord elects. If the Landlord has not responded in such thirty (3) day period, the Landlord will be deemed to have elected the option of the Reserved Space.

(b) **Reserved Space Option.** Unless otherwise waived per Section 5(a), Tenant shall reserve the top ten (10') feet of the tower ("tower space") and space within the Leased premises ("ground space") for Landlord's antennas and equipment. The ground space requirements shall be determined upon mutual agreement between the Landlord and Tenant. Landlord shall not be required to pay a fee for the tower or ground space. Landlord shall submit to Tenant an application with the desired height and equipment to be installed. Upon Tenant's approval of the application, Landlord shall be responsible for installing its own equipment and may not use materials in installing Landlord's antennas or cables that will cause corrosion or rust or undue harm to the Tower structure or its appurtenances. Landlord's equipment shall not cause electronic or physical interference with any equipment or operations located on the Tower or Property. Written notice of such interference shall be provided to the interfering party by Tenant, and the purported party shall use its best efforts to eliminate the interference within seventy-two (72) hours.

(c) **Revenue Sharing Option.** The first Carrier on Tenant's communication facility shall be referred to as the Anchor Tenant, and all other Carriers shall be referred to as Collocators ("Collocator"). The Landlord shall be entitled to an additional Two Hundred Fifty and 00/100 Dollars (\$250.00) in monthly rent ("Additional Rent") for each additional Collocator (2nd, 3rd, 4th, etc.) after the initial installation of the Anchor Tenant. This Additional Rent will escalate in accordance with the same terms and conditions as the Rent payments provided herein. Tenant shall provide notice to the Landlord of each planned Collocation.

**6. Permitted Use.** The Premises may be used by Tenant solely for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal, or replacement of Antenna Facilities (as defined below), including without limitation, a tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities (the "Permitted Use").

**7. Interference.** Tenant shall not use the Premises in any way which unreasonably interferes with the use of the Property by Landlord or Tenants or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease). Similarly, Landlord shall not use, nor shall Landlord permit its Tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes

with the operations of Tenant.

**8. Improvements; Utilities; Access.**

(a) Tenant shall have the right (subject to Landlord's prior written consent of the plans and specifications related thereto in accordance with Section 8(e) below), at Tenant's expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables, utility lines and related equipment (collectively, the "Antenna Facilities"). Tenant shall have the right (subject to Landlord's prior written consent of the plans and specifications related thereto in accordance with Section 8(d) below) to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that, except to the extent set forth in Section 8(e), below, it shall neither unreasonably interfere with any aspects of construction, nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease, subject to the provisions of Section 8(c), below. Removal of the Antenna Facilities shall not constitute termination of Tenant's obligations under this Lease unless the Lease expires or otherwise terminates as expressly provided for in this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access by persons other than Landlord to the Antenna Facilities, including, without limitation, the construction of a fence, as approved by Landlord in accordance with Section 8(e), below. Landlord reserves the right to access the Easement and Premises to make repairs, replace Landlord's equipment, and generally maintain the Property; provided, however, that in no event will Landlord, its employees, agents or contractors remove, relocate, alter, modify or otherwise tamper with the Antenna Facilities.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable good condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, Tenant will remove the Antenna Facilities from the Premises, repair any damages caused by such removal, and restore the surface of the Premises to its pre-existing condition, to the extent reasonably practicable, normal wear and tear and casualty excepted.

(d) Tenant shall, subject to the prior written approval of \_\_\_\_\_, the "(Landlord's Designee)" plans and specifications related thereto, have the right to install utilities within the Premises and Easement (as defined below), at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators), but in no event may such utilities, including generators, emit noise in excess of applicable municipal standards. Landlord agrees to use reasonable efforts, at no cost to Landlord, in assisting Tenant to acquire necessary utility

service. Tenant shall, wherever practicable, install separate meters for utilities used on the Premises or Easement by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility.

(e) Prior to the commencement of construction or installation of any proposed improvements, Antennae Facilities, or utilities to be installed within the Premises or Easement, Tenant shall submit plans and specifications for such to Landlords for approval by Landlord's Designee, which approval shall not be unreasonably withheld, conditioned, or delayed ("Plan Approval"). Tenant shall not commence any construction or installation of improvements, Antennae Facilities, or utilities within the Premises or Easement without first obtaining Landlord's Plan Approval in writing.

(f) As partial consideration for Rent paid under this Lease, and subject to the provisions set forth below, Landlord hereby agrees to grant to Tenant non-exclusive easements on, under and across the Property, as shown in Exhibit B, attached hereto and incorporated herein by reference, for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. Any such Easements shall be subject to approval by Landlord's Board of Trustees, and such approval will not be unreasonably withheld, conditioned, or delayed. Any roads, utilities, and surface improvements, including, without limitation, the Antenna Facilities, made to the Premises and Easements, shall be designed, constructed, and maintained by Tenant at Tenant's sole cost and expense, and shall be designed and constructed in accordance with applicable laws, codes, standards, and safety regulations. Landlord shall have the right, but not the obligation, to review and inspect all design plans or as-built drawings to confirm Tenant's compliance with applicable laws, codes, regulations, and standards.

(g) Tenant, its employees, licensees and subtenants, and invitees, shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.

**9. Termination.** This Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord in writing of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities;

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient, in Tenant's determination, to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, provided that any award to Tenant shall not diminish Landlord's recovery. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) upon one hundred eighty (180) days prior notice by Landlord if, in Landlord's discretion, Landlord determines that it has a public necessity to use the Premises for educational purposes.

**10. Default and Right to Cure.** Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 13 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

**11. Taxes.** Tenant shall pay when due all real property taxes for the Property, including the Premises, resulting from this Lease and any other taxes or assessments directly attributable to the presence or installation of Tenant's Antenna Facilities within the Property. Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 11.

**12. Insurance and Subrogation and Indemnification.**

(a) Tenant and subtenants shall maintain in full force and effect during the Term of the Lease and any Renewals thereof, Commercial General Liability Insurance in amounts of Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence, and no less than Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, covering the risks generally specified in a public liability insurance policy, with

Tenant and Landlord as insured parties, as their respective interests may appear. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord shall be provided with proof of insurance from Tenant or any subtenant upon request.

(b) To the extent Landlord is permitted to indemnify by law, Landlord and Tenant agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease.

(c) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(d) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs, or damages (including, lines and penalties s) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

**13. Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:

Diamond Towers V LLC  
120 Mountain Avenue  
Springfield, New Jersey 07081  
Attention: Legal Department  
Email: notices@diamondcomm.com

If to Landlord:

Fort Bend ISD  
16341 Lexington Blvd.  
Sugar Land, Texas 77479  
Attention: Genyne Vinson

And with a copy to:

Fort Bend ISD  
16341 Lexington Blvd.  
Sugar Land, Texas 77479  
Attn: Legal Department

**14. Quiet Enjoyment, Title and Authority.** As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power, and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in the public records of Fort Bend County, Texas; (iii) execution and performance of this Lease will not violate any agreement expressly binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

**15. Environmental Laws.** Landlord represents that, to the best of its actual knowledge, without any duty of investigation, it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation. Tenant shall not introduce or use any hazardous Substance on the Property in violation of any applicable law. To the extent required by law, Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws of all spills or other releases of any Hazardous Substance not caused by Tenant that have occurred or which may occur on the Property. Each party, to the extent allowed by law, agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees, to the extent permitted by law, to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Tenant prior to the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, but only to the extent permitted by law, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

**15. Assignment and Subleasing.**

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein with Landlord's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign or transfer the Lease and Easements without Landlord's consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's ownership interest or assets. Upon such assignment, and provided that third party assignee expressly assumes Tenant's liabilities and obligations, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(b) Tenant may not sublease the Premises to other Carriers without obtaining the prior written consent of Landlord, and such sublease or license shall be made utilizing the Colocation Agreement Form, the material terms of which shall be subject to Landlord's prior written consent.

(c) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant. Upon such assignment, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

**16. Successors and Assigns.** Except to the extent otherwise set forth herein, this Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns.

**17. Subtenant/Tenant's Lender Rights.** Landlord agrees to recognize the leases/licenses of all approved subtenants and sublicensees and will permit each of them to remain in occupancy of its premises so long as Tenant and each such respective subtenant or sublicensee is not in default under the Lease, or license covering its Premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements in form and substance reasonably acceptable to Landlord, to further memorialize the foregoing.

**18. Limited First Right of Refusal.** In the event Landlord shall receive a bona fide offer from a Third Party Competitor or if Landlord intends to convey to a Third Party Competitor (as herein defined), all or any portion of the Leased Premises, this Lease or any rights hereunder including the right to receive rent (in each case, the "Sale Assets"), Landlord shall first communicate the terms of such offer to Tenant, provide a copy of the bona fide offer to Tenant and offer to sell such property to Tenant upon the same material terms and conditions, including any financing terms. A Third Party Competitor shall mean any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure or lands on which such wireless telecommunications infrastructure is located (any such person or entity, a "Third Party Competitor"). Tenant shall have thirty (30) days from receipt of said notice from Landlord to accept said offer in writing. If Tenant accepts Landlord's offer within thirty (30) days, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord, in accordance with the bona fide offer. If Tenant purchases the Sale Assets pursuant to this paragraph, any easements granted from Landlord to Tenant for the benefit of the Leased Premises shall become permanent easements without further consideration. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale change and if Landlord has not sold or transferred title to such property within ninety (90) days of the date of Landlord's written notice to Tenant, any such sale and transfer of title shall again be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the current Landlord or by any transferee.

**19. Miscellaneous.**

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements with respect to the subject matter and property covered by this Lease. This Lease may not be changed, altered, modified, limited, or extended unless such agreement be expressed in writing, signed and acknowledged by Landlord and Tenant; or their respective successors in interest.

(b) Landlord agrees to reasonably cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C maybe recorded in place of this Lease by Tenant.

(c) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith.

(d) This Lease shall be construed in accordance with the laws of the state of Texas, without regard to the conflicts of law principles of such state. Venue for any proceeding related to this Lease shall lie in Fort Bend County, Texas.

(e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(g) This Lease may be executed by electronic means, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B, and C, as the case may be, may be replaced by Tenant, upon the prior written consent of Landlord, with such final, more complete exhibit(s).

(i) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through

such broker.

(k) Nothing in this Lease waives or alters any immunities provided Landlord, its officers, employees, or agents under Texas or federal law.

(l) The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURES ON FOLLOWING PAGES]*

**LANDLORD:**

**FORT BEND INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

**Diamond Towers V LLC, a  
Delaware limited liability company**

\_\_\_\_\_  
Name: Michael G. Brett  
Title: COO  
Date: \_\_\_\_\_

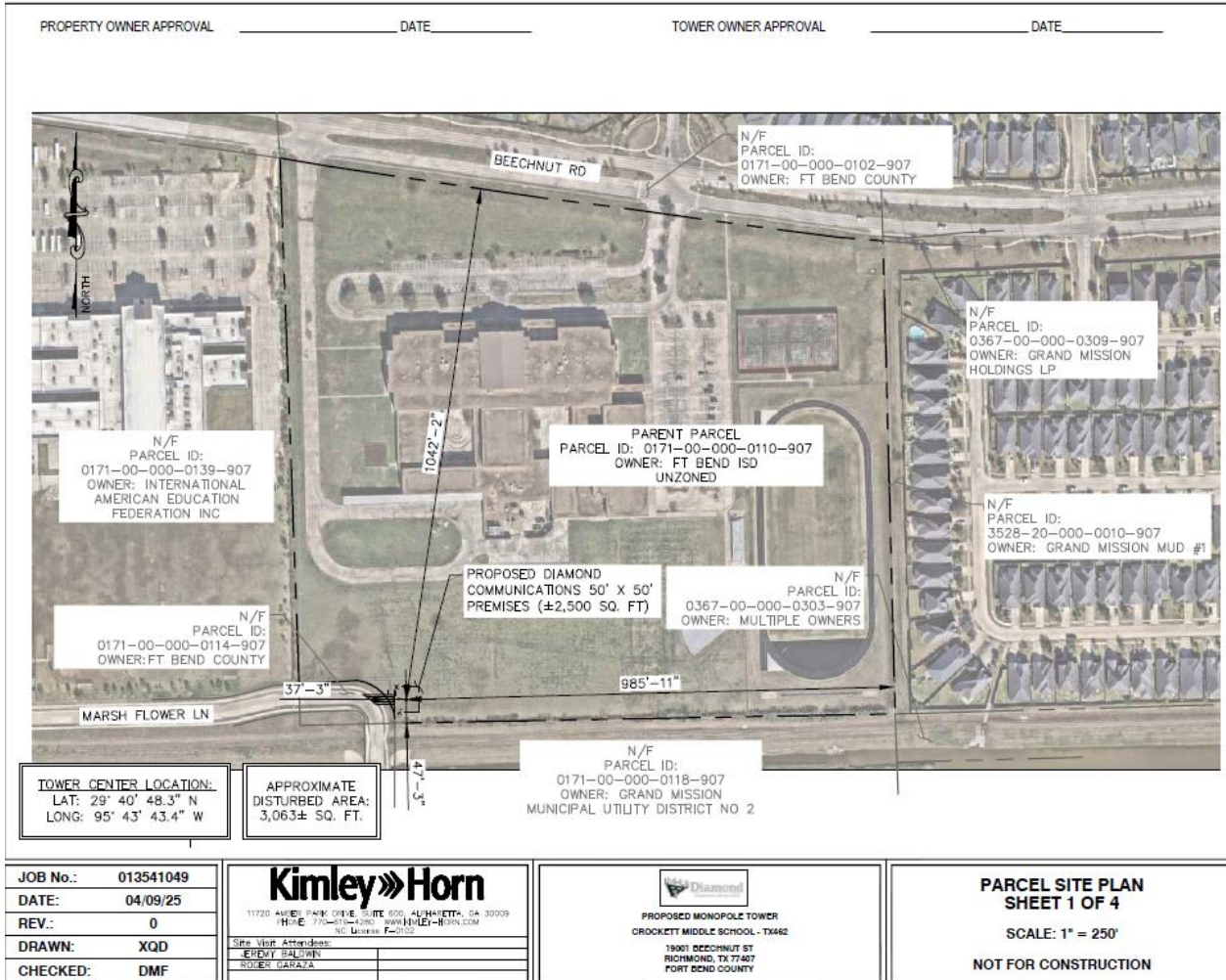
**EXHIBIT A**  
Legal Description

\*TO BE REPLACED BY AS BUILT SURVEY LEGAL DESCRIPTIONS

## EXHIBIT B

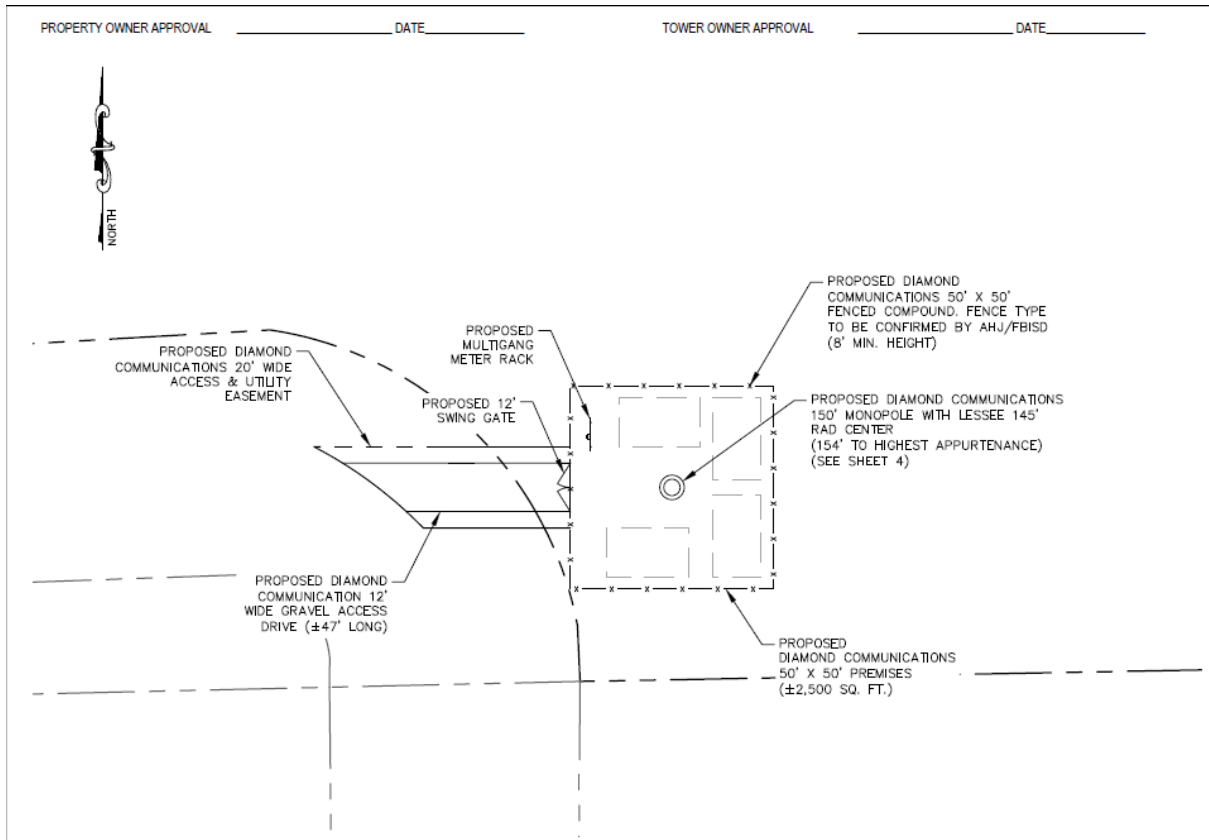
The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

### PREMISES:



\*TO BE REPLACED BY AS BUILT SURVEY LEGAL DESCRIPTIONS

## ACCESS AND UTILITY EASEMENT AREA DESCRIPTIONS:



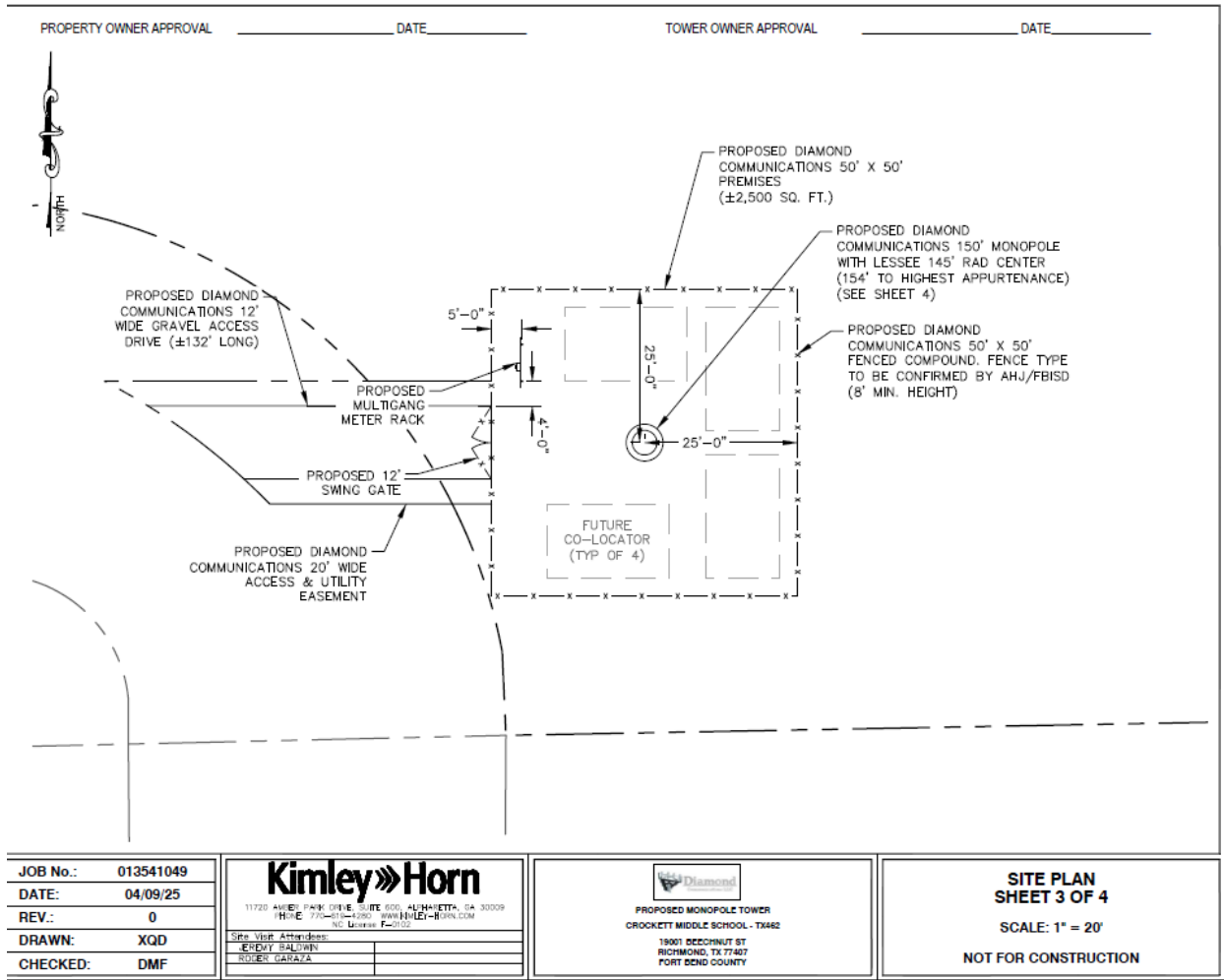
JOB No.:	013541049
DATE:	04/09/25
REV.:	0
DRAWN:	XQD
CHECKED:	DMF

**Kimley»Horn**  
 11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009  
 PHONE 770-412-4390 FAX 770-412-4399  
 WWW.KIMLEY-HORN.COM  
 NC License # 00122

Site Visit Attendees:  
 JEREMY BALDWIN  
 ROGER GARZA

**Diamond**  
 PROPOSED MONOPOLE TOWER  
 CROCKETT MIDDLE SCHOOL - TX462  
 18001 BEECHNUT ST  
 RICHMOND, TX 77407  
 FORT BEND COUNTY

**OVERALL SITE PLAN  
 SHEET 2 OF 4**  
 SCALE: 1" = 30'  
 NOT FOR CONSTRUCTION



\*TO BE REPLACED BY AS BUILT SURVEY LEGAL DESCRIPTIONS

**EXHIBIT C**

**MEMORANDUM OF LEASE**

**Prepared By and Return To:**

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Memorandum of Lease (“Memorandum”) is entered into by and between Fort Bend Independent School District ("Landlord"), whose address is 16341 Lexington Blvd, Sugar Land, Texas 77479 and Diamond Towers V LLC, a Delaware limited liability company ("Tenant"), whose address 120 Mountain Avenue, Springfield, New Jersey 07081.

A Site Lease with Option (the "Lease") by and between Fort Bend Independent School District ("Landlord") and Diamond Towers V LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes.

The Option is for a term of one (1) year(s) after the Effective Date of the Lease (as defined under the Lease), with up to one (1) additional one (1) year renewal(s) ("Optional Period")

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for nine (9) additional and successive five (5) year terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURES BEGIN ON NEXT PAGE]

*IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.*

LANDLORD:

**Fort Bend Independent School District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Fort Bend ISD Board of Trustees

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_ a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged he (or she), as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he (or she) as being authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

Notary Public

My commission expires: \_\_\_\_\_  
\_\_\_\_\_

TENANT:

**Diamond Towers V LLC,**  
a Delaware limited liability company

By: EXHIBIT – NOT FOR SIGNATURE

---

Printed Name: Michael G. Brett

Title: COO

Date: \_\_\_\_\_

STATE OF NEW JERSEY

COUNTY OF UNION

I \_\_\_\_\_ a Notary Public for Union County, New Jersey, do hereby certify that Michael G. Brett personally appeared before me this day and acknowledged he, as COO of Diamond Towers V LLC, a Delaware limited liability company, and that he as being authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

Notary Public  
My commission expires: \_\_\_\_\_

---

## **EXHIBIT A**

Premises are depicted as follows and shall be replaced with a surveyed legal description when re-platting is completed.

**\*TO BE REPLACED BY AS BUILT SURVEY**

## **EXHIBIT B**

Tenant Leased Premises together with Access and Utility Easements are depicted as follows and shall be replaced with a surveyed legal description when re-platting is completed.

\*TO BE REPLACED BY AS BUILT SURVEY

**Prepared By and Return To:**

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is entered into by and between Fort Bend Independent School District ("Landlord"), whose address is 16341 Lexington Blvd, Sugar Land, Texas 77479 and Diamond Towers V LLC, a Delaware limited liability company ("Tenant"), whose address 120 Mountain Avenue, Springfield, New Jersey 07081.

A Master Cell Tower Lease (the "Lease") by and between Fort Bend Independent School District ("Landlord") and Diamond Towers V LLC, a Delaware limited liability company ("Tenant") dated \_\_\_\_\_ was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes.

The Option is for a term of one (1) year after the Effective Date of the Lease (as defined under the Lease), with up to one (1) additional one (1) year renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for nine (9) additional and successive five (5) year terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

**LANDLORD:**

**Fort Bend Independent School District**

By: \_

\_\_\_\_\_  
Name: \_\_

\_\_\_\_\_  
Title: President, Fort Bend ISD Board of Trustees

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_ a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day an acknowledged he (or she), as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he (or she) as being authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

Notary Public  
My commission expires:

\_\_\_\_\_

**TENANT:**

**Diamond Towers V LLC,**  
a Delaware limited liability company

By:

\_\_\_\_\_

Printed Name: Michael G. Brett

Title: COO

Date: \_\_\_\_\_

STATE OF NEW JERSEY

COUNTY OF UNION

I \_\_\_\_\_ a Notary Public for Union County, New Jersey, do hereby certify that Michael G. Brett personally appeared before me this day and acknowledged he, as COO of Diamond Towers V LLC, a Delaware limited liability company, and that he as being authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

(Signature of Notary)

Notary Public

My commission expires:

**EXHIBIT A**

Premises are depicted as follows and shall be replaced with a surveyed legal description when re-platting is completed.

**\*TO BE REPLACED BY AS BUILT SURVEY**

## **EXHIBIT B**

Tenant Leased Premises together with Access and Utility Easements are depicted as follows and shall be replaced with a surveyed legal description when re-platting is completed.

\*TO BE REPLACED BY AS BUILT SURVEY

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 2024-2025 Low Attendance Waiver</b>		
<b>Board Policy:</b>	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval of low attendance waiver and granting the superintendent authority to approve and submit all necessary waiver requests for the 2024-2025 school year.

<b>Summary/Background</b>
<p>FBISD is seeking approval of the following low attendance day waiver.</p> <ul style="list-style-type: none"><li>• Other - 7 Campus (3 days total)</li><li>• Safety 4 Campuses (3 days total)<ul style="list-style-type: none"><li>○ On September 9, 2024, Dulles HS and Dulles MS incurred low attendance due to receiving a report of an alleged threat against the school via social media.</li><li>○ On September 13, 2024, Sartartia MS incurred low attendance due to receiving a report of an alleged threat against the school via social media.</li><li>○ On September 23, 2024, EA Jones ES and Missouri City MS, A/C Chillers went out and there was no air conditioning in either building.</li><li>○ On September 25, 2024, Missouri City MS, A/C Chillers were still not operating and there was no air conditioning flowing through the building.</li><li>○ On January 23, 2025, Goodman ES, Ridgeway ES, Ridgeway ELC, Ridgeway ES and Willowridge HS reported low attendance due to national wide immigrant</li></ul></li></ul>

# Fort Bend Independent School District

protest.

- On February 11, 2025, Bush HS incurred low attendance due to an area power outage.

The table below presents the attendance rate for the date requiring approval, the overall attendance for the 2023-24 school year, and the difference for each affected campus.

Campus Number	Campus Name	Date Needing Attendance Approval	Reason	2023-2024 Overall Attendance %	Attendance on Impacted Date %	Difference %
001	Dulles HS	9/9/2024	Safety	94.68%	71.33%	23.35%
041	Dulles MS	9/9/2024	Safety	95.37%	72.49%	22.88%
050	Sartartia MS	9/13/2024	Safety	98.42%	77.82%	20.60%
101	EA Jones	9/23/2024	Other	93.68%	34.70%	58.98%
042	Missouri City MS	9/23/2024	Other	93.36%	0.32%	93.04%
042	Missouri City MS	9/25/2024	Other	93.36%	55.72%	37.64%
139	Goodman ES	2/3/2025	Other	94.34%	74.29%	20.05%
116	Ridgegate ES	2/3/2025	Other	92.97%	72.58%	20.39%
158	Ridgemont ELC	2/3/2025	Other	91.14%	71.05%	20.09%
109	Ridgemont ES	2/3/2025	Other	94.31%	71.14%	23.17%
002	Willowridge HS	2/3/2025	Other	90.04%	68.58%	21.46%
011	Bush HS	2/11/2025	Safety	92.20%	81.30%	10.90%

Under the existing state school finance system, general fund revenue—including both state aid and local levy—is directly tied to student average daily attendance (ADA). “Refined” ADA is calculated by dividing the total number of days attended by all students in a six-week period by the number of days taught. These results are summed across all six-week periods in a school year and averaged. The refined ADA is then adjusted based on special services and programs, resulting in the Weighted Average Daily Attendance (WADA), which determines the total operational revenue districts receive.

The Texas Education Agency (TEA) offers a process allowing districts to apply for waivers to exclude instructional days with attendance at least ten percentage points below the previous school year’s average due to weather, health, safety concerns, or other factors from Average Daily Attendance (ADA) calculations. Additionally, waivers are available for missed instructional days when a campus is forced to close for similar reasons. These waivers help mitigate the financial impact of low attendance on district funding.

Districts may request waivers for low attendance or missed instructional days, either for the entire district or specific campuses. If seeking a district-wide waiver, the prior year’s ADA serves as the benchmark, while campus-specific waivers use the previous year’s campus ADA. TEA requires Board of Trustees approval before waiver requests can be submitted through its automated application system.

Final accumulated school year funding from TEA is determined using summer Public

# Fort Bend Independent School District

Information Management System (PEIMS) data files. If a waiver is approved, these files should exclude low attendance days. While TEA accepts Board-approved waivers until July 31, districts should ensure student PEIMS data files are completed by the June PEIMS summer submission deadline.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent Operations

Long Pham  
Chief Information Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 2025-2026 Student Code of Conduct</b>		
<b>Board Policy: FO (Legal)</b>	<b>District Priority: Priority 2</b>	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent <input checked="" type="checkbox"/> Reviewed by Chief of Staff		

<b>Recommendation</b>
Consideration and approval of the Student Code of Conduct for the 2025-2026 school year.

<b>Summary/Background</b>
<p>Chapter 37 of the Texas Education Code mandates that the Board of Trustees adopt a Student Code of Conduct (SCC). The SCC provides methods and options for managing behavior and disciplining students in the classroom, on school grounds, and at school-related events. The SCC provides guidance for campus administrators to address behavior and assign consequences in a fair and equitable manner in accordance with Chapter 37 and the Texas Education Data Standards (TEDS) Appendix E. The SCC also provides clarity for students and parents about offenses that require mandatory placement outside of the classroom and those in which campus and District administrators may exercise discretion.</p> <p>To ensure fluidity throughout, the Administration held multiple focus groups comprised of students, parents, community members, principals, assistant principals, and Campus Behavior Coordinators. The feedback gathered from stakeholders was instrumental in revising, reorganizing, and adding more clarity of processes and verbiage to provide a more comprehensible Student Code of Conduct. The Administration has also made changes based on the definitions and coding updates outlined in TEDS Appendix E related to state discipline data reporting.</p> <p>The following revisions were additionally made to the proposed 2025-2026 Student Code of Conduct:</p> <p>Stakeholder Groups:</p> <ul style="list-style-type: none"><li>• Board of Trustees</li><li>• Campus Behavior Coordinator - CBC</li></ul>

# Fort Bend Independent School District

- District Discipline Advisory Committee - DDAC
- Department of School Leadership – DSL
- Department of Student Affairs – DSA

Page	Section	Recommended Action From 2024-2025	Action / Rationale To 2025-2026	Stakeholder Group
4	Quick Reference Guide	Add	<b>Action:</b> Add Quick Reference Guide to the SCC <b>Rationale:</b> Readability	DSA DDAC
5	Commonly Used Acronyms	Add	<b>Action:</b> Add acronym for Multi-Tiered System of Supports <b>Rationale:</b> Clarity with Behavior Management Program	DSA
11	SCC Definitions	Add	<b>Action:</b> Add definition for Multi-Tiered System of Supports <b>Rationale:</b> Clarity with Behavior Management Program	DSA
27, 29, 30,32, 35, 37, 51	Discipline Offenses Charts - Additional Action Options	Delete	<b>Action:</b> Remove the word “Saturday” as an action option for detention <b>Rationale:</b> Uniformity with campus operations	CBC DSL
47	Dress Code, Miscellaneous	Add	<b>Action:</b> Athletic/ski masks or coverings are be prohibited during school hours <b>Rationale:</b> School/Student safety	CBC DSL
48	Dress Code	Add	<b>Action:</b> Dress Code Information Graphic <b>Rationale:</b> Clarity	DSA DDAC CBC
30	Discipline Offense Charts	Add	<b>Action:</b> Leaving the classroom without Permission (Grades 3-5) - Level 1 <b>Rationale:</b>	CBC DSL

# Fort Bend Independent School District

			School/Student safety	
27, 30, 35	Discipline Offense Charts	Delete	<b>Action:</b> Referral Dismissed <b>Rationale:</b> Not a SCC violation	CBC DSA
27, 30, 35	Discipline Offense Charts	Delete	<b>Action:</b> Remove Truancy Diversion Program <b>Rationale:</b> Program change	CBC DSA
4	Quick Reference Guide	Add	<b>Action:</b> Add Quick Reference Guide to the SCC <b>Rationale:</b> Readability	DSA DDAC
33, 38,	Discipline Offenses Charts, Discretionary Expulsion	Change	<b>Action:</b> Breach of <b>Computer Security</b> <b>Rationale:</b> Alignment with SCC definition	CBC DSL
28, 31, 36	Discipline Offense Charts	Change	<b>Action:</b> Failure to <b>comply</b> with assigned discipline <b>Rationale:</b> Clarity	CBC DSL
35	Discipline Offense Charts	Add	<b>Action:</b> Add Level 1 Offense – Sale of non- district sponsored items <b>Rationale:</b> School operations	CBC DSL
33, 38	Discipline Offense Charts	Delete	<b>Action:</b> Remove JJAEP “Discretionary” for Assault against someone other than School District Employee <b>Rationale:</b> Not aligned with JJAEP/TASB Discipline Chart	DSA Legal
38	Discipline Offense Charts	Delete	<b>Action:</b> Remove JJAEP “Discretionary” for Conduct punishable as a felony <b>Rationale:</b> Not aligned with JJAEP/TASB Discipline Chart	DSA Legal

# Fort Bend Independent School District

33, 38	Discipline Offense Charts	Add	<p><b>Action:</b> Add “Conduct Off Campus/No School Related <b>Not</b> Sponsored for Felony Title 5</p> <p><b>Rationale:</b> Alignment with JJAEP/TASB Discipline Chart</p>	
34, 38	Discipline Offense Charts	Delete	<p><b>Action:</b> Remove “School Related Gang Violence”</p> <p><b>Rationale:</b> Subject to determination by Law Enforcement, not included in the TASB Discipline Chart</p>	DSA Legal
34, 39	Discipline Offense Charts	Delete	<p><b>Action:</b> Delete “Unlawful Carry of a Club”</p> <p><b>Rationale:</b> Embedded in “Conduct containing elements of an offense relating to prohibited weapons” P. 38</p>	DSA Legal
74,75, 76	Telecommunications and Electronic Devices	Change	<p><b>Action:</b> Change per policy</p> <p><b>Rationale:</b> FNCE (LOCAL)</p> <p>Students in grades 2-12 may possess personal telecommunication devices: however, cell phone devices, smart watches, and sound transmission devices such as earbuds, headphones, and speakers must remain off and usage is prohibited during instructional hours (to include extended day, tutorials, etc.)</p>	Board of Trustees

# Fort Bend Independent School District

			<p>Personal devices may be used in accordance with campus and District rules only at times specifically authorized by a campus, including before school, after school, transition periods, and during lunch periods or as outlined by the Student Code of Conduct.</p> <p>The following guidelines will be required of students who choose to bring these devices to school:</p> <p>Students <u>are not</u> to use the devices to receive or place personal calls or send/read personal messages during instructional <u>hours</u>:</p> <p>A student shall obtain prior approval, as directed in the student handbook, before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. A student shall submit medical documentation from a physician for medical use. [See CQ]</p>	
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# Fort Bend Independent School District

			Any student who uses a personal telecommunication device to engage in academic dishonesty or transmission of communication engaging in or promoting bullying, threats, or inappropriate images, etc. shall receive disciplinary action as outlined in the Student Code of Conduct. Guidelines regarding other personal electronic devices shall be addressed in the student handbook.	
77	Telecommunications and Electronic Devices	Add	<b>Action:</b> Telecommunications Information Graphic <b>Rationale:</b> Clarity	DSA DDAC CBC
83	Threat Assessment	Add	<b>Action:</b> Threat Assessment Information Graphic <b>Rationale:</b> Clarity	DSA DDAC CBC

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan  
Deputy Superintendent Teaching and Learning

Lisa Langston  
Executive Director of Student Affairs



2025-2026

# Student Code of Conduct

## CORE BELIEFS AND COMMITMENTS

**Core Belief 1: All students can reach their full potential.**

**Commitment:** Fort Bend ISD will provide an educational system that will enable all students to reach their full potential.

**Core Belief 2: We believe student success is best achieved...**

...through effective teachers that inspire learning.

**Commitment:** Fort Bend ISD will recruit, develop and retain effective teachers.

...in a supportive climate and safe environment.

**Commitment:** Fort Bend ISD will provide a supportive climate and a safe learning/working environment.

...by empowered and effective leaders throughout the system.

**Commitment:** Fort Bend ISD will provide and promote leadership development at all levels.

...in a well-functioning, high-performing community of learners.

**Commitment:** Fort Bend ISD will be a collaborative, efficient and effective learning community.

## MISSION AND VISION

### MISSION

Fort Bend ISD exists to inspire and equip all students to pursue futures beyond what they can imagine.

### VISION

Fort Bend ISD will graduate students who exhibit the attributes of the District's Profile of a Graduate.

## DISTRICT PRIORITIES



### DISTRICT PRIORITY 1

Increase successful student outcomes through enhanced learning opportunities.

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

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



### DISTRICT PRIORITY 2

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

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

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

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



### DISTRICT PRIORITY 3

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

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

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

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# **Fort Bend Independent School District (FBISD)**

## **Student Code of Conduct**

### **2025 - 2026**

If you have difficulty accessing the information in this document because of disability, please contact the Department of Student Affairs at 281-327-2829 or email at [Student.Affairs@fortbendisd.gov](mailto:Student.Affairs@fortbendisd.gov) for assistance.

## **Quick Reference Guide**

### **Bullying**

Procedures for investigating and responding to bullying allegations.

### **Cellphone Policy**

Campus-specific or district-wide rules for student device use.

### **Disciplinary Alternative Education Program (DAEP/JJAEP) Placement**

Guidelines for student placements in alternative education settings.

### **Discipline Decision Appeals**

Process for parents/students to appeal disciplinary decisions.

### **Discipline Offenses and Consequence Charts**

Provides tiered consequences aligned to elementary, middle, and high school levels.

### **Student Dress Code**

Policy outlining acceptable attire and appearance standards.

### **Student Searches**

Guidelines for lawful, reasonable searches of student property or person.

### **Student Threat Assessment**

Protocol for evaluating and responding to student threats of harm to self or others.

### **Title IX Investigations & Sexual Harassment**

Procedures for responding to allegations of sexual harassment or discrimination.

## Commonly Used Acronyms

The Student Code of Conduct contains various terms and referenced acronyms related to discipline. Commonly used acronyms are listed below to help better understand the content included in the Code.

AP – Assistant Principal  
ARD – Admission, Review, and Dismissal  
BIP – Behavior Improvement Plan  
BSS – Behavior Support Services  
CBC – Campus Behavior Coordinator  
CBD -Cannabidiol  
CPS – Child Protective Services  
CSTAT- Campus Student Threat Assessment Team  
CTE – Career and Technical Education  
DA – District Attorney  
DAEP – Disciplinary Alternative Education Program  
DEP - District Expulsion Program  
DSA – Department of Student Affairs  
DSL – Department of School Leadership  
DSTAT – District Student Threat Assessment Team  
FBA – Functional Behavior Assessment  
FORR – First Offense Rise Response  
IDEA – Individual with Disabilities Education Act  
IEP - Individualized Education Program  
ISS – In-School Suspension  
JJAEP - Juvenile Justice Alternative Education Program  
OSS – Out-of-School Suspension  
MDR – Manifestation Determination Review  
MTSS – Multi-Tiered System of Support  
PEIMS - Public Education Information Management System  
PSUU – Possession, Sell, Use, Under the Influence  
RISE - Resilience, Intervention, Support, and Empowerment  
SCC - Student Code of Conduct  
SEL – Social Emotional Learning  
SRO – School Resource Officer  
SST- Student Support Team  
TEC -Texas Education Code  
TEDS -Texas Education Data Standards  
THC - Tetrahydrocannabinol

## Student Code of Conduct Definitions

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - 65 years of age or older, or
  - A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

- Starting a fire or causing an explosion with intent to destroy or damage:
  - Any vegetation, fence, or structure on open-space land; or
  - Any building, habitation, or vehicle:
    - Knowing that it is within the limits of an incorporated city or town;
    - Knowing that it is insured against damage or destruction;
    - Knowing that it is subject to a mortgage or other security interest;
    - Knowing that it is located on property belonging to another;
    - Knowing that it has located within it property belonging to another; or
    - When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
- Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
- Intentionally starting a fire or causing an explosion and in so doing:
  - Recklessly damaging or destroying a building belonging to another; or
  - Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as when a person intentionally, knowingly, or recklessly causes bodily injury to another person. An assault must involve a victim and a perpetrator(s) and the victim must receive bodily injury. If these criteria are not met, then the proper category would be **Other Student Code of Conduct Violation** (Action Reason Code 21).

**Bodily Injury** means physical pain, illness, or any impairment of physical condition. Texas Penal Code § 1.07 (8)

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined by *Texas Education Code 37.0832* as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

- Bullying that occurs on or is delivered to school property or to the site of a school- sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school- sponsored or school-related activity.

**Cheating** is defined as giving or receiving information or help on a test; plagiarizing or representing another person's work as their own, possession of any unauthorized material during a test; copying another student's assignment or knowingly allowing another unauthorized student to copy from his/her assignment; working with others on a project that is meant to be done individually; unauthorized possession of test or quiz questions and/or answer sheets; completing an assignment, test or quiz on behalf of another student; submitting duplicate work; having someone else complete an assignment, test, or quiz on behalf of the student, accessing a teacher edition, or other examples of academic dishonesty. Using electronic devices to send or receive information as described above or utilizing Artificial Intelligence (AI) to represent a student's original work is also classified as cheating.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Continued/Repeated Non-PEIMS reportable violations** are repeated documented level 1 offenses.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of

any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**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 another 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, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**Disruptive Behavior** is when a student engages in behavior causing an interruption in a class or activity. Disruption includes but is not limited to sustained yelling; screaming; noise created with objects; horseplay or roughhousing; off-task behavior that impedes on other people's ability to learn, and/or sustained non-compliant out-of-seat behavior that distracts from student learning.

**Disruption of the Educational Environment** is defined as conduct by students either in or out of class which for any reason — whether because of time, place, or manner of behavior— materially disrupts classwork or involves substantial disorder or invasion of the rights of others is prohibited. For purposes of this rule, “school property” shall include the public school campuses or school grounds or buildings used by the District schools for assemblies or other school-related activities, and “public property” includes any street, highway, alley, public park, or sidewalk. No person shall be permitted, on school property or on public property within 300 feet of school property, to intentionally disrupt, alone or in concert with others, the conduct of classes or other school activities. Conduct which disrupts the educational activities of a school includes:

- Emissions by means of noise of an intensity that prevents or hinders classroom instruction;
- Enticement or attempted enticement of students away from classes or other school activities that students are required to attend;
- Prevention or attempted prevention of students from attending classes or other school activities that students are required to attend; and
- Entrance into a classroom without consent of either the principal or the teacher and either through acts of misconduct and/or use of loud or profane language causing disruption of class activities.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a

mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e- cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**Failure to Complete Assigned Discipline** is when a student refuses to complete an assigned disciplinary action.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

**False Document** is when a student presents false documents or misrepresents parent notice.

**Fighting/Mutual Combat** is mutual intentional participation in a physical altercation. Includes but is not limited to pushing, hitting, kicking, shoving, pinching, punching, and other intentional physical confrontations. Threatening interactions or antagonistic behavior prior to the encounter will not be considered as self-defense.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

- Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Gambling** is an agreement to win or lose something of value solely or partially by chance.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

- Conduct that meets the definition established in district [policies DIA](#) (LOCAL) and [FFH](#) (LOCAL);
- Conduct that threatens to cause harm or ~~serious~~ bodily injury to another person, including a district

student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or

- Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
  - Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.
  - Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - Making a telephone call and intentionally failing to hang up or disengage the connection;
  - Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section.
  - Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit list** is defined by Education Code 37.001 (3) as a list of people targeted to be harmed, using: (A) a firearm, as defined by Section 46.01(3), Penal Code; (B) a knife, as defined by Section 46.01(7), Penal Code; or (C) any other object to be used with intent to cause bodily harm.

**Horseplay** is defined as rough or boisterous play.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Inappropriate Familiarity** is any inappropriate or unduly intimate or informal conduct between students including kissing or inappropriate touching with consent.

**Inappropriate Physical Contact (i.e. hitting, grabbing)** is intentionally or knowingly causes physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive or provocative. (Texas Penal Code, Title V, Chapter 22, Section 22.01)

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Insubordination** is when a student engages in refusal to follow directions or talks back.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Leaving school** is defined as leaving the campus without authorization, permission, or following appropriate campus protocols.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Multi-Tiered System of Supports** is a proactive multi-level prevention system of academic and behavioral tiered support for all students.

**Non DAEP Threat-** A transient threat or threat not meeting the level to cause fear as determined by a campus or district threat assessment.

**Obscene Gesture** is when a movement or position of the body, especially of the hands or arms

that is considered exceedingly offensive or vulgar.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Peer Conflict** is a controversy, quarrel, or struggle between two or more people who appear to have different goals or desires. It is normal for students to not always agree with each other about what they think or what they want to do. Often, peer conflicts arise suddenly because students of

the same relative amount of power see the same situation from two different points of view.

When students are in conflict, the incident is usually two-sided – each student is being aggressive towards the other one. In bullying, it tends to be one-sided.

**Possess/Sell/Use Over Counter Medicine-** Possession, under the influence, or distributing over the counter medicine.

**Possess/Sell/Use Look Alike Drug** In possession of or distributing a substance that appears or is presented as a controlled substance.

**Possess/Sell/Use Matches or Lighter** Use/possession of combustibles-Student is/was in possession of substances/objects readily capable of causing bodily harm and/or property damage(matches, lighters, firecrackers, gasoline, and lighter fluid).

**Possession** means actual care, custody, control, or management. In regard to drugs and alcohol, a student may also be considered in possession by means of consumption. A student shall be considered to be in possession of any amount of a substance or object prohibited or regulated by this Student Code of Conduct if the substance or object is:

- On the student's person or in the student's personal property, including but not limited to the student's clothing, purse, book bag, backpack, or briefcase;
- In any private vehicle driven by the student to or from school or school-related activities, including but not limited to, an automobile, truck, motorcycle, or bicycle; or
- Telecommunications or electronic devices; or
- In any school property used by the student, including but not limited to, a locker or a desk.

Additionally, a student's self-admission to the possession of a prohibited substance or object at school or at a school-related activity is considered to have been in possession for the purpose of assessing school disciplinary consequences. Students should be cautious about holding on to items, distributing items, or placing items in their lockers for other students.

**Profanity-** Student delivers verbal messages that include swearing, name calling, or use of words in an inappropriate way.

**Prohibited weapon** under Penal Code 46.05(a) means:

- The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
  - An explosive weapon;
  - A machine gun;
  - A short-barrel firearm;
  - Armor-piercing ammunition;
  - A chemical dispensing device;
  - A zip gun;
  - A tire deflation device; or
  - An improvised explosive device.

**Public lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Restorative Practices** is defined as an approach that helps strengthen relationships, build community, and prevent conflict. It is a way of being, thinking, interacting, teaching and learning centered around building relationships.

**Robbery/Theft/Stealing (non-felony)** is taking money or personal property without permission.

**Safety Rule Violation-** Level 1 offense that creates potential for harm to student's safety. This type of violation refers to a breach of a safety standard, regulation, policy, or rule created to ensure the safety of campus students and staff.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself. To claim self-defense, the student must (1) be without fault in provoking the encounter, (2) not act as aggressor, (3) overtly expresses a reluctance to engage in mutual combat and (4) use the minimum force required to remove himself or herself from immediate danger or harm. Actions that escalate or continue the encounter will not be considered self-defense. Threatening interactions or antagonistic behavior prior to the encounter will not be considered as self-defense.

**Serious bodily injury** means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

**Serious bullying** TEC Sec.37.0052 (b) defines bullying behavior as:

- (1) engages in bullying that encourages a student to commit or attempt to commit suicide;
- (2) incites violence against a student through group bullying; or
- (3) releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent

**Serious misbehavior** means;

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.0, Penal Code; or
- (4) Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08
  - c. Criminal mischief under Penal Code 28.03
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student of district employee.

**Serious offense or persistent misbehavior** includes, but is not limited to:

- Behavior identified by the district as grounds for discretionary DAEP placement;
- Actions or demonstrations that substantially disrupt or materially interfere with school activities;
- Repeated or severe Insubordination;
- Repeated Profanity, vulgar language, or obscene gestures;

- Repeatedly leaving school grounds without permission;
- Falsification of records, passes, or other school-related documents;
- Refusal to accept discipline assigned by the teacher or principal;
- Continued/repeated PEIMS reportable violations;
- Extortion/Coercion/Blackmail;
- Possession/Distribution of pornographic materials;
- Possession of a knife blade <5.5 inches;
- Vandalism;
- Inappropriate physical contact with criminal referral;
- Possesses/conspiring to possess explosives/explosive devices;
- Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.;
- Making/ Assisting with making a false alarm or report non-emergency response deployed;
- Aggressive, disruptive behavior (assault Class C misdemeanor);
- Unauthorized use/intentional misuse of computer soft/hardware;
- Assault (no bodily harm) with threat of imminent bodily injury; or
- Assault by offensive or provocative physical contact.

**Sexting** is defined as the practice of sending sexually suggestive, nude, or partially nude photographs and/or sexually explicit messages electronically.

**Sexual harassment** is defined as conduct that is so severe, pervasive, and objectively offensive that it can be said to deprive the victim of access to the educational opportunities or benefits provided by the school. Sexual harassment does not include simple acts of teasing and name-calling among school children, even when the comments target differences in gender. (Teasing or name-calling is disciplined based on the seriousness of the offense as specified on the discipline charts.) If a student believes he/she has been sexually harassed, the student or the student's parents should report the incident to any of the following: principal, assistant principal, counselor, or the District's Title IX Coordinator, or the Director of Human Resources.

If a student's conduct is offensive and unwelcome, campus administrators will determine how the conduct should be disciplined in accordance with the District's Discipline Management Plan and Student Code of Conduct. Consequences for misbehavior classified as sexual harassment apply to students of all ages.

**Sexual misconduct** is misconduct of a sexual nature that is of lesser offense than sexual harassment and other Title IX behaviors. These behaviors may include but are not limited to non-consensual groping, offensive sexually charged statements, unwanted sexual advances that do not meet criteria for Title IX offenses, statements or comments sexual in nature that a reasonable person would deem as offensive.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**SK-Skipping a Class-** Student leaves or misses class without permission.

**Tardies-** Student arrives at class after the bell (or signal that class has started).

**Telecommunication device** is defined as items such as, but not limited to, cell phones, smart phones, smart watches, electronic readers, and laptops with the capability of sending and receiving messages or information, and any related accessories including but not limited to wires,

headphones, and ear clips.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Felony assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Improper relationship between educator and student under Section 21.12;
- Indecency with a child under Section 21.11;
- Injury to a child, elderly individual or disabled individual under Section 22.04;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Trauma Informed Practice** is defined as a strength-based framework grounded in an understanding of and responsiveness to the impact of trauma.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily ingesting or introducing into one’s body, a prohibited substance, by any means.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

## General Information

### **Accessibility**

If you have difficulty accessing the information in this document because of a disability, please contact The Department of Student Affairs at 281-327-2829 or email [Student.Affairs@fortbendisd.gov](mailto:Student.Affairs@fortbendisd.gov).

### **Purpose**

The Student Code of Conduct (“Code”), as required by Chapter 37 of the Texas Education Code (TEC), provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the FBISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code shall be available at the campus behavior coordinator’s (CBC) office and posted on the district’s website [www.fortbendisd.gov](http://www.fortbendisd.gov). Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student/Parent Handbook, the Code shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

## **Anti-Discrimination**

The district does not discriminate against students on the basis of race, sex, national origin, disability, religion, color, or ethnicity when enforcing the provisions of this Code.

## **School District Authority and Jurisdiction**

In adopting this Student Code of Conduct (SCC or this Code), the Board of Trustees has established rules, guidelines and procedures to further support a safe learning environment for all students. The SCC includes information regarding the district-wide behavior management plan, descriptions of prohibited conduct, the disciplinary options, methods, and consequences for preventing and addressing student misconduct and the process the district will follow when administering disciplinary consequences.

Students may be subject to campus, classroom including online learning platforms, such as Schoology, Edgenuity, or other forms of distance learning, transportation, extracurricular, and/or organizational rules in addition to those found in this Code. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in conduct that is not specifically addressed in this Code, the student may still be disciplined if the conduct disrupts or interferes with the educational process, learning environment, or school safety.

The SCC remains in effect during summer school and at all school related events and activities outside the school year until an updated version becomes effective for the next school year. If there is a conflict between the SCC and the Student/Parent Handbook, the terms of this Code will control. If there is a conflict between this Code and another District policy, the more recently adopted policy will control.

The SCC is posted on the district's website and is available at each FBISD school in the office of the campus principal or Campus Behavior Coordinator (CBC). District policies referenced in this Code are arranged in the [Board Policy Manual posted on the FBISD website](#). School rules and Code establish the district's authority to administer discipline and apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

- During the regular school day;
- While the student is traveling on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- At any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as defined by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; or;
- When the student is required to register ~~as~~ a sex offender.

## **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, the associate principal at the secondary level or any other campus administrator selected by the principal at the elementary level. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student/Parent Handbook, for each campus, the email address and telephone number of the person serving as the CBC.

Contact information may be found on the *Fort Bend ISD website*, under the [Department of Student Affairs webpage](#).

## **Department of Student Affairs (DSA)**

The Superintendent has established the Department of Student Affairs (DSA) as a resource for students and parents/guardians to understand the expectations and rules governing student conduct, and as a liaison with campus administrators to ensure the fair and equitable application of discipline for misconduct as outlined in this Code. Under the direction of the Executive Director for Student Affairs, the DSA shall provide regular training to campus administrators on this Code, monitor trends and patterns of student misconduct, and respond to student/parent complaints and appeals concerning student discipline.

## **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies [FNF \(LEGAL\)](#) and [FNF \(LOCAL\)](#) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district or in violation of the Code of Conduct.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

## **Reporting Crimes**

Certain acts of misconduct may constitute criminal offenses in addition to violations of this Code. The CBC, school administrators, or District employees shall report crimes as required by law and shall contact local law enforcement regarding suspected criminal activity. The CBC or school administrators will cooperate with law enforcement regarding any potential criminal activity occurring on campus, within 300 feet of campus, or at a school related or school-sponsored event. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding. Further, criminal charges may be referred to the Fort Bend County District Attorney (DA) by law enforcement. Referral to the DA is a function of law enforcement and not a function of school-based discipline. The campus should consult with the Department of Student Affairs when considering DAEP/expulsions for offenses committed off-campus.

## **Criminal Charges or Classifications**

If a student is charged with a crime or engages in conduct punishable as or that contains the elements of a crime for which disciplinary actions are mandated by law, the student may be disciplined based on the law enforcement officer's classification and/or the criminal charge(s) accepted by the county district attorney (DA). Certain offenses require mandatory removal to a disciplinary alternative education program (DAEP) and while others require mandatory expulsion to a juvenile justice alternative education program (JJAEP). In some circumstances, a student may be arrested for an offense which initially requires mandatory removal to a DAEP; however, after completion of the criminal investigation, if charges are upgraded to an offense classified as an expellable offense, the school will be required to recommend expulsion based upon the officer's classification or charges being filed. Since school discipline does not have to meet the same standards of evidence as law enforcement, the disciplinary assignment is not reduced or dropped

based on the outcome of the criminal case which might include a motion to dismiss, deferred adjudication, deferred prosecution, etc.

In addition, there are certain criminal charges (see pages 61-68), which occur off-campus at non-school-sponsored or non-school-related events for which the district is required to remove the student from the regular classroom setting. Upon notification from a law enforcement agency that such a crime has been committed, the school will recommend appropriate disciplinary actions. If the charges for one of these off-campus offenses are later reduced or dropped and documentation of the reduction can be provided, the district will reconsider the disciplinary action. If the charges remain and the student receives deferred adjudication or deferred prosecution, the student will be required to complete the disciplinary assignment.

### **Security Personnel**

To ensure the security and protection of students, staff, and property, the board utilizes district police officers. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to these persons. The law enforcement duties of district peace officers are listed in policy [CKE](#) (LOCAL).

District police officers are educators first as they have the opportunity to positively interact with students and contribute to a positive culture and climate. Police officers employed by the district shall have all the powers, privileges, and immunities. A district police officer shall perform law enforcement duties for the school district that must include protecting the safety and welfare of any person in the jurisdiction of the police officer and the property of the school district.

In determining the law enforcement duties, the board shall coordinate with district campus behavior coordinators and other district employees to ensure that district police officers are tasked only with duties related to law enforcement intervention and not tasked with behavioral or administrative duties better addressed by other district employees. All behavioral and administrative duties shall remain the responsibility of the CBC and the campus administration.

### **Questioning of Students by Outside Authorities**

When law enforcement officers or other lawful authorities such as CPS wish to question or interview a student at school, the principal or designee will cooperate fully regarding the conditions of the interview if the questioning or interview is part of a child abuse investigation. See policy [GRA](#) (Local).

In other circumstances:

- The principal shall verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the student at school;
- The principal ordinarily shall make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the interviewer raises what the principal considers to be a valid objection to the notification, parents will not be notified. Failure or inability to notify the parents or other persons having lawful control of the student will not ordinarily prevent or delay questioning by law enforcement officials. The principal or designee will notify parents of the questioning, absent any reasonable objections from the interviewer;
- The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer raises what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence; such as in a case including a criminal investigation;
- It is the police officer's responsibility to inform the student of his/her rights (Miranda Warning) when required by law. Once a police officer begins questioning a student, all responsibility for such questioning rests with the police officer.

It should be noted that, when Fort Bend ISD police officers are working with school officials or on their behalf to investigate school-related behavior or concerns, students are not generally entitled to

be read their rights (“Miranda Warnings”) unless the students are under arrest during such questioning.

Fort Bend ISD will not impede the questioning of a student by a law enforcement officer who has a subpoena, court order, warrant, or directive to apprehend, or who is willing to take the child into custody and remove the child from campus for investigation regarding a non-school-related matter under Texas Family Code 52.01.

In case of removal from the campus, the law enforcement officer will be requested to follow campus procedures for checking the student out of school. However, absent one of these provisions, school personnel will request that, prior to allowing an interview for non-school-related matters, parental permission must be obtained.

Fort Bend ISD will also not impede a CPS investigation and will allow CPS case workers or law enforcement officers to question students related to a reported claim of child abuse.

### **Use of Trained Dogs**

Students and guardians are advised that the district has adopted a policy on the use of trained dogs, as outlined below, which specifically provides that: Lockers, classrooms and common areas may be sniffed by trained dogs at any time when students are not present. Vehicles parked on school property may be sniffed by trained dogs at any time. A student in possession of contraband shall be subject to appropriate disciplinary action in accordance with this Code.

The district shall use specifically trained non-aggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances and alcohol. See policy [FNF](#) (Legal). This program is implemented to prevent drug and alcohol use in District schools, with the objective of maintaining a safe learning environment conducive to education. Use of trained dogs shall be unannounced and shall not be used to search students. The dogs shall be used to sniff classrooms, common areas, areas around student lockers, and where student vehicles are parked on school property. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials.

### **Metal Detectors**

In order to maintain a safe and secure learning environment in the District’s DAEP (Disciplinary Alternative Education Program), students shall be notified when assigned to DAEP that they shall be subject to metal detector searches when entering each day.

### **“Parent” Defined**

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

### **Participation in Graduation Activities**

The district has the right to limit a student's participation in graduation activities for violating the district’s Code of Conduct. If it is determined by the administration that any senior, during the final grading period, participates in an activity on school property or in connection with any school sponsored activity that violated this Code including, but not limited to, "senior pranks", in addition to being subject to disciplinary consequences may, at the discretion of the Superintendent or the Assistant Superintendent of Secondary Schools, be prohibited from participating in year-end graduation ceremonies. This includes, but is not limited to, commencement, prom, and Pro-Grad as well as other senior privileges. Upon approval from the Superintendent or Assistant Superintendent of Secondary Schools, the campus principal shall notify parents/guardians if it is determined the student will not participate in any or all graduation activities.

### **Disqualification from Graduation Activities**

If a senior is charged with a felony violation of the Penal Code, and the Superintendent or Assistant Superintendent of Secondary Schools has a reasonable belief that a criminal violation has occurred, the student, in addition to being subject to disciplinary consequences specified in this Code, shall be automatically disqualified from participating in graduation ceremonies, including commencement, prom and Pro-Grad. It is important to note the difference between a charge and a referral. A referral is a notice to the District Attorney or other prosecutor recommending a

criminal investigation. A charge is a formal accusation made by a governmental authority (usually a grand jury) finding that based upon the evidence presented to it, there is probable cause to believe that a crime has been committed by a criminal suspect. For a student who is referred for a felony or misdemeanor and charges are expected, and there is reasonable belief that a criminal offense has occurred, approval for non-participation in graduation activities must be given by the Superintendent or designee. The campus principal shall notify parents/guardians if determined that the student will not participate in any or all graduation activities.

### **Student Speakers at Graduation**

Students eligible to have a speaking role at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct associated with academic dishonesty or have resulted in an in-school or out-of-school suspension, removal to a DAEP, or expulsion during the school year immediately preceding graduation. See policy [FMH](#) (LOCAL).

### **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies [FNG](#) (LOCAL) or [GF](#) (LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 60 for information regarding a student assigned to DAEP at the time of graduation.

## **Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not;
- Behave in a responsible manner;
- Exercise self-discipline;
- Attend all classes regularly and on time;
- Bring appropriate materials and assignments to class;
- Meet district and campus standards of grooming and dress;
- Obey all campus and classroom rules; 200

- Respect the rights and privileges of students, teachers, and other district staff and volunteers;
- Respect the property of others, including district property and facilities;
- Cooperate with and assist the school staff in maintaining safety, order, and discipline; and
- Adhere to the requirements of the Student Code of Conduct.

## Behavior Management Techniques

Behavior Management shall be designed to improve conduct and encourage students to be responsible members of the school community. Corrective actions shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student’s age and grade level, the frequency of misbehavior, the student’s attitude, the effect of the misconduct on the school environment, and statutory requirements.

**Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. Students identified under SPED or 504 are not excluded from the expectations of the SCC and are not exempt from appropriate disciplinary actions. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy [FOF](#) (LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (See [definitions](#)) until an ARD committee meeting has been held to review the conduct and the offense is not a manifestation of the student’s disability.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct.

School personnel may remove a student with a disability who violates a student Code of Conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those

alternatives are applied to children without disabilities. 20 U.S.C. 1415(k)(1) (B); 34C.F.R. 300.530(b)(1), see policy [FOF](#) (Legal).

**Discipline of Students in Special Programs**

Students eligible for services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 are subject to discipline in accordance with those laws. Except as provided by law, a student who receives special education services may not be disciplined in a manner that is a change of placement for conduct prohibited by this Code until after an ARD has been held to review the conduct and determined the behavior is not a manifestation of the student’s disability. See policy [FOF](#) (LEGAL) in deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the District shall take into consideration a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. For more information, please review the [Special Education Administrative Procedures](#) posted on the district’s website or contact the Executive Director of Special Education and Learning Support Services. If the district takes disciplinary action that constitutes a change of placement for a student with a disability, the district has 10 days after the change in placement to:

- Seek consent from the parent to conduct a functional behavior assessment ([FBA](#)) if the student has never had an FBA or ~~the~~ existing FBA is more than one year old,

- Review any previous FBAs and/or behavior intervention improvement plans (BIPS), and
- Develop a BIP or revise the existing one, as necessary
- If an offense includes an alleged aggressor with disabilities, support services and safety measures such as separation of alleged aggressor and alleged targeted student will be put in place pending special education case manager review.

In addition to statutory requirements for an ARD committee to conduct a manifestation determination before a student is removed for more than ten (10) days, the law states that an ARD committee must be convened specifically to review a special education student's conduct prior to assessing a disciplinary consequence for bullying, harassment, or making hit lists.

### **Behavior Interventions and Corrective Techniques**

Interventions and Behavior Management practices may be used to correct the misbehavior. If a student displays maladaptive behaviors, behavioral supports would be added as opposed to practices that invoke exclusionary measures with less additional supports. Students develop self-discipline and coping strategies that deter future misconduct and fosters stronger relationships between the students and staff. Behavior Management practices is a whole- school, relational approach to building school climate and addressing student behavior that fosters belonging over exclusion, social engagement over control, and meaningful accountability over punishment.

Consequences should be tailored to address individual circumstances. Low-level student misconduct is best addressed within a classroom setting. This model maintains a positive learning environment and affords students opportunities to learn from their mistakes, repair harm, and restore relationships disrupted by their inappropriate behavior. We encourage the implementation of lower-level interventions before proceeding to most intensive interventions that may result in classroom removals.

The following behavior management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Phone call to the parent/guardian;
- Verbal correction, oral or written;
- Cooling-off time or a brief "time-out" period, in accordance with law;
- Seating changes within the classroom or vehicles owned or operated by the district;
- Temporary confiscation of items that disrupt the educational process;
- Rewards or demerits;
- Behavioral contracts;
- Counseling by teachers, school counselors, or administrative personnel;
- Parent-teacher conferences;
- Parent-administrator conferences;
- Behavior coaching;
- Anger management classes;
- Mediation (victim-offender);
- Classroom circles;
- Family group conferencing;
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy;
- Detention, including outside regular school hours;
- Sending the student to the office, another assigned area, or to in-school suspension;

- Assignment of school duties, such as cleaning or picking up litter;
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations;
- Penalties identified in student organizations' extracurricular standards of behavior;
- Restriction or revocation of district transportation privileges;
- Schedule changes In-School suspension, as specified in In-School Suspension on page;
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 53;
- Placement in a DAEP, as specified in **DAEP** on page 55;
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 62;
- Expulsion, as specified in **Expulsion** on page 63. Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district;
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include but are not limited to:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. See policy [FO](#) (LOCAL);
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks;
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face;
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility;
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse;
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint;
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face;
- Restricting the student's circulation;
- Securing the student to a stationary object while the student is standing or sitting;
- Inhibiting, reducing, or hindering the student's ability to communicate;
- Using chemical restraints;
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers;
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

## **Notification**

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail or verified e-mail account. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

## **Appeals**

Questions from parents/guardians regarding disciplinary measures should be addressed to the teacher, CBC or campus administration. Depending on the discipline assigned, different complaint procedures may apply. See policy [FNG](#) (Local) and policy [FOD](#) (Local). Timelines for filing appeals stated in policy will be enforced.

Appeals initiated by a student or parent/guardian regarding the process used for a DAEP placement or an expulsion decision, such as issues related to the disciplinary conference or proper notice being provided, should be addressed in accordance with policy [FNG](#) (Local) and policy [FOC](#) (Legal), restating sections of the TEC, Chapter 37 and the Penal Code. Appeals shall begin at Level One with the Department of Student Affairs. The policy may be obtained from the DSA or the District's website. Disciplinary consequences shall not be delayed or deferred pending the outcome of an appeal. Further, the decision cannot be appealed beyond the Board.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies [FFH](#) (LEGAL) and (LOCAL).

In the instance of a student who is accused of conduct that meets the definition of sexual

harassment as defined by Title IX, the District will comply with applicable federal law, including the Title IX formal complaint process. See policy [FFH](#) (Legal) and (LOCAL).

## **Discipline Offenses by Level**

Disciplinary actions will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude or disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct and the effect of the misconduct on the school environment. Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

In deciding whether to order In-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#));
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the

wrongfulness of the student's conduct;

- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

See policy [FO \(LEGAL\)](#) and [FO \(LOCAL\)](#)

Students identified as homeless or who are enrolled in a grade level below third grade may not be placed in out-of-school suspension unless while on school property or while attending school sponsored or school-related activity on or off school property the student engages in: 1. Conduct that contains the elements of an offense related to weapons; 2. Conduct that contains the elements of a violent offense; 3. Selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug or an alcoholic beverage. \*\*Any level III or IV offenses require consultation with an Assistant Superintendent.

## Discipline Offenses by Level K-2

These are usually first time or rare occurrences of the offense, however, repeated instances of these offenses could result in a harsher consequence such as ISS/OSS. It is recommended that campuses consult with a MTSS team member to determine appropriate interventions that could deter persistent student misconduct.

### Level 1 Offenses (K-2)

<i>Most Common Offense Codes with Available Actions</i>	<i>Potential Disciplinary Actions</i>
	<i>(DAEP and Expulsion are not an option)</i>

<b>These offenses are more appropriately handled with <i>School Based Strategies such as:</i></b> <ul style="list-style-type: none"> <li>• Behavior contract • Change Seat</li> <li>• Cooling-off Time • Counseling/ mediation</li> <li>• Referral to office/court</li> <li>• Verbal Correction</li> </ul>	<b>Additional action options:</b> Assigned School Duties, Confiscation, Contact w/ Parent, Restorative Conference/Chat, Counseling by Staff, Detention, Parent Conference, Restorative Circle, Restricted Bus Privileges, Withdrawal of Privileges, Student Conference	ISS	OSS	DAEP	DEP	JJAEP
Bus Misconduct	✓					
Cheating	✓					
Disruptive Behavior	✓					
Dress Code	✓					
Exhibit Inappropriate Familiarity (e.g. kissing/touching)	✓					
Horseplay	✓					
Failure to wear or present Student ID	✓					
Leaving School	✓					
Minor Acceptable User Policy (AUP) Violation (e.g. playing games)	✓					
Safety Rule Violation	✓					
Skipping a Class	✓					
Tardies	✓					
Truancy Warning Letter Student Affairs Only	✓					
Misuse of Telecommunication Device	✓					

## Level 2 Offenses (K-2)

<b>Most Common Offense Codes with Available Actions</b>	<b>Potential Disciplinary Actions</b>
	<b>Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.</b>

*ISS Recommended  
DAEP is discretionary.  
Expulsions are not an option.  
Multiple actions may be assigned.*

	ISS	OSS	DAEP	DEP	JJAEP	<b>*Supplemental options and School Based Strategies</b> (May be used <i>in addition</i> to other actions; not alone)
Bullying ( <i>documented</i> )	✓					✓
Bus Misconduct Serious	✓					✓
Coercion/Extortion	✓					✓
Computer/Technology Misuse	✓					✓
Continued/Repeat Non-PEIMS reportable violations	✓					✓
Cyberbullying ( <i>documented</i> )	✓					✓
Dating Violence	✓					✓
Derogatory Statement	✓					✓
Disrupting Educational Environment	✓					✓
Failure to Comply with Assigned Discipline	✓					✓
False Document	✓					✓
Gambling	✓					✓
Harassment ( <i>documented</i> )	✓					✓
Inappropriate Physical Contact	✓					✓
Insubordination	✓					✓
Look Alike Weapon	✓					✓
Non DAEP Threat	✓					✓
Obscene Gesture	✓					✓
Permanent Teacher Removal – TEC 37.002	✓					✓
Porn Materials	✓					✓
Possess/Sell Look Alike Drug	✓					✓
Possess/Use Matches or Lighter	✓					✓
Profanity	✓					✓
PUID Over Counter Medicine	✓					✓
Fighting or Mutual Combat	✓					✓
Theft/Stealing ( <i>non-felony</i> )	✓					✓
Repeated or severe insubordination	✓					✓
Repeatedly leaving school grounds without permission	✓					✓
Robbery (non-felony)	✓					✓
Unauthorized us/intentional misuse of computer soft/hardware	✓					✓

## Level 2 Offenses (Continued)

	ISS	OSS	DAEP	DEP	JJAEP	<b>*Supplemental options and School Based Strategies</b> (May be used <i>in addition</i> to other actions; not alone)
Sexual Harassment (documented)	✓ 207					✓

Sexual Misconduct (documented)	✓					✓
Vandalism	✓					✓
Violation of a Stay Away Agreement	✓					✓
Violation of a Stay Away Agreement with Physical Altercation	✓					✓
Weapons Age <6yrs	✓					✓
Serious Offenses: (see <a href="#">definitions</a> ) Common Serious offenses include:	✓					✓
• Aggressive, disruptive behavior ( <i>assault Class C misdemeanor</i> )	✓					✓
• Assault ( <i>no bodily harm</i> ) with threat of imminent bodily injury	✓					✓
• Assault by offensive or provocative physical contact	✓					✓
• Continued/repeated PEIMS reportable violations	✓					✓
• Extortion/Coercion/Blackmail	✓					✓
• Falsification of records/school related documents	✓					✓
• Inappropriate physical contact with criminal referral	✓					✓
• Knife blade <5.5 inches	✓					✓
• Making/ Assisting with making a false alarm or report non-emergency response deployed	✓					✓
• Possesses/conspiring to possess explosives/explosive devices	✓					✓
• Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.	✓					✓
• Possession/Distribution of pornographic materials	✓					✓

\*Supplemental action options include: Assigned School Duties, Confiscation, Contact w/ Parent, Restorative Conference/Chat, Counseling by Staff, Detention, Grade Reduction up to and including a grade of zero for Cheating, Parent Conference, Restorative Circle, Restricted of Bus Privileges, Withdrawal of Privileges, Student Conference.

\*School Based Strategies include: Behavior contract, Change Seat, Cooling-off Time, Counseling/ mediation, Referral to office/court, Verbal Correction.

## Discipline Offenses by Level 3-5

### Level 1 Offenses (3-5)

These are usually first time or rare occurrences of the offense; however, repeated instances of these offenses could result in a harsher consequence such as ISS/OSS. It is recommended that campuses consult with a MTSS team member to determine appropriate interventions that could deter persistent student misconduct.

<b>Most Common Offense Codes with Available Actions</b>	<b>Potential Disciplinary Actions</b>
208	

		<i>DAEP and Expulsion are not an option. Multiple actions may be assigned for an offense.</i>				
<b>These offenses are more appropriately handled with School Based Strategies such as:</b> • Behavior contract • Change Seat • Cooling-off Time • Counseling/ mediation • Referral to office/court • Verbal Correction	<b>Additional action options:</b> Assigned School Duties, Confiscation, Contact w/ Parent, , Counseling by Staff, Detention, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference, Student Safety Plan	ISS	OSS	DAEP	DEP	JJAEP
Bus Misconduct	✓					
Disruptive Behavior	✓					
Dress Code	✓					
Exhibit Inappropriate Familiarity (e.g. kissing/touching)	✓					
Horseplay	✓					
Failure to wear or present Student ID	✓					
Leaving School	✓					
Leaving the classroom without permission	✓					
Minor Acceptable User Policy (AUP) Violation (e.g. playing games)	✓					
Safety Rule Violation	✓					
Skipping a Class	✓					
Tardies	✓					
Truancy Warning Letter Student Affairs Only	✓					
Misuse of Telecommunication Device	✓					

## Level 2 Offenses (3-5)

<b>Most Common Offense Codes with Available Actions</b>	
	<b>Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.</b>
	<i>OSS Recommended for severe or repeated offenses Multiple actions may be assigned.</i>

	ISS	OSS	**DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used in addition to other actions; not alone)
Bullying ( <i>documented</i> )	✓	✓	Discretionary			✓
Bus Misconduct Serious	✓	✓	Discretionary			✓
Cheating	✓	✓				✓
Coercion/Extortion	✓	✓	Discretionary			✓
Computer/Technology Misuse	✓	✓	Discretionary			✓
Continued/Repeat Non-PEIMS reportable violations	✓	✓				✓
Cyberbullying ( <i>documented</i> )	✓	✓	Discretionary			✓
Dating Violence	✓	✓	Discretionary			✓
Derogatory Statement	✓	✓				✓
Disrupting Educational Environment	✓	✓				✓
Failure to Comply with Assigned Discipline	✓	✓	Discretionary			✓
False Document	✓	✓				✓
Gambling	✓	✓				✓
Harassment ( <i>documented</i> )	✓	✓				✓
Inappropriate Physical Contact	✓	✓				✓
Insubordination	✓	✓				✓
Look Alike Weapon	✓	✓				✓
Leaving School	☐	✓				✓
Non DAEP Threat	✓	✓				✓
Obscene Gesture	✓	✓				✓
Permanent Teacher Removal – TEC 37.002	✓	✓				✓
Porn Materials	✓	✓				✓
Possess/Sell Look Alike Drug	✓	✓				✓
Possess/Use Matches or Lighter	✓	✓				✓
Profanity	✓	✓				✓
PUID Over Counter Medicine	✓	✓				✓
Fighting or Mutual Combat	✓	✓	Discretionary			✓
Theft/Stealing ( <i>non-felony</i> )	✓	✓	Discretionary			✓
Repeated or severe insubordination	✓	✓	Discretionary			✓
Repeatedly leaving school grounds without permission	✓	✓	Discretionary			✓
Robbery ( <i>non-felony</i> )	✓	✓	Discretionary			✓

## Level 2 Offenses Continued (3-5)

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used in addition to other actions; not alone)
Unauthorized use/intentional misuse of computer soft/hardware	✓ 2	10 ✓	Discretionary			✓

Sexual Harassment (documented)	✓	✓	Discretionary		✓
Sexual Misconduct (documented)	✓	✓	Discretionary		✓
Vandalism	✓	✓	Discretionary		✓
Violation of a Stay Away Agreement	✓	✓			✓
Violation of a Stay Away Agreement with Physical Altercation	✓	✓	Discretionary		✓
Serious Offenses: (see <a href="#">definitions</a> ) Common Serious offenses include:	✓	✓	Discretionary		✓
• Aggressive, disruptive behavior ( <i>assault Class C misdemeanor</i> )	✓	✓	Discretionary		✓
• Assault ( <i>no bodily harm</i> ) with threat of imminent bodily injury	✓	✓	Discretionary		✓
• Assault by offensive or provocative physical contact	✓	✓	Discretionary		✓
• Continued/repeated PEIMS reportable violations	✓	✓	Discretionary		✓
• Extortion/Coercion/Blackmail	✓	✓	Discretionary		✓
• Falsification of records/school related documents	✓	✓	Discretionary		✓
• Inappropriate physical contact with criminal referral	✓	✓	Discretionary		✓
• Knife blade <5.5 inches	✓	✓	Discretionary		✓
• Making/ Assisting with making a false alarm or report; non-emergency response deployed	✓	✓	Discretionary		✓
• Possesses/conspiring to possess explosives/explosive devices not rising to a Level 3 and 4 prohibited weapon offense, i.e., firecrackers, poppers	✓	✓	Discretionary		✓
• Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.	✓	✓	Discretionary		✓
• Possession/Distribution of pornographic materials	✓	✓	Discretionary		✓

**\*\*Repeated Level II Offenses that substantially disrupt the educational environment and/or safety of the campus, may result in a discretionary DAEP placement – even if blacked out above.**

\*Supplemental action options include: Assigned School Duties, Confiscation, Contact w/ Parent, Counseling by Staff, Detention, Grade Reduction up to and including a grade of zero for Cheating, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference.

\*School Based Strategies include: Behavior contract, Change Seat, Cooling-off Time, Counseling/ mediation, Referral to office/court, Verbal Correction.

### Level 3 and 4 Offenses (3-5)

<b>Most Common Offense Codes with Available Actions</b>	<b>Potential Disciplinary Actions</b>
	<b>Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.</b>
	Mandatory ISS, OSS, and up to 211 DAEP or Expulsion as indicated

	ISS	OSS	DAEP	DEP	JJAEP	<b>*Supplemental options and School Based Strategies</b> (May be used in addition to other actions; not alone)
Abuse of Volatile Chemical	✓	✓	Mandatory	Discretionary	Discretionary	✓
Aggravated Assault against Non-School District Employee	✓	✓			Mandatory	✓
Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Aggravated Kidnapping	✓	✓			Mandatory	✓
Aggravated Robbery	✓	✓			Mandatory	✓
Arson	✓	✓		Discretionary	Mandatory	✓
Assault against School District Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓
Assault against Someone other than School District Employee	✓	✓	Mandatory	Discretionary		✓
Breach of Computer Security	✓	✓		Discretionary	Discretionary	✓
Brought Firearm to School	✓	✓			Mandatory	✓
Conduct Containing Elements of An Offense Relating to Prohibited Weapons	✓	✓			Mandatory	✓
Conduct punishable as a Felony	✓	✓	Mandatory			✓
Conduct/Off Campus/Not School Related Sponsored for Felony offenses in Title 5	✓	✓	Mandatory	Discretionary	Discretionary	✓
Conduct Off Campus/Not School Related Sponsored for Felony offenses not in Title 5	✓	✓	Discretionary	Discretionary	Discretionary	✓
Continuous Sexual Abuse of Young Child or Children	✓	✓			Mandatory	✓
Criminal Mischief – Felony Violation	✓	✓		Discretionary	Discretionary	✓
Criminally Negligent Homicide	✓	✓			Mandatory	✓
Emergency Placement/Expulsion	✓	✓	Discretionary	Discretionary	Discretionary	✓
Engages in Deadly Conduct	✓	✓	Discretionary	Discretionary	Discretionary	✓
False Alarm/False Report	✓	✓	Mandatory	Discretionary	Discretionary	✓
Felony Alcohol Violation	✓	✓			Mandatory	✓
Felony Controlled Substance Violation	✓	✓			Mandatory	✓
Harassment against an employee of the school district under Penal Code 42.07,	✓	✓	Mandatory			✓
Indecency with a Child	✓	✓			Mandatory	✓
Manslaughter	✓	✓			Mandatory	✓
Murder, Capital Murder, Criminal Attempt to Commit Murder or Capital Murder	✓	✓			Mandatory	✓
PSUU Cigarette or Tobacco product as defined in the Health and Safety Code	✓	✓				✓
PSUU Alcohol	✓	✓	Mandatory	Discretionary	Discretionary	✓
PSUU Marijuana or Controlled Substance or Dangerous Drug	✓	✓	Mandatory	Discretionary	Discretionary	✓
Vaping with THC*	✓	✓	Mandatory	Discretionary	Discretionary	✓
Vaping with no THC*	✓	✓	Mandatory			✓
Public Lewdness or Indecent Exposure	✓	✓	Mandatory	Discretionary	Discretionary	✓
Retaliation Against School Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓

### Level 3 and 4 Offenses Continued (3-5)

	ISS	OSS	DAEP	DEP	JJAEP	<b>*Supplemental options and School Based Strategies</b> (May be used in addition to other actions; not alone)
		212				

Serious Bullying- TEC 37.0052	✓	✓	Discretionary	Discretionary	Discretionary	✓
Serious Misbehavior while expelled to/placed in a DAEP	✓	✓	Mandatory	Discretionary	Discretionary	✓
Sexual Assault or Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Sexual Assault or Aggravated Sexual Assault against Someone other than School District	✓	✓			Mandatory	✓
Student Required to Register as a Sex Offender – Not Under Court Supervision	✓	✓	Discretionary			
Student Required to Register as a Sex Offender – Under Court Supervision	✓	✓	Mandatory	Discretionary	Discretionary	✓
Terroristic Threat	✓	✓	Mandatory	Discretionary	Discretionary	✓
Unlawful Carry of a Location Restricted Knife	✓	✓		Mandatory		✓

\* Students may be eligible for the First Offense R.I.S.E program. Campus Administrators will notify students of eligibility.

## Discipline Offenses by Level (Secondary)

### Level 1 Offenses (Secondary)

These are usually first time or rare occurrences of the offense, however, repeated instances of these offenses could result in a harsher consequence such as ISS/OSS. It is recommended that campuses consult with a MTSS team member to determine appropriate interventions that could deter persistent student misconduct.

<b>Most Common Offense Codes with Available Actions</b>		<b>Potential Disciplinary Actions</b>				
	<i>DAEP and Expulsion are not an option. Multiple actions may be assigned for an offense.</i>					
<b>These offenses are more appropriately handled with School Based Strategies such as:</b>	<b>Additional action options:</b>	<b>ISS</b>	<b>OSS</b>	<b>DAEP</b>	<b>DEP</b>	<b>JJAEP</b>
<ul style="list-style-type: none"> <li>• Behavior contract • Change Seat</li> <li>• Cooling-off Time • Counseling/ mediation</li> <li>• Referral to office/court</li> <li>• Verbal Correction</li> </ul>	Assigned School Duties, Confiscation, Contact w/ Parent, , Counseling by Staff, Detention, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference					
Bus Misconduct	✓					
Disruptive Behavior	✓					
Dress Code	✓					
Exhibit Inappropriate Familiarity (e.g. kissing/touching)	✓					
Failure to wear or present Student ID	✓					
Horseplay	✓					
Minor Acceptable User Policy (AUP) Violation (e.g. playing games)	✓					
Safety Rule Violation	✓					
Sale of non-district sponsored items	✓					
Skipping a Class	✓					
Tardies	✓					
Truancy Warning Letter Student Affairs Only	✓					
Misuse of Telecommunication Device	✓					

## Level 2 Offenses (Secondary)

<b>Most Common Offense Codes with Available Actions</b>	<b>Potential Disciplinary Actions</b>
	<b>Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.</b>

	<p style="text-align: center;"><b>ISS/OSS</b>  <b>OSS Recommended for severe or repeated offenses</b>  <b>DAEP is discretionary.</b>  <b>Expulsions are not an option.</b>  <b>Multiple actions may be assigned.</b></p>					
	ISS	OSS	**DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used in addition to other actions; not alone)
Bullying ( <i>documented</i> )	✓	✓	Discretionary			✓
Bus Misconduct Serious	✓	✓	Discretionary			✓
Cheating	✓	✓				✓
Coercion/Extortion	✓	✓	Discretionary			✓
Computer/Technology Misuse	✓	✓	Discretionary			✓
Continued/Repeat Non-PEIMS reportable violations	✓	✓				✓
Cyberbullying ( <i>documented</i> )	✓	✓	Discretionary			✓
Dating Violence	✓	✓	Discretionary			✓
Derogatory Statement	✓	✓				✓
Disrupting Educational Environment	✓	✓				✓
Failure to Comply with Assigned Discipline	✓	✓	Discretionary			✓
False Document	✓	✓				✓
Gambling	✓	✓				✓
Harassment ( <i>documented</i> )	✓	✓				✓
Inappropriate Physical Contact	✓	✓				✓
Insubordination	✓	✓				✓
Leaving School	✓	✓				✓
Look Alike Weapon	✓	✓				✓
Non DAEP Threat	✓	✓				✓
Obscene Gesture	✓	✓				✓
Permanent Teacher Removal – TEC 37.002	✓	✓				✓
Porn Materials	✓	✓				✓
Possess/Sell Look Alike Drug	✓	✓				✓
Possess/Use Matches or Lighter	✓	✓				✓
Profanity	✓	✓				✓
PUID Over Counter Medicine	✓	✓				✓
Fighting or Mutual Combat	✓	✓	Discretionary			✓
Theft/Stealing ( <i>non-felony</i> )	✓	✓	Discretionary			✓
Repeated or severe insubordination	✓	✓	Discretionary			✓
Repeatedly leaving school grounds without permission	✓	✓	Discretionary			✓
Robbery ( <i>non-felony</i> )	✓	✓	Discretionary			✓

**Level 2 Offenses Continued (Secondary)**

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used in addition to other actions; not alone)
Unauthorized use/intentional misuse of computer soft/hardware	✓	✓	Discretionary			✓
Sexual Harassment (documented)	✓	✓	Discretionary			✓
Sexual Misconduct (documented)	✓	✓	Discretionary			✓
Vandalism	✓	✓	Discretionary			✓
Violation of a Stay Away Agreement	✓	✓				✓
Violation of a Stay Away Agreement with Physical Altercation	✓	✓	Discretionary			✓
Serious Offenses: (see <i>definitions</i> ) Common Serious offenses include:	✓	✓	Discretionary			✓
• Aggressive, disruptive behavior ( <i>assault Class C misdemeanor</i> )	✓	✓	Discretionary			✓
• Assault ( <i>no bodily harm</i> ) with threat of imminent bodily injury	✓	✓	Discretionary			✓
• Assault by offensive or provocative physical contact	✓	✓	Discretionary			✓
• Continued/repeated PEIMS reportable violations	✓	✓	Discretionary			✓
• Extortion/Coercion/Blackmail	✓	✓	Discretionary			✓
• Falsification of records/school related documents	✓	✓	Discretionary			✓
• Inappropriate physical contact with criminal referral	✓	✓	Discretionary			✓
• Knife blade <5.5 inches	✓	✓	Discretionary			✓
• Making/ Assisting with making a false alarm or report non- emergency response deployed	✓	✓	Discretionary			✓
• Possesses/conspiring to possess explosives/explosive devices not rising to a Level 3 and 4 prohibited weapon offense, i.e., firecrackers, poppers	✓	✓	Discretionary			✓
• Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.	✓	✓	Discretionary			✓
• Possession/Distribution of pornographic materials	✓	✓	Discretionary			✓

**\*\*Repeated Level II Offenses that substantially disrupt the educational environment and/or safety of the campus, may result in a discretionary DAEP placement – even if blacked out above.**

\*Supplemental action options include: Assigned School Duties, Confiscation, Contact w/ Parent, , Counseling by Staff, Detention, Grade Reduction up to and including a grade of zero for Cheating, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference.

\*School Based Strategies include: Behavior contract, Change Seat, Cooling-off Time, Counseling/ mediation, Referral to office/court, Verbal Correction.

## Level 3 and 4 Offenses (Secondary)

<b>Most Common Offense Codes with Available Actions</b>	<b>Potential Disciplinary Actions</b>					
	<b>Outline denotes minimum presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.</b>					
	<i>Mandatory ISS, OSS, and up to DAEP or Expulsion as indicated</i>					
	ISS	OSS	DAEP	DEP	JJAEP	<b>*Supplemental options and School Based Strategies</b> <i>(May be used in addition to other actions; not alone)</i>
Abuse of Volatile Chemical	✓	✓	Mandatory	Discretionary	Discretionary	✓
Aggravated Assault against Non-School District Employee	✓	✓			Mandatory	✓
Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Aggravated Kidnapping	✓	✓			Mandatory	✓
Aggravated Robbery	✓	✓			Mandatory	✓
Arson	✓	✓		Discretionary	Mandatory	✓
Assault against School District Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓
Assault against Someone other than School District Employee	✓	✓	Mandatory	Discretionary		✓
Breach of Computer Security	✓	✓		Discretionary	Discretionary	✓
Brought Firearm to School	✓	✓			Mandatory	✓
Conduct Containing Elements of An Offense Relating to Prohibited Weapons	✓	✓			Mandatory	✓
Conduct punishable as a Felony	✓	✓	Mandatory	Discretionary		✓
Conduct/Off Campus/Not School Related Sponsored for Felony offenses in Title 5	✓	✓	Mandatory	Discretionary	Discretionary	✓
Conduct Off Campus/Not School Related Sponsored for Felony offenses not in Title 5	✓	✓	Discretionary	Discretionary	Discretionary	✓
Continuous Sexual Abuse of Young Child or Children	✓	✓			Mandatory	✓
Criminal Mischief – Felony Violation	✓	✓		Discretionary	Discretionary	✓
Criminally Negligent Homicide	✓	✓			Mandatory	✓
Emergency Placement/Expulsion	✓	✓	Discretionary	Discretionary	Discretionary	✓
Engages in Deadly Conduct	✓	✓	Discretionary	Discretionary	Discretionary	✓
False Alarm/False Report	✓	✓	Mandatory	Discretionary	Discretionary	✓
Felony Alcohol Violation	✓	✓			Mandatory	✓
Felony Controlled Substance Violation	✓	✓			Mandatory	✓
Harassment against an employee of the school district under Penal Code 42.07,	✓	✓	Mandatory			✓
Indecency with a Child	✓	✓			Mandatory	✓
Manslaughter	✓	✓			Mandatory	✓
Murder, Capital Murder, Criminal Attempt to Commit Murder or Capital Murder	✓	✓			Mandatory	✓
PSUU Cigarette or Tobacco product as defined in the Health and Safety Code	✓	✓				✓
PSUU Alcohol	✓	✓	Mandatory	Discretionary	Discretionary	✓
PSUU Marijuana or Controlled Substance or Dangerous Drug	✓	✓	Mandatory	Discretionary	Discretionary	✓
Vaping with THC*	✓	✓	Mandatory	Discretionary	Discretionary	✓
Vaping with no THC*	✓	✓	Mandatory			✓
Public Lewdness or Indecent Exposure	✓	✓	Mandatory	Discretionary	Discretionary	✓
Retaliation Against School Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓
Serious Bullying- TEC 37.0052	✓	✓	Discretionary	Discretionary	Discretionary	✓

**Level 3 and 4 Offenses Continued (Secondary)**

	ISS	OSS	DAEP	DEP	JJAEP	<b>*Supplemental options and School Based Strategies</b> (May be used <i>in addition</i> to other actions; not alone)
Serious Misbehavior while expelled to/placed in a DAEP	✓	✓	Mandatory	Discretionary	Discretionary	✓
Sexual Assault or Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Sexual Assault or Aggravated Sexual Assault against Someone other than School District	✓	✓			Mandatory	✓
Student Required to Register as a Sex Offender – Not Under Court Supervision	✓	✓	Discretionary			
Student Required to Register as a Sex Offender – Under Court Supervision	✓	✓	Mandatory	Discretionary	Discretionary	✓
Terroristic Threat	✓	✓	Mandatory	Discretionary	Discretionary	✓
Unlawful Carry of a Location Restricted Knife	✓	✓		Mandatory		✓

\* Students may be eligible for the First Offense R.I.S.E program. Campus Administrators will notify students of eligibility.

**General Conduct Violations**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 53, **DAEP Placement** on page 54, **Placement and/or Expulsion for Certain Offenses** on page 61, and **Expulsion** on page 63, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 51.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel;
- Leave school grounds or school-sponsored events without permission;
- Disobey rules for conduct in district vehicles; and/or
- Refuse to accept discipline or consequence assigned by a teacher or principal.

### **Fighting/Mutual Combat**

A core belief of Fort Bend ISD is that student success is best achieved in a supportive climate and a safe environment. Fighting and acts of physical aggression will not be tolerated. Students are prohibited from fighting and/or engaging in physical altercations. Students that choose to participate in these behaviors are a disruption to the learning environment.

- Students engaging in mutual combat shall be assigned a consequence up to and including a DAEP placement.
- Students who instigate, contribute, or perpetuate fights through direct involvement or indirect involvement (such as posting on social media, recording, or sharing recordings) may receive consequences.
- Parents and guardians are encouraged to actively monitor student's social media accounts to ensure appropriate peer to peer engagement.
- Parents and students are encouraged to communicate with campus administrators regarding any potential conflict between students.

FBISD is committed to providing a safe learning/working environment for all students and staff.

### **Misconduct Involving Others**

Misconduct identified in the list of prohibited behaviors below will result in the assignment of one or more discipline techniques if the behavior is committed at school, in online learning platforms such as Schoology, Edgenuity, or distance learning, a school-sponsored or school related activity, during school-related travel, while traveling on district-owned or operated transportation, or when the district has disciplinary authority as described in this Code.

Students shall not:

- Use profanity or vulgar language or make obscene gestures;
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment;
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See [definitions](#) for all four terms.) See [policy FFI](#) (Legal);
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent;
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer;
- Engage in conduct that constitutes dating violence (See [definitions](#));

- Participate in hazing (See [definitions](#));
- Coerce an individual to act through the use or threat of force;
- Commit extortion or blackmail;
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer;
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others;
- Engage in conduct that can cause bodily injury (See [definitions](#));
- Engage in horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm or threatens the safety of others;
- Force an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail;
- Subject a student or district employee, official, or volunteer to physical harm, confinement or restraint;
- Participate in name-calling, ethnic or racial slurs, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence;
- Add any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or district employee, official, or volunteer;
- Engage in harassment (See [definitions](#)) toward another student or a district employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender (including, but not limited to, sexual identity/orientation), or age;
- Engage in sexual harassment (See [definitions](#)), sexual abuse, or conduct that constitutes dating violence. See policy [FFH](#) (Legal);
- Engage in inappropriate verbal (oral or written), physical, or sexual contact toward another student or a district employee, official, or volunteer, regardless of whether it is consensual;
- Engage in inappropriate or indecent exposure of private body parts or touching one's own private body parts in a sexual manner;
- Consensually hug, touch, or conduct other displays of affection that interfere with, detract from, or disrupt the school environment;
- Engage in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship;
- Engage in oral or written threats to cause harm or bodily injury (See [definitions](#)) to another student, a district employee, official, or volunteer, or school property, including threats made using the internet or other technology resources at school. Students may be disciplined for threats made outside of school, including websites or internet postings, if the threat causes a material or substantial disruption at school;
- Make a hit list (See [definitions](#));
- Wrongfully obtain and use another person's identifying information or personal data without permission in order to mislead, defraud, or deceive;
- Retaliate against a student for reporting either a violation of this Code or bullying, or participating in an investigation of a violation of this Code or bullying;
- Retaliate against any school employee; or 220

- Intentionally, knowingly, or recklessly causing bodily injury to another person.

### **Possess, Sell, Use or Under the Influence of Prohibited Items**

Students shall not possess, use, sell, or be under the influence of the following prohibited items:

- Matches or a lighter;
- Tobacco products;
- Electronic cigarettes, cartridges and any vapor pens/devices or look alike devices with nicotine (See Mandatory DAEP offenses);
- Fireworks or any other pyrotechnic device;
- Smoke or stink bombs;
- Laser pointers (unauthorized use);
- Chemical dispensing device (including mace or pepper spray) sold commercially for personal protection;
- A hand instrument designed to cut or stab another by being thrown;
- Poisons, caustic acids, or other materials that may be toxic to the human body;
- BB gun, air gun, stun gun, taser or similar type item;
- Ammunition, shells, bullets, or gunpowder;
- Material that is sexually-oriented, pornographic, obscene, or reveals a person's private body parts;
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety;
- Knuckles;
- Articles not generally considered to be weapons when the CBC or administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another;
- A razor, box cutter, a pocket knife, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A "look-alike" weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- A firearm silencer or suppressor; or
- A pocket knife with a blade of any length or any other small knife measuring <5.5 inches from hilt of blade to tip of the blade.

### **Possess, Sell, Use or Distribute Prohibited Weapons**

Students shall not possess, use, sell, or be under the influence of the following prohibited weapons:

- Chemical dispensing device (mace or pepper spray) not purposed for personal protection;
- Explosive weapon;
- Improvised explosive device;
- Machine gun;
- Short-barrel firearm;
- Armor-piercing ammunition;

- Zip gun;
- Tire deflation device;
- A firearm (See [definitions](#)) A location-restricted knife (See [definitions](#));
- Club; or
- For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 51. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possess, Sell, Use, or Under the Influence of Illegal, Prescription, and Over-the-Counter Drugs**

- Students shall not possess, use, sell, or be under the influence of the following: illegal, prescription and over-the-counter drugs, or alcohol, or an illegal drug (see DAEP Placement/Expulsion for mandatory and permissive consequences under state law);
- Electronic cigarettes, cartridges, pods and/or any vapor pens/devices with THC, marijuana including those labeled as CBD with any amount of THC;
- Seeds or pieces of marijuana;
- Paraphernalia related to any prohibited substance (See [definitions](#) of “paraphernalia”);
- Look-alike drugs or attempt to pass items off as drugs or contraband;
- Prescription drug on school property or at a school- related event other than as provided by district policy;
- Have or take prescription drugs or over-the-counter drugs at school. Specifically, be under the influence of prescription or over-the-counter drugs that causes impairment of the physical or mental faculties. (See [definitions](#), “under the influence”);
- Engage in conduct that contains the elements of an offense relating to an abusable volatile chemical such as glue, aerosol paint, etc.; or
- Possessing, selling, using, or being under the influence of designer drugs, synthetic marijuana, synthetic cannabinoids (e.g. “K2” and “Spice”), stimulants (e.g. “bath salts”), or analogs of any controlled substance, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed for another purpose, and is labeled “not for human consumption.”
- Tire deflation device;
- A firearm (See [definitions](#)) A location-restricted knife (See [definitions](#));
- Club; or
- For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 61. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Safety / Disruption**

Students shall not:

- Possess, use, threaten to use or exhibit a firearm;
- Discharge a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator or door safety locks, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency;
- Make or participate in false statements or hoaxes regarding school safety;
- Engage in misbehavior, actions, or demonstrations that materially and substantially

disrupts the educational process or the orderly operation of a classroom or school or that give school officials reasonable belief to believe that such conduct will incite violence;

- Throw objects that can cause bodily injury or property damage;
- Make false accusations or provide false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer;
- Engage in verbal or written exchanges that threaten the safety or well-being of another student, a school employee, or school property;
- Contribute to the disruptive environment by recording and/or posting fights or other disruptive scenes;
- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety; or
- Engage in verbal (oral or written) exchanges that threatens the safety of another student, a school employee, or school property.

### **Restroom and School Facilities**

Students are expected to maintain orderly conduct in all common areas within the school. Students are expected to deter from engaging in any activity inside of FBISD restroom facilities that cause damage, destruction, or unsafe conditions.

Students shall not:

- Utilize the restroom for any actions other than those for which the restroom is intentionally designed;
- Record, photograph, or video any actions conducted in the restroom;
- Vandalize the restroom by defacing, marring, or breaking equipment within the restroom;
- Utilize restroom facilities during instructional time without permission from the classroom teacher.

### **Property Offenses**

Students shall not:

- Steal from others, including the district;
- Commit or assisting in a robbery, theft, or burglary that is not punishable as a felony;
- Damage, destroy, or vandalize property owned by others or the district. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 61);
- Attempt to start or start a fire on or in any property owned, used, or controlled by a student, the district, or district employees, officials, or volunteers that does not rise to the level of arson or criminal mischief;
- Enter, without authorization, District facilities that are not open for operations;
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means; or
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 61.)

### **Disregard for District and Campus Rules**

Students shall not:

- Be insubordinate or otherwise fail to comply with lawful directives given by school personnel;

- Attempt to or successfully evade, avoid, or delay questioning by a school official;
- Fail to provide proper identification including the wearing of a District-provided identification badge;
- Attempt to violate or assisting, encouraging, promoting, or attempting to assist another student in violating this Code;
- Fail to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others;
- Be tardy to class or arriving late to school (unexcused);
- Skip school or class without the district's or parent/guardian's permission;
- Leave class, the campus, or school events without permission;
- Entice or prevent another student from attending school, class, or a school activity the student is required to attend;
- Violate rules for conduct on school owned or operated transportation;
- Violate rules for operating or parking a motor vehicle on school property;
- Engage in academic dishonesty, including cheating, copying the work of another, plagiarism, or unauthorized collaboration with another person in preparing an assignment;
- Fail to comply with guidelines applicable to student speakers who are speaking at school sponsored or school-related events;
- Violate other campus or classroom rules for behavior or District policies;
- Refuse to accept discipline techniques assigned by a teacher, CBC or administrator; or
- Conduct unauthorized communication between students during an examination.

### **Miscellaneous**

Students shall not:

- Violate dress code standards;
- Use any method to cheat, provide answers or promote academic dishonesty;
- Use profanity, vulgar language, or obscene gestures;
- Falsify, alter forge or destroy school records, passes, other school related documents or documents presented to school officials;
- Gamble or bet money or other things of value;
- Engage in inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing;
- Run in the hallways or other areas which may impact the learning environment;
- Repeatedly sleep in class;
- Fail to follow directions and safety requirements in designated areas as designated by campus staff; or
- Repeatedly violate other communicated campus or classroom standards of conduct including those in online learning platforms.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

The district believes the student dress code shall promote the attributes of the Profile of a Graduate. Therefore, students are expected to dress in a way that promotes respect for self and others, a safe learning environment, and honors the diversity of the learning community.

Students and parent/guardians may determine the student's personal dress and grooming standards, provided they comply with the general guidelines set forth in this Code and Board policy [FNCA](#) (Local). Generally, students shall be dressed and groomed in a manner that is clean and neat, does not cause distraction from learning, and that does not disrupt the learning environment. The district prohibits pictures, emblems, or writings on clothing that advertise or depict tobacco products, alcoholic beverages, drugs, or any other prohibited substance.

Students must comply with the following dress and grooming standards, including in online learning platforms.

### **Shirts, Blouses, Sweatshirts, Sweaters, Vests**

- Shirts, blouses, sweatshirts, sweaters, vests that expose undergarments and/or midriff are prohibited;
- Shirts, blouses, sweatshirts, sweaters, vests must not depict or reference alcohol, drugs, tobacco, weapons, nudity, gang affiliation, death, violence, vulgar or obscene language or images, and/or insults to race, religion, gender, or ethnicity, or other emblems or writing that may be expected to cause a material or substantial disruption of, or interference with, normal school operations.

### **Dresses, Jumpers, Skirts, Shorts, Skorts, Pants, and Jeans**

- Dresses, jumpers, skirts, and skorts may be worn at a length that is slightly above mid-thigh;
- Shorts, jeans, and all pants shall be worn at the hip or higher and must cover undergarments;
- Shorts may be worn at a length that is approximately above mid-thigh; and
- Athletic wear, which may include yoga pants, stretch leggings, biker shorts, and fitness tights, are permissible as long as they do not reveal undergarments, do not have sections of see-through material, or are worn with a shirt that covers the posterior, and are not disruptive to the school environment.

### **Shoes**

- Shoes shall be worn, and if designed to be tied shall be properly tied;
- Elementary students shall not wear flip-flops, or shoes with no back/heel strap;
- Unsafe footwear is not permitted (i.e., house shoes, slippers); and
- Appropriate shoes must be worn during PE/athletics classes, as well as during lab activities in science, CTE, etc. Foam clogs, flip flops, or shoes with no back/heel strap should not be worn during these activities.

### **Hair**

- All hair, including facial hair, shall be neat, clean, and well groomed, and worn in a style that is not distracting.
- Mustaches, beards, or goatees shall be neat, clean, and well groomed, and worn in a style that does not display derogatory remarks, symbols, or statements that disrupts the learning environment. Hair markings must not depict or reference alcohol, drugs, tobacco, weapons, nudity, gang affiliation, violence, vulgar or obscene language, or images that substantially disrupt or interfere with normal school operations. Drawings, icons, and/or other markings cut into the hair, including eyebrows, and not associated with required religious markings or hairstyles are not permitted.

## **Miscellaneous**

- Proper undergarments shall be worn at all times;
- Revealing clothing of any type may not be worn;
- No clothing that has been ripped, torn, or cut in a way as to reveal undergarments, midriff, chest, or posterior;
- Clothing including face coverings with profanity, obscene patches, references to alcohol, drugs, weapons or tobacco, or anything that may be construed as violent, vulgar or obscene language or images, and/or insults to race, religion, gender, or ethnicity, or other emblems or writing that may be expected to cause a material or substantial disruption of, or interference with, normal school operations.
- Any attire, tattoo, icons, or markings on body, e.g. bandanas, shoelaces, chains, t-shirts, etc., that is distracting, causes a disturbance, or identifies a student as part of an unauthorized group, gang, or society are not permitted that includes but is not limited to virtual background choices,
- No wearing of athletic/ski masks or coverings of the face with cloth or other breathable materials during school hours.
- No pajama wear of any type except on campus designated days;
- Body piercings that are distracting or that pose a safety concern are not permitted;
- No hats, caps, doo-rags, wave caps, bonnets, bandanas or hoods worn indoors, except on campus designated days or during designated times permitted by the campus; and
- No sunglasses may be worn inside the building unless there is a medical note on file.

# DRESS FOR SUCCESS

FORT BEND ISD DISCIPLINE MANAGEMENT PLAN AND STUDENT CODE OF CONDUCT

**Clothing must cover areas from one armpit to the other armpit, down to the mid-thigh.**

**Tops must have shoulder straps and be long enough to adequately cover the waistline and not expose the midriff.**



## Bullying

Bullying, Policy FFI (Legal), is a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that satisfies the applicability requirements below and that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school; and
- Includes cyberbullying.

### **Reporting Allegations of Bullying and Cyberbullying**

Any student who believes that they are a victim of bullying, cyberbullying or retaliation or believes that another student is being bullied should immediately report the alleged acts to a teacher, counselor, campus administrator, or other district employee. Additionally, any parent who believes that their student is being bullied, cyberbullied or retaliated against should report alleged acts to their student's teacher, counselor, or campus administrator. Anyone who observes, overhears, suspects, or receives notice of bullying, cyberbullying, or retaliation shall immediately notify the principal or designee. Reports of bullying may be done by phone, in person, or by email. Additionally, students and parents can report allegations of bullying using [Let's Connect](#). *Let's Connect* gives students and parents the choice to report bullying anonymously.

Chapter 37 provides for DAEP placement or expulsion for a student who engages in bullying that:

- Encourages a student to commit or attempt to commit suicide;
- Incites violence against a student through group bullying; or
- Releases or threatens to release intimate visual material of a minor or of an adult student without the student's consent.

"Cyberbullying" as defined in David's Law is bullying arising from a pattern of acts or one significant act that is done through the use of any electronic communication device, including a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool. Because of David's Law, "cyberbullying" is now more specifically included in the definition of "bullying" in the Education Code. The bullying provisions in the Education Code (including pre-existing law and changes made by David's Law) apply to:

- Bullying that occurs on or is delivered to a school property or to the site of a school-sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity;
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

## **Notice to Parents**

In accordance with Board policy FFI(LOCAL), the principal or designee shall make reasonable attempts to notify the parent or guardian of the targeted student and the alleged aggressor as soon as possible, but in no event more than three (3) days after the incident is reported. The principal or designee shall notify the parent or guardian of the alleged aggressor within five (5) business days after the date the incident is reported.

## **Responding to Allegations of Bullying and Cyberbullying**

In accordance with Board policy FFI(LOCAL), upon receiving a bullying allegation, the campus will provide the parent of the alleged targeted student *and* the alleged aggressor student with a Notice of Student Parent Rights and decide the immediate actions that should be taken to ensure student safety (e.g., separating the students, disciplining the student(s), contacting CPS, and notifying Special Education, if the student receives Special Education services).

If an allegation of bullying is reported anonymously the campus will contact the alleged targeted student and their parents and inform them that an allegation has been reported. The campus administrator will start a preliminary investigation and if the allegation is believed to have potential merit, the campus will follow the procedures for responding to bullying allegations.

## **Investigating Allegations of Bullying and Cyberbullying**

As part of the campus administrator's investigation into the reported allegations, they will obtain details from each person who was involved or saw the incident. This will include speaking with the students, parents, and any witnesses. The campus will make a final determination of whether bullying has occurred. The investigation results will be shared with both the alleged targeted student and parent and the alleged aggressor student and parent. The campus investigative process will be completed within five days and written notice of the determination will be provided to the alleged targeted student and parent and the alleged aggressor student and parent.

## **Concluding the Investigation**

Absent extenuating circumstances, the investigation should be completed within five district business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred and, if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

## **Improper Conduct**

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the district may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

## **District Action**

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

## **Student Safety Plans and Disciplinary Consequences**

During a bullying investigation, the campus administrator can implement a student safety plan. The student safety plan may remain in place at the conclusion of the bullying investigation if bullying has been determined or at the campus administrator's discretion. A student safety plan describes actions that are non-disciplinary, non-punitive actions designed to protect the safety of all students involved.

A student safety plan can include, but is not limited to:

- Conflict resolution conducted by campus staff;
- Counselor check-in;

- Class or schedule changes; or
- Stay away agreement.

Disciplinary consequences can include, but are not limited to:

- Behavior contract;
- Classroom based responses;
- Detention;
- Conflict resolution;
- Check In with School Counselor;
- FBA/Behavior Planning;
- Mentoring Program;
- Referral to Mental Health Services;
- Referral to SST (Tiered Support Team Interventions);
- Referral to Behavioral Health Team;
- Restitution;
- Restorative Practices;
- Withdrawal of privileges;
- In-school suspension;
- Out of school suspension; or
- Depending on the severity, placement at the Disciplinary Alternative Education Program (DAEP).

### **Counseling**

The principal or designee shall notify the targeted student, aggressor, and any students who witnessed the bullying of available counseling options.

### **School-Wide Corrective Actions**

Corrective action may include but is not limited to:

- A training program for the individuals involved in the complaint;
- A comprehensive education program for the school community;
- Follow up inquiries to determine whether any new incidents or any instances of retaliation have occurred;
- Involving parents and student in efforts to identify problems and improve the school climate;
- Increasing staff monitoring of areas where bullying has occurred; and
- Reaffirming the District's policy against bullying.

### **Consideration for Students Receiving Special Education Services**

Campus administrators will consult with Special Education Services personnel and the ARD committee before implementing disciplinary consequences for a student receiving special education services that has engaged in bullying.

Campus administrators must convene the ARD committee before a change in placement or transfer may be approved under Education Code 37.004. Additional options for the student may be discussed with Special Education Services personnel.

### **Confidentiality**

The district shall respect the privacy of the person submitting the report, targeted student, persons against whom a report is filed, aggressor, and witnesses to the greatest extent possible. Limited disclosures may be necessary in order to conduct a thorough investigation.

### **Appealing a Bullying Determination**

A student or parent who is dissatisfied with the outcome of the bullying investigation may appeal through [FNG](#) (LOCAL).

## **False Reporting**

A student who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a campus or District investigation regarding bullying, cyberbullying, or retaliation shall be subject to appropriate disciplinary action according to the Student Code of Conduct. A student who forwards, repeats or retweets telephone, computer, camera, electronic mail, instant messaging, text messaging, social media application, Internet website or any other Internet-based communication that is false or infringes upon the rights of the targeted student may be disciplined according to the Student Code of Conduct.

## **Removal from the Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### **Routine Referral**

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

### **Formal Removal**

A teacher may initiate a formal removal from class under Chapter 37 if:

- A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
- The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

### **Procedure for Removal**

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

After the conference, the campus behavior coordinator or other appropriate administrator will notify the student and parent(s)/guardian of the consequences of the SCC violation.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom;
- In-school suspension;
- Out-of-school suspension;
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the education code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

## **Returning a Student to the Classroom** 231

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **In-School Suspension**

### **Misconduct**

Disciplinary action resulting in ISS placement will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude or disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, and the effect of the misconduct on the school environment. Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

In deciding whether to order In-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#));
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

### **Process**

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision. The campus behavior coordinator or appropriate administrator shall determine the number of days of a student's suspension days and will notify the parent/guardian through written notice and parent phone call. The student's teachers will be notified by the campus administrator so that coursework may be provided to ISS.

### **Length of Assignment to ISS**

The length of assignment to ISS is not to exceed ten days per offense, unless the student commits a violation of the ISS rules or the Student Code of Conduct while assigned to ISS. This could result in the assignment of additional days to a maximum of ten days, suspension from school, or assignment to a disciplinary alternative education program, depending upon the seriousness of the offense.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05; 232

- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year. Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#));
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

### **Length of Suspension**

State law allows a student to be suspended for up to three (3) school days per offense, with no limit on the number of times a student may be suspended in a semester or school year. The principal or principal's designee shall set the length of the suspension from school. When a student is suspended, the student is expected to be under the supervision of the parent, guardian or other responsible adult.

### **Coursework During In-School or Out-of-School Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to out-of-school suspension or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide

the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

### **Sanctions**

A student who has been assigned to OSS may not participate in nor attend school-sponsored or school-related activities or extracurricular activities during the period of assignment.

# Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#));
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

Before a student may be approved for DAEP, the student is afforded appropriate due process discipline conference as required by the U.S. Constitution and which the student's parent/guardian is invited, in writing, to attend. Under TEC §37.009(f), the minimum procedural requirements necessary to satisfy due process depend upon the circumstances and the interests of the parties involved.

The notice should contain a statement of the specific offense that would justify a placement in the alternative education program. At the discipline conference, the student is entitled to:

- Additional representation by an adult, other than the student's parent/guardian, who can provide guidance to the student and parent and/or
- An opportunity to testify and present evidence.

Additional proceedings may be conducted and additional discipline may be imposed if the student engages in additional misconduct while the student is in DAEP or is already expelled.

## **Interim Placement**

Until a decision on the recommendation for DAEP has been provided by the Department of Student Affairs, the student may be placed in out-of-school suspension for no more than 3 days and in-school suspension pending the decision. Students placed in in-school suspension on any DAEP related offense may not participate in nor attend school sponsored or school-related activities or extracurricular activities during the period of assignment.

## **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

## **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide;
- Inciting violence against a student through group bullying;
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent;
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang (See [definitions](#));
- Involvement in criminal street gang activity (See [definitions](#));
- Any criminal mischief, including a felony;
- Assault (no bodily injury) with threat of imminent bodily injury;
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the Superintendent or the superintendent's designee has reasonable belief (See [definitions](#)) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (See [definitions](#)) of the Penal Code, that occur off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See [definitions](#));
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony;
  - Commits an assault (See [definitions](#)) under Penal Code 22.01(a) (1);
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or a dangerous drug. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See [definitions](#) for "under the influence" "controlled substance," and "dangerous drug.");
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, vaping with THC, or vaping with no THC, or e-cigarette.
    - Students identified as having a first offense of possession, use, or under the influence of vaping with or without THC may be eligible for participation in the district's First Offense RISE program.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 63.);

- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals;
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure (See [definitions](#));
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a) (1), (2), (3), or (7);
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engages in expellable conduct and is between six and nine years of age;
  - Commits a federal firearms violation and is younger than six years of age;
  - Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 63.);
  - Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (See [definitions](#)) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  - The student receives deferred prosecution (See [definitions](#));
  - A court or jury finds that the student has engaged in delinquent conduct (See [definitions](#)); or
  - The superintendent or designee has a reasonable belief (See [definitions](#)) that the student engaged in the conduct.

### **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana THC, and e- cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or
- aggravated sexual assault against another student on the same campus; or
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the campus behavior coordinator.

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

**Until a conference can be held, the campus behavior coordinator or other appropriate administrator may place a student in:**

- Another appropriate classroom;
- In-School Suspension; and/or
- Out-of-School Suspension for a maximum of three (3) days.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#)),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

## **Length of Placement**

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

## **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

## **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
- The student has engaged in serious or persistent misbehavior (See [definitions](#)) that violates the district's Code.

## **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

## **Appeals**

Appeals initiated by a student or parent/guardian regarding the process used for a DAEP placement or an expulsion decision, such as issues related to the disciplinary conference or proper notice being provided, should be addressed in accordance with policy [FNG](#) (Local) and policy [FOC](#) (Legal), restating sections of the TEC, Chapter 37 and the Penal Code. A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through [Policy On-Line](#).

Appeals shall begin at Level One with the Department of Student Affairs. The policy may be obtained from the DSA or the District's website. Disciplinary consequences shall not be delayed or deferred pending the outcome of an appeal. Further, the decision cannot be appealed beyond the Board. If during the term of DAEP placement, the student engages in additional misconduct, additional disciplinary conferences may be conducted and additional days to current assignment may be imposed with the approval of the Executive Director of Student Affairs or designee.

In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the District will comply with applicable federal law, including the Title IX formal complaint process. [FFH](#) (Legal) and [FOC](#) (LOCAL).

### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation will be withdrawn from the alternative school and re-enrolled at the home campus. The student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified by the Superintendent or designee.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Resilience, Intervention, Support, and Empowerment Program (R.I.S.E)**

DAEP shall provide students with a substance or alcohol related offense the opportunity to participate in and complete the district's substance abuse education program to qualify for a reduction in the term of placement. R.I.S.E is a curriculum-based, social and resilience skill program designed to teach leadership, health self-image, and substance avoidance. This twenty- day program is incorporated into but may not constitute the full total of the student's DAEP assignment.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings with the approval of the Executive Director of Student Affairs or designee.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

- Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (See [definitions](#)), or deferred prosecution will be initiated; or
- The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the

proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy [FOCA](#) (LEGAL) for more information.

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the

regular classroom if the board or its designee determines that the student's presence:

- Threatens the safety of other students or teachers;
- Will be detrimental to the educational process; or
- Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (See [definitions](#)) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

- The date on which the student's conduct occurred;
- The location at which the conduct occurred;
- Whether the conduct occurred while the student was enrolled in the district; or
- Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

- Threatens the safety of other students or teachers;
- Will be detrimental to the educational process; or
- Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

- The student graduates from high school;
- The charges are dismissed or reduced to a misdemeanor offense; or
- The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#));
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 54)

### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide;
- Inciting violence against a student through group bullying;
- Releasing or threatening to release intimate visual material of a minor or of a student who is

18 years of age or older without the student's consent;

- Conduct that contains the elements of assault under Penal Code 22.01(a) (1) in retaliation against a school employee or volunteer;
- Criminal mischief, if punishable as a felony;
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault;
  - Sexual assault;
  - Aggravated sexual assault;
  - Murder;
  - Capital murder;
  - Criminal attempt to commit murder or capital murder;
  - Aggravated robbery;
- Breach of computer security (See [definitions](#));
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

### **At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See [definitions](#) for "under the influence.");
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony;
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals;
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a) (1) against an employee or a volunteer; or
- Engaging in deadly conduct (See [definitions](#)).

### **Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault;
- Arson (See [definitions](#));
- Murder, capital murder, or criminal attempt to commit murder or capital murder;
- Indecency with a child;
- Aggravated kidnapping;
- Manslaughter;
- Criminally negligent homicide;

- Aggravated robbery;
- Continuous sexual abuse of a young child or disabled individual;
- Felony drug- or alcohol-related offense;
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law (See [definitions](#));
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law (See [definitions](#)); or
- Possession of a firearm, as defined by federal law (See [definitions](#)).

### **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district’s Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Penal Code 1.07; or
- Conduct that constitutes the offense of:
  - Public lewdness under Penal Code 21.07;
  - Indecent exposure under Penal Code 21.08;
  - Criminal mischief under Penal Code 28.03;
  - Hazing under Education Code 37.152; or
  - Harassment under Penal Code 42.07(a) (1) of a student or district employee.

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

#### **Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See [definitions](#))

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See [definitions](#)) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. See policy [FNCG \(LEGAL\)](#);
  - A location-restricted knife, as defined by state law; (See [definitions](#))
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law; (See [definitions](#))
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault;
  - Arson; (See [definitions](#))
  - Murder, capital murder, or criminal attempt to commit murder or capital murder;
  - Indecency with a child;
  - Aggravated kidnapping;
  - Aggravated robbery;
  - Manslaughter;
  - Criminally negligent homicide;
  - Continuous sexual abuse of a young child or disabled individual;
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Process**

Before a student may be expelled, the Superintendent or designee shall provide the student a hearing at which the student is afforded appropriate due process as required by the U.S. Constitution and which the student's parent/guardian is invited, in writing, to attend. Under TEC §37.009(f), the minimum procedural requirements necessary to satisfy due process depend upon the circumstances and the interests of the parties involved. Federal due process requires notice and some opportunity for hearing. The notice should contain a statement of the specific charges and grounds that, if proven, would justify expulsion. In some cases, the student should be given the names of the witnesses against him or her, and an oral or written report on the facts to which each witness testifies. After trying to inform the student and parent/guardian of the hearing, the district may hold the hearing regardless of whether the student or the student's parent/guardian attends.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom;

- In-school suspension;
- Out-of-school suspension; or
- DAEP.

### **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

- Representation by the student's parent or another adult who can provide guidance to the student;
- An opportunity to respond to the allegation and to present evidence including video footage and witnesses in the student's defense; and
- An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Department of Student Affairs the authority to conduct hearings and expel students.

### **Expulsion Order**

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

- Self-defense (See [definitions](#));
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the *Department of Student Affairs* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code. A copy of the expulsion order will be included with any records sent to a school where the student seeks to enroll. The enrolling school District has discretion to enforce the expulsion order.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements. The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

- The student is a threat to the safety of other students or to district employees; or
- Extended expulsion is in the best interests of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **District Expulsion Program (DEP)**

The District Expulsion Program is a self-contained, separate disciplinary placement from the DAEP that maintains the expelled student on the FBISD alternative campus rather than placed off site at the JJAEP. This expulsion option is available for consideration by the expulsion hearing officer when a student has an extenuating circumstance that makes placement at the JJAEP inappropriate.

### **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may request additional disciplinary action.

### **Expulsion while in DAEP**

A student may be recommended for an expulsion for engaging in documented serious misbehavior that violated this Code, despite documented behavioral interventions while placed in a DAEP. A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by §1.07, Tex. Penal Code; or
- Conduct that constitutes the offense of public lewdness, indecent exposure, criminal mischief, personal hazing or harassment.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

- The out-of-state district provides the district with a copy of the expulsion order; and
- The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

- The student is a threat to the safety of other students or district employees; or
- Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies [FOCA](#) (LEGAL) and [FODA](#) (LEGAL) for more information.

### **Academic Impact**

Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP), District Expulsion Program (DEP), or other District-approved program or as required by the IDEA or Section 504.

### **Expulsion Appeal Process**

Questions from parents/guardians regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline techniques should be addressed in accordance with policy [FNG](#) (Local). The policy may be obtained from the [Board Policy Manual on the FBISD website](#). The district shall not delay a disciplinary consequence while a student or parent/guardian pursues a grievance.

The expulsion hearing officer's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the CBC or administrator, and (3) confirm or reverse the decision of the CBC or administrator.

After the due process hearing, the expelled student may request that the Board review the expulsion decision. The student or parent/guardian must submit a written request to the Superintendent within seven days after receipt of the written decision. The Superintendent must provide the student or parent/guardian written notice of the date, time, and location of the meeting at which the board will review the decision.

The Board shall review the record of the expulsion hearing in a closed meeting unless the parent/guardian requests in writing that the matter be held in an open meeting. The Board may also hear a statement from the student or parent/guardian and from the Board's designee.

The Board shall hear statements made by the parties at the review and will base its decision on evidence reflected in the record and any statements made by the parties at the review. The Board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the appeal.

If the Board confirms the decision of the hearing officer, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.

**Texas Education Data Standards (TEDS) Appendix E**

The Texas Education Data Standards (TEDS) Appendix E provides guidance to local school districts in Texas related to discipline management. TEDS Appendix E produces information to ensure consistency in discipline management in Texas. The TEDS Appendix E is broken into three major components that can be further explored using the following links:

- Providing helpful FAQs to understand common topics: [Click here for FAQ's](#)
- Provides state specific discipline codes and definitions to preserve continuity of actions that are assigned to discipline in PEIMS. [Click here for definitions and codes](#)
- Provides a chart for districts to utilize when determining offenses that are mandatory and discretionary DAEP placements or expulsions to the JJAEP. [Click here for state offense and action charts](#)

**Removal From the Bus**

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

<b>Removal from the School Bus</b>				
<b>Examples of Infractions Regarding Buses</b>				
<b>Level I</b>	<b>Level II</b>	<b>249</b>	<b>Level III</b>	<b>Level IV</b>

<ul style="list-style-type: none"> <li>• Failure to remain seated while the bus or vehicle is moving</li> <li>• Out of assigned seat</li> <li>• Loud voice</li> <li>• Not seated “on pockets”</li> <li>• Gum</li> <li>• Food</li> <li>• Getting on/off at the wrong stop</li> <li>• Entering and exiting transportation in a disorderly manner or at a non- designated stop</li> <li>• Failure to keep aisles clear of books, bags, instruments, feet, or other obstructions</li> <li>• Failure to follow the driver's lawful directions at all times</li> <li>• Extending any body part, clothing, or other article outside of the transportation</li> <li>• Making loud or distracting noises</li> </ul>	<ul style="list-style-type: none"> <li>• Arguing/disrespectful toward the bus driver</li> <li>• Profanity</li> <li>• Inappropriate physical contact</li> <li>• Failure to keep hands, feet, other body parts, or objects to yourself</li> <li>• Verbal altercation with another student</li> <li>• Persistent Level I offenses</li> <li>• Obstructing the driver's view</li> </ul>	<ul style="list-style-type: none"> <li>• Profanity directed at the bus driver</li> <li>• Physical altercation: slapping, kicking, hitting, pushing</li> <li>• Throwing objects on the bus or out of the windows or doors</li> <li>• Throwing items at or near the bus driver</li> <li>• Vandalism to the bus</li> <li>• Any action that necessitates a delay in completing the route</li> <li>• Threats toward a student</li> <li>• Possession of a knife</li> <li>• Bullying</li> <li>• Mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment</li> <li>• Failure to fasten seat belts when available on any vehicle</li> <li>• Failure to wait for the driver's signal upon leaving the bus or vehicle and before crossing in front of the bus or vehicle</li> <li>• Persistent Level II offenses</li> </ul>	<ul style="list-style-type: none"> <li>• Possess, Sell, Use, Under the Influence (PSUU) of drugs, alcohol or tobacco</li> <li>• Assault of a student</li> <li>• Assault of the bus driver</li> <li>• Threats toward the bus driver</li> <li>• Possession of an illegal knife</li> <li>• Persistent Level III offenses</li> </ul>
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To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student’s transportation privileges, in accordance with law.

Misconduct on buses, in District vehicles, or at bus stops, will be disciplined in accordance with this Code. Bus riding privileges may be suspended or revoked.

<b>Consequences</b>		
	<b>Elementary Grades (Pre-K to 5)</b>	<b>Secondary Grades (6 to 12)</b>
<b>Level I</b>	Driver documents and conferences with student	Driver documents and conferences with student
<b>First Referral Consequences</b>		
	<b>Elementary Grades (Pre-K to 5)</b>	<b>Secondary Grades (6 to 12)</b>

<b>Level II: First Offense</b>	Discipline referral by Transportation to school administration and parent/guardian contact by the school	Discipline referral by Transportation to school administration and parent/guardian contact by the school
<b>Level II: Additional Offenses</b>	1 Day Bus Suspension	3 Day Bus Suspension
<b>Level III</b>	3 Day Bus Suspension	5 Day Bus Suspension
<b>Level IV</b>	5 Day Bus Suspension	10 Day Bus Suspension
<b>Second and Third Referral Consequences</b> Severe and repeated infractions may result in immediate and permanent bus removal		
	<b>Elementary Grades (Pre-K to 5)</b>	<b>Secondary Grades (6 to 12)</b>
<b>Level II</b>	3 Day Bus Suspension	5 Day Bus Suspension
<b>Level III</b>	5 Day Bus Suspension	10 Day Bus Suspension
<b>Level IV</b>	10 Day Bus Suspension	15 Day Bus Suspension

## Telecommunications and Electronic Devices

**Technology/Internet**

Students shall not:

- Use a telecommunication device, including a cellular telephone, or other electronic device in violation of District or campus rules;
- Send, possess, or post electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, or

illegal, including cyberbullying (See [definitions](#)), either on or off school property, if the conduct materially and substantially disrupts the educational process or the orderly operation of a classroom or school or infringes on the rights of another student at school;

- Violate policies, rules, or agreements signed by the student or the student's parent/ guardian regarding the use of technology resources;
- Use any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher, CBC or administrator;
- Make, participate in the making of, transmit to another via an electronic device (air dropping), post or re-post to the internet a digital, video, or audio recording or image of an actual or simulated act that involves a crime or conduct prohibited by this Code;
- Use any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded;
- Use any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing (aka sexting);
- Use the name, persona, or image of a student, District employee, or volunteer to create a web page or post one or more messages on a website without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another;
- Use email, websites, or electronic devices to engage in or encourage illegal conduct, violations of this Code, or to threaten school safety or infringes on the rights of another student at the school;
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the district, officials, volunteers, employees, or other students by any means;
- Attempt to or successfully alter, destroy interrupt, intercept, or disable District technology equipment, District data, the data of other users of the district's computer system, or other networks connected to the district's system, including uploading or creating computer viruses, worms, or other harmful material;
- Copy, download, reproduce, distribute, retransmit, redisplay, or modify items from the district's website;
- Send disruptive, irrelevant or inappropriate messages or images on the internet to a large number of recipients including, but not limited to online learning platforms, social media sites and personal messaging platforms;
- Use the Internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the right of another student at school; or
- Engage in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials.

Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way,

(2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian.

## **Telecommunications and Electronic Devices**

Students using mobile devices must follow the guidelines stated in this document while using the Fort Bend ISD network on school property or attending any campus-sponsored activity.

FBISD policy [FNCE](#) (LEGAL) and (LOCAL) telecommunication devices are those that emit an audible signal, vibrate, display a message, or otherwise summon or deliver a communication to the possessor. Under no circumstances should telecommunication devices be used to take photos/videos/audio in any school facility other than for instructional purposes under the direction of a teacher or at an event open to the public. If an administrator suspects that a device may contain photos/ videos/audio taken at school or inappropriate photos/videos/audio, the photos/videos/audio will be reviewed in the presence of the student or parent/guardian prior to the device being returned to the student. Students will be required to delete school-related photos/videos/audio that were taken in violation of these guidelines. Additionally, police will be contacted if an administrator has reason to believe that a photo/videos/audio might be a violation of law. Likewise, if an administrator suspects that a telecommunication device was used in violation of these guidelines and/or for cheating, the administrator may review the call history and/or text messages in the presence of the student or parent/guardian prior to the device being returned to the student.

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

Students in grades 2-12 may possess personal telecommunication devices: however, cell phone devices, smart watches, and sound transmission devices such as earbuds, headphones, and speakers must remain off and usage is prohibited during instructional hours ( includes extended day, tutorials, etc.) Personal devices may be used in accordance with campus and district rules only at times specifically authorized by a campus, including before school, after school, transition periods, and during lunch periods or as outlined by the Student Code of Conduct.

The following guidelines will be required of students who choose to bring these devices to school:

- Students are not to use the devices to receive or place personal calls or send/read personal messages during instructional hours;
- The use of telecommunication devices in locker rooms and restroom areas at any time while at school or at a school-related or school-sponsored event is strictly prohibited.
- Telecommunication devices are not to be used during disciplinary placements including detention and ISS;
- Telecommunication devices used for sexting, contributing to the disruption of the educational environment by filming, posting or sharing fight videos, or transmitting pornographic material will be assessed for discipline as appropriate and up to and including a criminal referral;
- A student shall obtain prior approval, as directed in the student handbook, before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. A student shall submit medical documentation from a physician for medical use. [See CQ]
- Any student who uses a personal telecommunication device to engage in academic dishonesty

or transmission of communication engaging in or promoting bullying, threats, or inappropriate images, etc. shall receive disciplinary action as outlined in the Student Code of Conduct. Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

- Violation of the telecommunication device guidelines during the administration of any state or major course assessment may result in an invalid assessment and/or will be regarded as cheating. The student's test will be invalidated with appropriate disciplinary action assessed. If a student brings a telecommunication device to school, it is the student's responsibility to keep the item secure. The school will not be responsible for telecommunication devices that are damaged, lost or stolen; however, as with other personal property brought to school, administrators will conduct investigations as time permits in an effort to recover lost/stolen items or to determine the person(s) responsible for damages, and will assess discipline as appropriate;
- Ensuring that school officials, law enforcement officers and other emergency agencies will have adequate means of communication during an emergency is of utmost importance to the safety of all students. Therefore, students are asked to turn off telecommunication devices and to not make phone calls or send/receive text messages during an emergency situation that occurs at school until the crisis stage is over unless they are instructed to do so by a staff member or an emergency responder. Students will participate in emergency drills to prepare for these situations. (Parents are asked to refrain from making calls to the school since there are only a few phone lines into the school, and these phone lines are strategic in communicating with emergency responders. In addition, parents are asked to refrain from calling telecommunication devices or sending text messages to keep the airwave frequencies open for emergency responders. As soon as feasible, school personnel will allow students to make phone calls to parents.

### **Noncompliance**

The following will occur when a student is not in compliance with the guidelines:

If a student uses a mobile device during a time or place in which authorization to use has been denied, the device may be confiscated by a teacher, administrator, or other authorized district employee. If a student uses a mobile device during a time or place in which authorization to use has been denied, the device may be confiscated by a teacher, administrator, or other authorized District employee. Confiscated telecommunications devices may be released to the student at the end of the class period or instructional day as determined by the campus. No fee will be charged to retrieve a confiscated telecommunications device. If a device is kept because of an investigation, parent contact will be made before the end of the day so that they are aware their child will not have their phone.

Confiscation is defined as the device being taken up by an adult and turned into administration per campus procedures. The student who violates the telecommunication device guidelines will be assessed a disciplinary consequence. Failure to relinquish a telecommunication device when asked to do so will result in escalated disciplinary consequences for insubordination.

**Unclaimed Telecommunication Devices** If a telecommunication device is not reclaimed by the parent/guardian within 30 days of the date of notification or the end of the school year (whichever is later), the district shall dispose of the device after providing notice required by law.

# Telecommunications and Electronic Devices

**Telecommunication devices are those that emit an audible signal, vibrate, display a message, or otherwise summon or deliver a communication to the possessor.**

## Use in Classrooms:

- Elementary students in Pre-K, K, and 1st grade shall not possess a personal telecommunication device during the instructional day, while riding to/from school on District transportation, during tutorials or detention, or while participating in a school-sponsored extracurricular activity on or off school property.
- Students in grades 2-12 may possess personal telecommunication devices: however, cell phone devices, smart watches, and sound transmission devices such as earbuds, headphones, and speakers must remain off and usage is prohibited during instructional hours (to include extended day, tutorials, etc.)

## Use in Locker Room and Restroom:

The use of telecommunication devices in locker rooms and restroom areas at any time while at school or at a school-related or school-sponsored event is strictly prohibited.

## Photo/Video/Audio:

Under no circumstances should telecommunication devices be used to take photos/videos/audio in any school facility other than for instructional purposes under the direction of a teacher or at an event open to the public.

## Emergency Situations:

In emergency situations, students are to follow the guidance of school personnel regarding the use of telecommunication devices.

## Non-compliance:

- The student who violates the telecommunication device guidelines will be assessed a disciplinary consequence according to the Student Code of Conduct.

**Students and parents are encouraged to become familiar with FBISD policy FNCE (LEGAL) and (LOCAL), and the Student Code of Conduct section related to telecommunication devices.**



## Title IX Investigations

For reports alleging sexual harassment, sexual assault, stalking, dating violence, the campus administrator receiving the report will notify the parent/guardian of the complainant when a report is received and provide the student and parent a copy of the Parent/Student Rights Form and the Incident Reporting Form. This should occur generally *on the same day as the report* when possible. If any unwanted, physical touch of intimate body parts of a minor is involved, the employee must notify Child Protective Services and law enforcement within the same business day. The employee receiving an allegation/outcry from a student must notify the campus administrator promptly and within the same business day to begin a prompt investigation of the allegations. The campus administrator will ensure that Child Protective Services and Fort Bend ISD Police Department has been notified of any unwanted and inappropriate physical touch of a Fort Bend ISD student at school or at a school-related activity. The Title IX Coordinator will also be notified by the investigating campus administrator.

The parent/guardian of the alleged aggressor will also be notified of the allegations and will receive a copy of Parent/Student Rights form as well. For campus investigations that do not involve physical touch, campus administrators will begin their investigations and take statements from the complainant, respondent, and any available witnesses, as well as review available evidence, such as available video surveillance. If the campus investigation determines that the alleged aggressor may represent a threat to the safety of the alleged victim or others, or necessitates removal from an activity or program, the campus may conduct a campus student threat assessment. For investigations that involve physical touch, campus investigations may be delayed until law enforcement investigations and interviews are completed, at which point, campus investigations may promptly resume.

Upon receipt of allegations and during the investigation, a safety plan and supportive measures will be offered immediately to both parties. This may include but are not limited to: a schedule change, increased adult monitoring, offer for counseling, and a stay away agreement.

Within 3-5 business days (for uncomplicated sexual harassment investigations), campus administrators will communicate findings to the parent/guardians in a letter to notify of findings with continued supportive measures, safety plan, and stay away agreement. If a determination of a Code of Conduct violation has occurred in accordance with this Code, the respondent's parent/guardian will be notified, and this action will be documented in the Skyward discipline record.

For complicated investigations that involve law enforcement and Child Advocacy Center interviews that delay campus investigations, campus administrators should complete their investigations within 3-5 business days after receipt of results from CAC interview and clearance to interview the complainant.

The complainant may request a campus transfer or may request that the respondent be transferred to another campus in situations where sexual harassment is substantiated. Transportation will not be provided in these instances.

Both the complainant and the respondent retain the right to file a formal Title IX complaint during this process. Please contact the District Title IX Coordinator, Kelli Upshaw (281) 281-7232 or [Kelli.Upshaw@fortbendisd.gov](mailto:Kelli.Upshaw@fortbendisd.gov) with any concerns or questions.

### **Sexual Harassment** Policy DIA and FFH(LOCAL)

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:

- 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;
- Has the purpose or effect of substantially<sup>256</sup>unreasonably interfering with the student's

academic performance; or

- Otherwise adversely affects the student's educational opportunities.

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:

- 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;
- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- Otherwise adversely affects the student's educational opportunities. 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; cyber harassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

### **Dating Violence** Policy FFH (LOCAL)

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:

- 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;
- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- Otherwise adversely affects the student's educational opportunities.

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults; name-calling; putdowns; 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.

Any student who believes that he or she has experienced prohibited conduct or believes that 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.

## Threat Assessment

### **Threat Assessment and Safe and Supportive School Team**

The Texas Education Code 37.115(a)(1) requires campus behavioral threat assessment teams, tracking of actions taken relative to students who make threats, and notification of parents if threats are made. The Texas Education Code mandates a Safe and Supportive Schools Program Team.

All Fort Bend ISD campuses have trained threat assessment teams called CSTAT; Campus Student Threat Assessment Team [see Education Code 37.220]. Members include a campus administrator, school counselor, and student resource officer. The team may also include a campus staff member who is familiar with and has a rapport with student(s) involved. Threat assessment is an investigative process. Parents of the victim and alleged aggressor are contacted during the investigation. Once the team determines if the threat is transient (not serious) or substantive (serious, very serious) the team must consider interventions and resources needed to ensure support for all students involved.

A threat assessment investigation may also include a safety assessment conducted by the District Student Threat Assessment Team also known as DSTAT. In accordance with [TEC 37.115, policy FFB\(LEGAL\), and FFB\(LOCAL\)](#) the District has created a District Threat Assessment Team (DSTAT) to provide guidance and assessment to campuses when dealing with substantive (serious and very serious) student threats. DSTAT will also track all threats to ensure appropriate support is provided to students and campuses and shall take appropriate action in accordance with this Code to ensure a safe and coordinated response to all student threats. The goal is to prevent campus violence, establish a safe campus experience, and provide needed additional support for the success of all students.

These actions may include:

- Development of a safety plan;
- Safety check-ins;
- Additional monitoring during transition periods; and/or
- Referral to DAEP.

Each campus shall have a Campus Student Threat assessment Team (CSTAT), coordinated by the CBC or principal that investigates threats, creates safety plans, and develops behavior interventions to reduce the risk of violence. Each Campus Student Threat Assessment Team should be comprised of, at a minimum, the CBC or principal, counselor, and School Resource Officer (SRO). Other members may include special education staff, the Campus Compliance Coordinator, investigating assistant principal, nurse, or others with knowledge of the student and behaviors. CSTAT teams are supported by the DSTAT for training, assessing student plans, and monitoring.

Threat is defined as: a concerning communication or behavior that indicates that an individual poses a danger to the safety of school staff or students through acts of violence or other behavior that would cause harm to self or others. The threat must be communicated behaviorally, orally, visually,

in writing, electronically, or through any other means, and is considered a threat regardless of whether it is observed by or communicated directly to the target of the threat or observed by or communicated to a third party, and regardless of whether the target of the threat is aware of the threat.

All threats will be taken seriously and will be investigated by campus administrators or law enforcement personnel, as appropriate. There are various types of threats which include, but are not limited to, the use of threatening language or gestures, assault by threat, and terroristic threat. Disciplinary consequences and/or police action will be assessed based on the outcome of each investigation.

A student commits an offense of terroristic threat if he/she threatens to commit any offense involving violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; classroom; or place of assembly; or
- Cause impairment or interruption of school communications, power supply, or school-related transportation.

### **Threat Assessment Investigations**

A campus may determine a need to conduct a threat inquiry or assessment as a tool for responding to threatening situations in which there is a concern about a particular student who has come to the attention of school administrators by engaging in communications or behaviors of concern. If, in the process of the inquiry, these concerns meet the criteria of “harmful, threatening, or violent behaviors,” established by [TEC 37.115](#), then a threat assessment will be conducted. In instances where this threat assessment becomes a formal Campus Student Threat Assessment Process, the principal or CBC will follow the following procedures:

If the campus administrator determines that an immediate threat is present, Fort Bend ISD Police Department and District leadership will be notified immediately. The District Student Threat Assessment Team will also be notified. Parents of any alleged victims and aggressors will be notified as soon as the alleged threat is secured in situations where immediate threat of school violence is determined. In other situations, the Campus Student Threat Assessment Team will review the threat and investigate further.

The campus administrator will convene the Campus Student Threat Assessment Team (CSTAT) initially to review the initial report and assign roles and responsibilities to obtain details regarding the allegation and student’s history. The person reporting will be provided the Incident Reporting Form.

The campus administrator will meet with the student alleged to have made a threat to take the student’s verbal and written statement and to determine if there is merit to the allegations and determine if there is a need to proceed, based on presenting information. Statements will be taken from the alleged victim and witnesses regarding the allegations. If the investigation indicates that no threat is present, the CSTAT may reconvene to determine that additional inquiry is unnecessary. If the alleged victim is in fear, a safety plan and stay away agreement will be developed to protect the alleged victim.

However, if the CSTAT continues to investigate and finds evidence that there may be a threat to school safety, the counselor may interview the student. The campus administrator will provide copies

of Student/Parent Rights to both the aggressor and victim and their parent/guardian and notify them of the threat investigation.

The CSTAT will convene to determine threat level and provide a copy of their determination to the District Student Threat Assessment Team for review within **one business day if a substantive threat and two business days if a transient threat**.

Transient threats are those that can be identified as temporary expressions of anger or frustration (or perhaps inappropriate attempts at humor) that dissipate quickly when the student reflects on the meaning of what he or she has said. Substantive threats are those that include an intent to harm someone beyond the immediate incident or creates a significant amount of fear or disruption in the school setting.

If the CSTAT determines that a transient threat was made, the students and parents/guardians of the alleged victim and aggressor will be advised of the outcome of the threat assessment. The alleged aggressor and parents/guardians will be notified if disciplinary action will be taken, and due process in accordance with this Code will be followed.

If the CSTAT determines that a substantive threat was made, the students and parents/guardians of the alleged victim and aggressor will be advised of the outcome of the threat assessment. The alleged aggressor will have an additional safety assessment promptly by a member of the District Threat Assessment Team (DSTAT) to determine what safety measures and interventions are needed to protect school safety and the alleged victim. This is not a mental health assessment, but is conducted to determine appropriate interventions, including a safety plan to protect the alleged victim, referrals to resources, development of behavioral strategies, and the development of a district-wide support plan to assist the student in deterring violence as an option to redress wrongs. A member of the District Threat Assessment Team may provide support for the student during an alternative school placement or long term, depending on the student's needs.

Alleged victims may request a campus transfer for substantive threats for themselves or the person threatening them through their principal or Campus Behavior Coordinator.

# REPORT OF A THREAT



## CAMPUS/DISTRICT NOTIFICATION

- Secure the victim.
- Notify campus administrators and school resource officer of the threat; secure the aggressor.
- If a weapon is involved, contact Fort Bend ISD Police, Department of School Leadership and DSTAT.



## SCREENING

- Use the CSTAT screener to determine if there is a need to conduct a Campus Student Threat Assessment.
- If a threat assessment is not needed, the campus will follow the regular investigation protocol.



## PARENT NOTIFICATION

- Contact the parent/guardian of the aggressor and targeted student to inform them of the alleged threat.



## CSTAT PROCESS

- Investigate the incident: obtain statements, conduct a counselor interview and receive parent input.
- Contact SPED/504/McKinney-Vento staff as appropriate.
- Contact Title IX Coordinator if the threat is sexual in nature.
- Law enforcement will conduct a parallel investigation.



## FINAL DETERMINATION

- Review the evidence, determine the threat level and establish needed interventions (e.g. safety plan and stay-away agreements).
- Notify parents of findings.
- Campus Threat Assessment documents are sent to DSTAT for further review. DSTAT determines if there is a need for additional interventions.

# Appendix

## **2025 - 2026 Instructional Calendar**

### August

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

### September

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

### October

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

### November

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

### December

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

### January

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

### February

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

### March

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

### April

3rd ..... Student/Teacher Holiday

### May

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

### June

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

### July

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

### KEY

<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Teacher Work Day	[ ] Beginning/End of Nine Weeks
<span style="background-color: orange; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Professional Learning	{ } Exams
<span style="background-color: red; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Teacher Planning	■ Early Release ES
<span style="background-color: green; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> First Day of Semester	■ Early Release HS/MS
<span style="background-color: brown; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> District Professional Learning Day	■ Early Release HS/MS/ES
<span style="background-color: purple; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Holiday	☐ Inclement Weather Make-up Day

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

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

S	M	T	W	T	F	S
<b>August 2025</b>						
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S	M	T	W	T	F	S
<b>September 2025</b>						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

S	M	T	W	T	F	S
<b>October 2025</b>						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
<b>November 2025</b>						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S	M	T	W	T	F	S
<b>December 2025</b>						
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
<b>January 2026</b>						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
<b>February 2026</b>						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

S	M	T	W	T	F	S
<b>March 2026</b>						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
<b>April 2026</b>						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

S	M	T	W	T	F	S
<b>May 2026</b>						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
<b>June 2026</b>						
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

S	M	T	W	T	F	S
<b>July 2026</b>						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st Semester Grading Period	81 Days	2nd Semester Grading Period	90 Days
1st Nine Weeks	8/12 - 10/10	3rd Nine Weeks	1/8 - 3/13
2nd Nine Weeks	10/21 - 12/19	4th Nine Weeks	3/23 - 5/28

Cultural and religious observances of families in FBISD can be accessed on the [Diversity Calendar](http://www.fbisd.com/diversity) at [www.fbisd.com/diversity](http://www.fbisd.com/diversity).  
Board Approved 1/29/2025

## High Schools

<p><b>Austin High School</b> Rachel Cortez - Principal 3434 Pheasant Creek Drive Sugar Land, 77498 634-2000 Fax: 634-2074</p>	<p><b>Crawford High School</b> Keith Fickel - Principal 801 Caldwell Ranch Blvd Rosharon, 77583 327-6730 Fax: 327-6730</p>	<p><b>Hightower High School</b> Andre Roberson - Principal 3333 Hurricane Lane Missouri City, 77459 634-5240 Fax: 634-5333</p>	<p><b>Ridge Point High School</b> Leonard Brogan - Principal 500 Waters Lake Blvd. Missouri City, 77459 327-5200 Fax: 327-5201</p>
<p><b>Bush High School</b> Felicia James - Principal 6707 FM 1464 Richmond, 77407 634-6060 Fax: 634-6066</p>	<p><b>Dulles High School</b> Corey Stewart - Principal 550 Dulles Avenue Sugar Land, 77478 634-5600 Fax: 634-5681</p>	<p><b>Kempner High School</b> Danielle Jackson - Principal 14777 Voss Road Sugar Land, 77498 634-2300 Fax: 634-2378</p>	<p><b>Travis High School</b> Sarah Laberge - Principal 11111 Hartem Road Richmond, 77406 634-7000 Fax: 634-7010</p>
<p><b>Clements High School</b> Brian Shillingburg - Principal 4200 Elkins Road Sugar Land, 77479 634-2150 Fax: 634-2168</p>	<p><b>Elkins High School</b> Courtney Muceus - Principal 7007 Knights Court Missouri City, 77459 634-2600 Fax: 634-2674</p>	<p><b>Marshall High School</b> Ogechi Uwaga-Sanders - Principal 1220 Buffalo Run Missouri City, 77489 634-6630 Fax: 634-6650</p>	<p><b>Willowridge High School</b> Jennifer Roberts - Principal 16301 Chimney Rock Road Houston, 77053 634-2450 Fax: 634-2513</p>

## Middle Schools

<p><b>Baines Middle School</b> Elizabeth Williams - Principal 9000 Sienna Ranch Road Missouri City, 77459 634-6870 Fax: 634-6880</p>	<p><b>First Colony Middle School</b> Jennifer Petru - Principal 3225 Austin Parkway Sugar Land, 77479 634-3240 Fax: 634-3267</p>	<p><b>Lake Olympia Middle School</b> Terence Hayden - Principal 3100 Lake Olympia Parkway Missouri City, 77459 634-3520 Fax: 634-3549</p>	<p><b>Sartaria Middle School</b> Cholly Oglesby - Principal 8125 Homeward Way Sugar Land, 77479 634-6310 Fax: 634-6373</p>
<p><b>Bowie Middle School</b> Michael Yelvington - Principal 700 Plantation Drive Richmond, 77406 327-6200 Fax: 327-6201</p>	<p><b>Fort Settlement Middle School</b> Jennifer Williams - Principal 5440 Elkins Road Sugar Land, 77479 634-6440 Fax: 634-6456</p>	<p><b>McAuliffe Middle School</b> Trevor Lemon - Principal 16650 South Post Oak Houston, 77053 634-3360 Fax: 634-3393</p>	<p><b>Sugar Land Middle School</b> LaToya Garrett - Principal 321 Seventh Street Sugar Land, 77498 634-3080 Fax: 634-3108</p>
<p><b>Crockett Middle School</b> Kyella Griffin - Principal 19001 Beechnut Richmond, 77407 634-6380 Fax: 327-6380</p>	<p><b>Garcia Middle School</b> Cory Collins - Principal 18550 Old Richmond Road Sugar Land, 77498 634-3160 Fax: 634-3166</p>	<p><b>Missouri City Middle School</b> Tasha Hamilton - Principal 202 Martin Lane Sugar Land, 77489 634-3440 Fax: 634-3473</p>	<p><b>Thornton Middle School</b> Kathryn Kargbo - Principal 1909 Waters Lake Blvd. Missouri City, 77459 327-3870 Fax: 327-3871</p>
<p><b>Dulles Middle School</b> Reginald Brown - Principal 500 Dulles Avenue Sugar Land, 77478 634-5750 Fax: 634-5781</p>	<p><b>Hodges Bend Middle School</b> Brandi Brooks - Principal 16510 Bissonnet Houston, 77083 634-3000 Fax: 634-3028</p>	<p><b>Quail Valley Middle School</b> Audra Ude - Principal 3019 FM 1092 Missouri City, 77459 634-3600 Fax: 634-3632</p>	

## Elementary Schools

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<p><b>Barrington Place Elementary @ Meadows – Grades K-2nd</b> Cindel Blackmer - Principal 12037 Pender Lane Meadows Place, 77477 634-4720 Fax: 634-4734</p>	<p><b>Brazos Bend Elementary</b> Felicia Bolden - Principal 621 Cunningham Creek Blvd. Sugar Land, 77479 634-5180 Fax: 634-5200</p>	<p><b>Commonwealth Elementary</b> Latecha Bogle - Principal 4909 Commonwealth Blvd. Sugar Land, 77479 634-5120 Fax: 634-5140</p>	<p><b>Fleming Elementary</b> She'Nee Young - Principal 14850 Bissonnet Houston, 77083 634 - 4600 Fax: 634-4615</p>
<p><b>Barrington Place Elementary @ Lakeview – Grades 3rd – 5th</b> Alena McClanahan - Principal 314 Lakeview Dr. Sugar Land, 77498 634-4200 Fax: 634-4214</p>	<p><b>Burton Elementary</b> Lakisha Anthony - Principal 1625 Hunter Green Lane Fresno, 77545 634-5080 Fax: 634-5094</p>	<p><b>Cornerstone Elementary</b> Alexis Prudhomme - Principal 1800 Chatham Avenue Sugar Land, 77479 634-6400 Fax: 327-6400</p>	<p><b>Ferguson Elementary</b> Carla Patton - Principal 1300 Heritage Park Dr. Missouri City, 77459 327-8500 Fax: 327-8502</p>

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## Elementary Schools

**Glover Elementary**  
Clementine Arana - Principal  
1510 Columbia Blue Drive  
Missouri City, 77489  
634-4920 Fax: 634-4934

**Goodman Elementary**  
Jonathan Sutton - Principal  
1100 West Sycamore  
Fresno, 77545  
634-5986 Fax: 634-6000

**Heritage Rose Elementary**  
Gabriella Garza - Principal  
636 Glendale Lakes Drive  
Rosharon, 77583  
327-5400 Fax: 327-5401

**Highlands Elementary**  
Angela Dow - Principal  
2022 Colonist Park Drive  
Sugar Land, 77478  
634-4160 Fax: 634-4176

**Holley Elementary**  
Danielle Moss - Principal  
16655 Bissonnet  
Houston, 77083  
634-3850 Fax: 634-3856

**Hunters Glen Elementary**  
Lavanta Williams - Principal  
695 Independence Blvd.  
Missouri City, 77489  
634-4640 Fax: 634-4656

**Jones Elementary**  
Carlo Levia - Principal  
302 Martin Lane  
Missouri City, 77489  
634-4960 Fax: 634-4974

**Jordan Elementary**  
Kimberly Charles - Principal  
17800 West Oaks Village Drive  
Richmond, 77407  
634-2800 Fax: 634-2801

**Lakeview Elementary**  
Alena McClanahan - Principal  
314 Lakeview Drive  
Sugar Land, 77498  
634-4200 Fax: 634-4214

**Lantern Lane Elementary**  
Justin Kowrach - Principal  
3323 Mission Valley Drive  
Missouri City, 77459  
634-4680 Fax: 634-4694

**Leonetti Elementary**  
Joy Schwinger - Principal  
1757 Waters Lake Blvd.  
Missouri City, 77459  
327-3190 Fax: 327-3191

**Lexington Creek Elementary**  
Christina Hopkins - Principal  
2335 Dulles Avenue  
Missouri City, 77459  
634-5000 Fax: 634-5014

**Madden Elementary**  
Kristi Durham - Principal  
17727 Abermore Lane  
Richmond, 77407  
327-2740 Fax: 327-2742

**Malala Elementary**  
Donald Lam-Interim Principal  
11770 W. Aliana Trace Dr.  
Richmond, 77407  
327-5700 Fax: 327-5701

**Meadows Elementary**  
Cindel Blackmer - Principal  
12037 Pender Lane  
Meadows, 77477  
634-4720 Fax: 634-4734

**Mission Bend-Glen Elementary**  
Veronica Roberson - Principal  
16053 Mission Glen Drive  
Houston, 77083  
634-4280 Fax: 634-4296

**Mission West Elementary** Jorge  
Pena - Principal  
7325 Clodine-Reddick Road  
Houston, 77083  
634-4320 Fax: 634-4334

**Neill Elementary**  
Margaret Murphy - Principal  
3830 Harvest Corner Drive  
Richmond, 77406  
327-3760 Fax: 327-3761

**Oakland Elementary**  
Nancy Hummel - Principal 4455  
Waterside Estates Drive  
Richmond, 77406  
634-3730 Fax: 634-3738

**Oyster Creek Elementary**  
Deanna Olson - Principal 16425  
Mellow Oaks Lane  
Sugar Land, 77498  
634-5910 Fax: 634-5925

**Palmer Elementary**  
Kellie Clay - Principal  
4208 Crow Valley Drive  
Missouri City, 77459  
634-4760 Fax: 634-4773

**Parks Elementary**  
Anitra Wilson - Principal  
19101 Chimney Rock Road  
Fresno, 77545  
634-6390 Fax: 327-6390

**Patterson Elementary**  
Angela Wallace - Principal  
18702 Beechnut Street  
Richmond, 77407  
327-4260 Fax: 327-4261

**Pecan Grove Elementary**  
Kari Bruhn - Principal  
3330 Old South Drive  
Richmond, 77406  
634-4800 Fax: 634-4814

**Quail Valley Elementary**  
Yvette Mendoza - Principal  
3500 Quail Village Drive  
Missouri City, 77459  
634-5040 Fax: 634-5054

**Ridgegate Elementary**  
Marta Rivas - Principal  
6015 West Ridgecreek Drive  
Houston, 77053  
634-4840 Fax: 634 - 4855

**Ridgemont Elementary**  
Kimsheka Bowie -Interim  
Principal  
4910 Raven Ridge Drive  
Houston, 77053  
634-4880 Fax: 634 - 4896

**Scanlan Oaks Elementary**  
Lori Craig - Principal  
9000 Camp Sienna Trail  
Missouri City, 77459  
634-3950 Fax: 634-3915

**Schiff Elementary** Gregory  
Foulds - Principal  
7400 Discovery Lane Missouri  
City, 77459  
634-9451 Fax: 327-9449

**Seguin Elementary**  
Fidel Wells - Principal  
7817 Grand Mission Blvd.  
Richmond, TX 77407  
634-9850 Fax: 327-7029

**Settlers Way Elementary**  
Kellie Issac - Principal  
3015 SettlersWay Blvd. Sugar  
Land, 77479  
634-4360 Fax: 634 - 4376

**Sienna Crossing Elementary**  
Rachel Rosier - Principal  
10011 Steep Bank Trace  
Missouri City, 77459  
634-3680 Fax: 634-3799

**Sugar Mill Elementary**  
Jaimie Geis - Principal  
13707 Jess Pirtle Blvd.  
Sugar Land, 77498  
634-4440 Fax: 634 - 4459

**Sullivan Elementary** Donna  
Whisonant - Principal  
17828 Winding Waters Lane  
Sugar Land, 77479  
327-2860 Fax: 327-2861

**Townwest Elementary**  
Erika Edmond - Principal  
13927 Old Richmond Road  
Sugar Land, 77498  
634-4480 Fax: 634 - 4494

**Walker Station Elementary**  
Gregory Granger-Interim  
Principal  
6200 Homeward Way Blvd.  
Sugar Land, 77479  
643-4400 Fax: 634 - 4413

## Specialized Schools

**Progressive High School**  
Tonya Curtis - Principal  
1555 Independence Blvd.  
Missouri City, 77489  
634-2900 Fax: 634-2913

**James Reese Career and  
Technical Center**  
Julia Erdie - Principal  
12300 University Blvd. Sugar  
Land, 77478  
327-7300 Fax: 634-5700

**MR Wood/FHCL**  
Cozette Church - Principal  
138 Avenue E  
Sugar Land, 77498  
327-6000 Fax: 327-6001

**Early Literacy Center @  
Ridgemont** Benjamin  
Bostick- Associate Principal  
5353 Ridge Creek Circle  
Houston, 77053  
634-9810 Fax: 634-4382

**Early Literacy Center @  
Hunters Glen** Shawndreka  
Clemons - Associate Principal  
695 Independence Blvd.  
Missouri City, 77489  
634-2195 FAX: 327-2217

# Profile of a Graduate

The Profile of a Graduate, adopted by the Board of Trustees in 2017, supports the District’s Mission, Vision, and Core Beliefs and Commitments by defining the qualities a student should possess upon graduation.



*FBISD exists to inspire and equip ALL students to pursue futures beyond what they can imagine.*

## A Fort Bend ISD Graduate has a rigorous academic foundation, strong character, and is ...



### **equipped with skills for life.**

Fort Bend ISD graduates exhibit grit and determination in all aspects of life; respect self and others; engage in healthy life choices; are literate and articulate; proficient with technology; and meaningfully and practically apply knowledge in productive ways.



### **a servant leader.**

Fort Bend ISD graduates demonstrate confidence while maintaining a humble and kind demeanor; prioritizing the needs of others while accepting responsibility for themselves and are accountable for their own actions; are optimistic; and strive to bring out the best in others.



### **an effective communicator.**

Fort Bend ISD graduates communicate clearly both orally and in writing; respectfully and actively listen to others; appropriately engage in courageous conversations; and appropriately adapt their communication style to the audience.



### **a critical thinker.**

Fort Bend ISD graduates are visionary and solutions-oriented problem solvers; are inquisitive and innovative; and have the courage to actively challenge conventional methods in order to improve themselves and the world around them.



### **a compassionate citizen.**

Fort Bend ISD graduates are empathetic to their fellow citizens, exhibiting care and concern for others; are inclusive and embrace differences; are culturally aware; actively engage in improving our diverse community; exercise their right to vote; and are dependable, respectful, trustworthy, and self-disciplined.



### **a collaborative team member.**

Fort Bend ISD graduates work effectively with others to achieve group goals; take actions that respect the needs and contributions of others; yield their own objectives to the goals of the team; and positively facilitate and contribute to teamwork.



### **a life-long learner.**

Fort Bend ISD graduates approach life with wonder and curiosity; seek opportunities to be creative; possess a thirst for knowledge and the ability to adapt to change; and are academically prepared to pursue and attain futures beyond what they can imagine!

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: Paper, Printing Supplies, and Related Items (RFP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval for the purchase of paper, printing supplies, and related items from multiple vendors in an amount not to exceed \$1,500,000 and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

<b>Summary/Background</b>
<p>On August 13, 2019, the Board approved RFP 20-007DE for the print shop paper, printing supplies, and related items, which is set to expire in July 2025. To ensure uninterrupted service and continued support of printing operations across all campuses and departments, Fort Bend ISD issued RFP 25-031MG on January 7, 2025.</p> <p>This RFP 25-031MG seeks proposals from qualified vendors to provide materials and supplies used by the District Print Shop in fulfilling print requests from schools and departments. The scope of the solicitation includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• Paper products: bond, NCR (No Carbon Required), cover stock, card stock, recycled paper, and specialty color/textured stock</li><li>• Printing consumables: toner, ink, developer, fuser kits, and maintenance kits</li><li>• Bindery and finishing supplies: binding combs and coils, staples, laminating film, glue strips, and covers</li><li>• Packaging and distribution supplies: shrink wrap, packing tape, boxes, and mailers</li><li>• Print shop operational materials: cutting blades, cleaning supplies, and rollers</li><li>• Just-in-time delivery options for time-sensitive print jobs</li></ul>

# Fort Bend Independent School District

From the 2019–20 through the 2023–24 school years, the Printing Services Department processed 23,378 print jobs. This RFP supports the daily operations of the Printing Services Department and enables it to continue providing high-quality services and products to its customers and across the District.

An evaluation team comprised of Fort Bend ISD staff members from the Business and Finance Departments evaluated the submissions. The District applied the “Best Value” process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on July 24, 2025, and will run through July 23, 2028. With the two (2) option years, the contract can be extended until July 23, 2030.

## **Background**

Expenditures in 2023-24 were \$226,716. The previous expenditure recommendation for this project was \$1,600,000. Expenditures are not expected to exceed \$1,500,000 through July 2030. Funding is included in the budget.

Requested by:	Bryan Guinn, Chief Financial Officer Richard Gay, Executive Director Business Services
Vendor:	Western BRW Paper Co Inc dba Ovol USA, Houston*** Cape Equipment & Services Staples Clampitt Paper Company*** BIGAB Company LC
Budget Sources:	General Fund Enterprise Funds
Amount:	Not to Exceed \$1,500,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	1317
Number of vendors downloaded the solicitation:	95
Number of responses received:	77
Number of “no bid” responses received:	6
Length of commitment:	Through July 2030
Last solicitation date:	August 13, 2019
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

**RFP 25- 031MG Paper, Printing Supplies, and Related Items**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> </ul>	30 points
2	<p><b>Reputation of the Vendor and of the Vendor's goods or services</b></p> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	10 points
3	<p><b>Quality of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Service capabilities</li> <li>• Demonstrated competence: experience, etc.</li> <li>• Relevant experience</li> <li>• Experience and competence in dealing with large school districts</li> <li>• Customer service indicative of sound delivery of services</li> <li>• Quality control</li> </ul>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <ul style="list-style-type: none"> <li>• Delivery Time and Logistics</li> <li>• Customer service and warranty/support offerings</li> <li>• Accuracy of Price Product Range and Availability Value added Services</li> <li>• Understanding of the scope of work</li> <li>• Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact info.) Vendors must meet these expectations to be considered for recommendation.</li> </ul>	25 points
5	<p><b>Vendor's Past Relationship with the District</b></p> <p>For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> <li>• Past projects or contracts of similar service that the vendor has had with the District.</li> <li>• Past projects or contracts of similar service the vendor has had with K-12 districts of similar size or larger.</li> <li>• Past projects or contracts of similar service the vendor has had with businesses or universities the size of our district.</li> </ul>	5 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Warranty, setup fee; maintenance or other fees, and other added cost, Pricing and volume discount structure</li> </ul>	5 points
7	<p><b>Vendor's Principal Place of Business is in the State of Texas or Employs 500 People in this State.</b></p>	0 points
8	<p><b>Insurance Requirements</b></p> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail

9	<b>Service Agreement</b> <ul style="list-style-type: none"> <li>Extent to which the vendor agrees to our Standard Form of Agreement by <b>Vendor Acknowledgement Form</b>, you assent to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
10	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	<b>TOTAL</b>	<b>100 points</b>

Tabulation Summary

RFP 25-031MG Paper, Printing Supplies, and Related Items

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (10 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to Which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Western BRW Paper Co. Inc dba Ovol USA Houston	24.00	6.10	24.33	24.33	4.67	4.00	87.43	1
Cape Equipment & Services	20.00	6.10	23.00	22.67	4.67	3.00	79.44	2
Staples	24.00	0.05	22.67	22.67	4.00	4.00	77.39	3
Clampitt Paper Company	23.00	5.50	20.00	19.33	4.67	4.00	76.50	4
BIGAB Company, LC	24.00	0.05	17.33	18.00	1.33	4.00	64.71	5

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: School Liability, Privacy &amp; Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation (COOP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Chief Financial Officer		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

### Recommendation

Consideration and approval for the purchase of School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation coverages under the Interlocal Participation Agreement with Texas Association of School Boards (TASB) Risk Management Fund in an amount not to exceed \$6,700,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.

### Summary/Background

In March 2021, the Board approved 21-051JB School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation Coverages to purchase the coverages for this contract, which expires in 2025. TASB has provided the District with the specific coverages needed for independent school districts (ISDs) for over ten (10) years. Additionally, they offer ancillary coverages such as Privacy & Information Security (cyber) and Violent Acts coverage under its liability umbrella of services. The District is self-funded for Workers' Compensation.

The Administrative Services Only (ASO) agreement with the Texas Association of School Boards (TASB) allows efficient management of the program and ensures compliance with state regulations. The coverage period and administrative services run from July 1 through June 30 each year, prior to renewal. Workers' Compensation claims often have 'long tails,' meaning it can take several years for claims to be fully resolved. As a result, accurately forecasting annual program costs is challenging.

# Fort Bend Independent School District

Utilizing TASB's ASO services provides access to experienced claims administrators, legal support, and medical case management resources that the District would otherwise need to develop and manage internally at significant cost. These services help reduce claim duration and associated costs while ensuring injured employees receive appropriate care and support. Additionally, maintaining a strong risk management partner like TASB helps safeguard the District from potential legal liabilities and ensures that we remain in compliance with evolving state and federal regulations.

**Background**

Expenditures for calendar year 2023-24 were \$1,290,320. Expenditures are not expected to exceed \$6,700,000 through June 2030. Funding is included in the budget.

Requested by:	Bryan Guinn, Chief Financial Officer Richard Gay, Executive Director Business Services	
Vendor:	Texas Association of School Boards Risk Management Fund ***	
Budget Sources:	General Fund	
Amount:	Not to exceed \$6,700,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of "no bid" responses received:	N/A	
Length of commitment:	Through June 2030	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

\*\*\* Previously awarded a contract of the same scope with the Distric

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b> <b>Meeting Date: June 9, 2025</b>	
<b>Agenda Item Title: Review: Employee Voluntary Benefits (Dental, Vision, Short-Term Disability, Long-Term Disability, Basic Life/AD&amp;D, and Voluntary Life/AD&amp;D)</b>	
<b>Board Policy: CH, CV, or DBD (Local)</b>	<b>District Priority: Priority 3</b>
<b>Department:</b> Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.	
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval for the continued offering of employee voluntary benefits from multiple vendors in an amount not to exceed \$52,278,015 and authorization for the Superintendent to negotiate and execute the agreements through December 2030.

<b>Summary/Background</b>
<p>On May 16, 2022, the Board approved RFP 22-033KB Employee Voluntary Benefits that will expire on December 31, 2025. On February 6, 2025, the District issued RFP 25-039KB soliciting proposals for Employee Voluntary Benefits. Twelve (12) vendors submitted proposals. This Request for Proposal (RFP) included the employer paid Basic Life and AD&amp;D benefits, as well as the employee paid Dental, Vision, Short Term Disability, Long Term Disability, and Voluntary Life and AD&amp;D benefits.</p> <p>An evaluation committee consisting of representatives from the Employee Benefits &amp; Wellness Committee, Business &amp; Finance, Payroll &amp; Compensation, and Employee Benefits &amp; Wellness Departments reviewed the vendor submissions. The District utilized the “Best Value” selection process in accordance with Chapter 44, §44.031(b) of the Texas Education Code, as well as CH (Legal) and CH (Local) District purchasing and acquisition policies.</p> <p>Based on rates, benefits provisions, customer service, provider disruption, and a combined offering, the District’s evaluation committee recommends the following vendors for services effective January 1, 2026:</p> <p>Dental Benefit Services: <b>MetLife Insurance</b> Vision Benefit Services: <b>Vision Service Plan Insurance Company</b></p>

# Fort Bend Independent School District

Basic Life and AD&D Benefit Services: **The Hartford**  
 Voluntary Life and AD&D Benefit Services: **The Hartford**  
 Short-term and Long-term Disability Services: **Guardian Life Insurance Company**

These vendors offered the most comprehensive products along with favorable rates. Consideration was given to the network of providers that employees and dependents are currently using as well as the impact of changing providers.

Coverage Type/Funding Type	Pricing
Dental: <b>Employee Paid</b>	\$ 5,333,906
Vision: <b>Employee Paid</b>	\$ 754,394
Short Term Disability: <b>Employee Paid</b>	\$ 1,880,106
Long Term Disability: <b>Employee Paid</b>	\$ 792,266
Basic Life/AD&D: <b>Employer Paid</b>	\$ 153,825
Voluntary Life/AD&D: <b>Employee Paid</b>	\$ 1,236,574

The term of the contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on January 1, 2026, and will run through December 31, 2028. With two (2) option years, the contract can be extended until December 2030.

**Background**

Expenditures for Plan Year 2024 were \$10,224,947. Expenditures are not expected to exceed \$52,278,015 through December 2030.

Requested by:	Glenda Johnson, Chief Human Resources Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Guardian Life Insurance Company*** MetLife Insurance The Hartford Vision Service Plan Insurance Company***	
Budget Sources:	Healthcare Fund	
Amount:	Not to Exceed \$52,278,015	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	2007	
Number of vendors downloaded the solicitation:	68	
Number of responses received:	12	
Number of "no bid" responses received:	4	
Length of commitment:	Through December 2030	
Last solicitation date:	May 16, 2022	
Supporting documents:	Evaluation Summary and Rubric	

# Fort Bend Independent School District

Disclosure under Board Policy CH, CV, or DBD (Local):	None
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*\*\*\* Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Glenda Johnson  
Chief Human Resources Officer

Bryan Guinn  
Chief Financial Officer

**RFP 25-039KB Employee Voluntary Benefits ((Dental, Vision, Short-Term Disability, Long Term Disability, Basic Life/AD&D, and Voluntary Life/AD&D)**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> <li>• Competitive group plan pricing with service offerings in terms of basic and or buy up options;</li> <li>• Multi-Year premium rate guarantees with singular or base/buy up options where applicable</li> <li>• Flexibility for policy customization to ensure that Fort Bend ISD population needs are met through group plan options, including portability options for all products;</li> <li>• Price is to remain firm/fixed for the term of the contract. Price is to be provided within the Voluntary Benefits Questionnaire and included on the excel worksheet that is labeled by specific lines of coverage</li> </ul>	25 points
2	<p><b>Reputation of the Vendor and of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<p><b>Quality of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Full service online enrollment of benefits package during and outside of open enrollment periods;</li> <li>• Provide high-performance value-added services available to all participants in group plans;</li> <li>• Access to premier national service support team, but also possess capabilities for local presence;</li> </ul>	30 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <ul style="list-style-type: none"> <li>• Vendors will provide a multitude of services for open enrollment support, client/member administration, case management, member advocate services;</li> <li>• Participation in District-level events throughout the year.</li> <li>• Vendor to provide custom materials for Fort Bend ISD during open enrollment periods, vendor health fairs, and to help support other district sponsored events.</li> </ul>	30 points
5	<p><b>Vendor's Past Relationship with the District</b> For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> <li>• Past projects or similar service vendor has had with the district.</li> <li>• Past projects or similar service vendor has had with any K-12 Districts similar size or larger</li> <li>• Past projects or similar service vendor has had with any business or universities the size of our district.</li> </ul>	5 points

6	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>• Other fees, and other added costs</li> </ul>	5 points
7	<b>Vendor's Principal Place of Business is in the State of Texas or Employs 500 People in this State.</b>	0 Points
8	<b>Insurance Requirements</b> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> <li>• Certificate of Insurance with the limits outlined, without FBISD listed as the certificate holder</li> <li>• Letter from the vendor's insurance carrier on the insurance carrier's letterhead to Fort Bend ISD</li> </ul>	Pass/Fail
9	<b>Service Agreement</b> <ul style="list-style-type: none"> <li>• Extent to which the vendor agrees to our Standard Form of Agreement by signing the <b>Vendor Acknowledgement Form</b>, vendor assents to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
10	<b>The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses (HUB).</b>	N/A
	<b>TOTAL</b>	100 points

**Tabulation Summary**  
**25-039KB Employee Voluntary Benefits (Dental, Vision, Short-Term Disability, Long Term Disability, Basic Life/AD&D, and Voluntary Life/AD&D)**

**Employee Voluntary Benefits (Dental)**

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (30 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
MetLife Insurance	25.00	0.50	25.29	24.14	3.86	5.00	83.79	1
Guardian Life Insurance Company	24.72	0.00	24.71	25.57	1.00	5.00	81.00	2
United Healthcare	23.08	3.00	20.86	22.71	2.43	5.00	77.08	3
Cigna	24.87	0.50	23.43	20.29	2.14	5.00	76.23	4
Ameritas Life Insurance Company	23.15	2.00	16.43	18.71	2.14	5.00	67.43	5

\*Burrell Educators of Health and Life Retirement were deemed Non-Responsive

**Employee Voluntary Benefits (Vision)**

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (30 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Vision Service Plan Insurance Company	25.00	4.00	21.71	21.43	3.57	5.00	80.71	1
National Vision Administrators	22.12	3.00	23.43	23.57	3.43	5.00	80.55	2
MetLife Insurance	20.79	0.50	25.29	22.86	2.00	5.00	76.44	3
United Healthcare	16.27	3.00	23.00	24.29	4.00	5.00	75.56	4
Cigna	21.15	0.50	22.57	23.00	2.14	5.00	74.36	5
CEC Vision	22.81	2.00	19.29	21.57	1.29	5.00	71.96	6
Avesis Third Party Administrators LLC	21.72	2.00	17.00	22.14	3.43	5.00	71.29	7
Dearborn Life Insurance Company	18.13	5.00	17.14	20.86	2.57	5.00	68.70	8
Guardian Life Insurance Company	19.04	0.00	19.86	23.00	1.00	5.00	67.90	9
Ameritas Life Insurance Company	17.45	2.00	15.43	17.86	2.43	5.00	60.17	10

\*Burrell Educators of Health and Life Retirement were deemed Non-Responsive

**Employee Voluntary Benefits (Short-Term Disability and Long-Term Disability)**

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (30 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Guardian Life Insurance Company	25.00	0.00	24.43	24.57	1.00	5.00	80.00	1
Dearborn Life Insurance Company	22.06	5.00	21.43	20.43	3.00	5.00	76.92	2
MetLife Insurance	19.72	0.50	19.57	19.71	2.00	5.00	66.50	3

\*Burrell Educators of Health and Life Retirement were deemed Non-Responsive

**RFP 25-039KB Employee Voluntary Benefits (Basic Life AD&D)**

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (30 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
The Hartford	22.00	4.00	24.29	24.43	2.29	4.40	81.41	1
MetLife Insurance	16.92	0.50	22.86	21.43	3.57	3.39	68.67	2
Securian Financial Group	25.00	0.00	18.86	16.86	1.00	5.00	66.72	3
Dearborn Life Insurance Company	17.46	5.00	18.29	17.29	4.00	2.62	64.66	4
Guardian Life Insurance Company	14.47	0.00	22.29	23.57	1.00	2.90	64.23	5

\*Burrell Educators of Health and Life Retirement were deemed Non-Responsive

**RFP 25-039KB Employee Voluntary Benefits ( Voluntary Life AD&D)**

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (30 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
The Hartford	25.00	4.00	24.71	24.71	2.14	5.00	85.56	1
Guardian Life Insurance Company	22.02	0.00	22.29	23.57	1.00	5.00	73.88	2
MetLife Insurance	22.02	0.50	22.86	19.57	3.29	5.00	73.24	3
Dearborn Life Insurance Company	22.13	5.00	18.71	17.00	4.00	5.00	71.84	4
Securian Financial Group	23.12	0.00	18.86	16.86	1.00	5.00	64.84	5

\*Burrell Educators of Health and Life Retirement were deemed Non-Responsive

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: Construction Services for Bush High School Renovations (BP031)</b>		
<b>Board Policy: Board Policy CV (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
<p>Consideration and approval of a Construction Services Agreement with Bass Construction for Bush High School Renovations Project (BP031) for a not-to-exceed amount of \$14,651,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.</p>

<b>Summary/Background</b>															
<p>On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program. The BOT also approved Stantec as the architect of record to design and prepare construction documents for Bush High School Renovations (BP031).</p> <p>The Competitive Sealed Proposal (CSP) solicitation (CSP 25-009AL) requested bids for the Bush High School Renovations (BP031). Four firms responded to the CSP.</p> <p>Design &amp; Construction staff, in collaboration with the Director of Purchasing and Materials Management acting in an oversight capacity, evaluated the proposals, using an evaluation team composed of FBISD staff members from the Design &amp; Construction, Procurement, and Finance Departments.</p> <p>The final ranking of the contractors is as follows:</p>															
<table border="1"> <thead> <tr> <th>Firm Name</th> <th>CSP Score</th> <th>Base Bid Amount</th> </tr> </thead> <tbody> <tr> <td>Bass Construction Co. Inc.</td> <td>84.23</td> <td>\$13,600,000</td> </tr> <tr> <td>E Contractors USA LLC</td> <td>80.43</td> <td>\$12,000,000</td> </tr> <tr> <td>Prime Contractors, Inc.</td> <td>76.37</td> <td>\$19,000,000</td> </tr> <tr> <td>Millennium Project Solutions, Inc.</td> <td>75.28</td> <td>\$16,000,000</td> </tr> </tbody> </table>	Firm Name	CSP Score	Base Bid Amount	Bass Construction Co. Inc.	84.23	\$13,600,000	E Contractors USA LLC	80.43	\$12,000,000	Prime Contractors, Inc.	76.37	\$19,000,000	Millennium Project Solutions, Inc.	75.28	\$16,000,000
Firm Name	CSP Score	Base Bid Amount													
Bass Construction Co. Inc.	84.23	\$13,600,000													
E Contractors USA LLC	80.43	\$12,000,000													
Prime Contractors, Inc.	76.37	\$19,000,000													
Millennium Project Solutions, Inc.	75.28	\$16,000,000													

# Fort Bend Independent School District

The bid amount received was under the original budget. Through negotiations with the general contractor and project team, staff is recommending acceptance of needed additive and deductive alternates for a total not-to-exceed construction cost of \$14,651,000. The needed alternates include replacement of two chillers that are near the end of their life expectancy, and important power distribution upgrades in the Fine Arts area.

The detailed project budget for Bush High School Renovations (BP031) is provided on the attached Exhibit 1.

<b>CSP Contract</b>	<b>Package Number</b>	<b>Description</b>	<b>Project Budget</b>
CSP 25-009AL	BP031	Bush High School Renovations	\$19,753,705

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

Upon Board approval, staff will negotiate the contract for Bush High School Renovations and work will begin in the 3rd quarter of 2025.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations



Project Summary  
**BP031 - Bush HS Renovations**  
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
BUSH HIGH	\$1,206,274.00	\$215,717.00	\$1,526,029.00	\$14,651,000.00	\$1,739,988.00	\$350,000.00		\$1,000.00	\$63,697.00	\$19,753,705.00
<b>TOTAL:</b>	<b>\$1,206,274.00</b>	<b>\$215,717.00</b>	<b>\$1,526,029.00</b>	<b>\$14,651,000.00</b>	<b>\$1,739,988.00</b>	<b>\$350,000.00</b>		<b>\$1,000.00</b>	<b>\$63,697.00</b>	<b>\$19,753,705.00</b>

**Tabulation Summary**  
**CSP 25-009AL - BP031 Bush HS Renovations - Package A**

Vendor	Purchase Price (40 pts. max)	Offeror's Experience and Reputation, Past Experience with FBISD and other school districts (19 pts. max)	Quality of the offeror's goods and services, Quality of contractor's response in the proposal, Project Plan and Schedule (21 pts. max)	Offeror's safety record (5 pts max)	Offeror's proposed personnel (5 pts max)	Offeror's financial capability ( 5 pts max)	SBEP commitment (5pts max)	Proposer's Total Score (100 pts. max)
Bass Construction Co., Inc.	40.00	12.80	16.70	2.13	3.45	4.15	5.00	84.23
E Contractors USA, LLC	36.91	12.28	18.00	1.88	2.30	4.06	5.00	80.43
Prime Contractors, Inc.	30.40	14.13	18.65	1.13	3.15	4.41	4.50	76.37
Millennium Project Solutions, Inc.	38.68	14.28	10.50	1.43	1.90	3.99	4.50	75.28

**CSP 25-009AL - BP031 Bush HS Renovations - Package A**

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

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: BP032 Hightower HS Renovations</b>		
<b>Board Policy: Board Policy CVF (Legal)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

### Recommendation

Consideration and approval of an increase to the construction services agreement with Job Order Contractor (JOC) E Contractors USA, LLC for replacement of a chiller at Hightower High School (HHS) Central Plant (BP032) for additional funds in the amount of \$225,000 for a revised not-to-exceed construction contract amount of \$875,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

### Summary/Background

The 2023 Bond includes chiller replacement at Hightower High School (BP032).

On June 26, 2023, the FBISD Board of Trustees (BOT) approved the 2023 Bond Program Master Project Budgets, including Hightower HS Renovations (BP032).

On October 2, 2023, the BOT approved the Phase 3 Professional Services Firms for Bond 2023 projects. Infrastructure Associates, Inc. was selected to design the chiller replacement scope from the Board approved vendor pool Hightower HS Renovations (BP032).

On August 21, 2023, the BOT approved a Job Order Contracting (JOC) pool of five contractors to provide construction services to the district for both Bond 2023 and non-bond work. E Contractors USA, LLC was included as one of the selected JOC contractors in the vendor pool.

On September 23, 2024, the BOT approved E Contractors USA, LLC as the Job Order Contractor (JOC) for a not-to-exceed construction contract amount of \$650,000 to execute the chiller replacement work under BP032 Hightower HS Renovations.

# Fort Bend Independent School District

Subsequently, the contractor discovered that the originally specified chiller would not be available until sometime in 2026 due to mandated refrigerant phase out changes that became effective on January 1, 2025. The team researched other available chiller manufacturers. One was identified that would be available and fit within the current conditions of the mechanical space. After reviewing costs for the recommended chiller in comparison to the originally specified chiller, staff is requesting additional funds in the amount of \$225,000 for a revised not-to-exceed construction contract in the amount of \$875,000 to E Contractors USA, LLC.

The detailed project budget Hightower High School Renovations (BP032) is provided on the attached Exhibit 1.

Package Number	Description	Project Budget
BP032	Hightower High School Renovations	\$14,672,500

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations



Project Summary  
**BP032 - Hightower HS Renovations**  
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
HIGHTOWER HIGH	\$972,743.00	\$171,275.00	\$601,045.00	\$11,297,825.00	\$1,355,739.00	\$250,000.00		\$1,000.00	\$22,873.00	\$14,672,500.00
<b>TOTAL:</b>	<b>\$972,743.00</b>	<b>\$171,275.00</b>	<b>\$601,045.00</b>	<b>\$11,297,825.00</b>	<b>\$1,355,739.00</b>	<b>\$250,000.00</b>		<b>\$1,000.00</b>	<b>\$22,873.00</b>	<b>\$14,672,500.00</b>

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>	
<b>Agenda Item Title: Review: Instructional Resources (Supplemental)</b>			
<b>Board Policy:</b> CH, CV, or DBD (Local)		<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Teaching & Learning			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval for the purchase of Instructional Resources, to add multiple vendors, and to increase the existing contract by \$15,000,000 for a total not to exceed amount of \$30,000,000, and authorization for the Superintendent to negotiate and execute the agreements through June 2027.

<b>Summary/Background</b>
<p>The purpose of this proposed action is to (1) add additional qualified vendors to 22-060KB Instructional Resources and (2) to increase the original Board approved amount from \$15,000,000 to \$30,000,000.</p> <p>Each year, the Business and Finance Department, in partnership with the Academic Affairs Division engages in a supplemental RFP process for this category to add vendors to the authorized list of previously approved vendors to ensure the District has a comprehensive set of resources that align with the District's instructional programs.</p> <p>The District supports all students in having access to high quality instructional materials, and Fort Bend ISD provides a robust, rigorous, and aligned curriculum. This contract is used to support Tier 1, 2, and 3 curriculums and provides options for campuses to purchase supplemental instructional resources for classroom use. The contract also provides for instructional resources needed to support new school startups.</p> <p>On June 20, 2022, the Board approved RFP 22-060KB Instructional Resources, in an amount not to exceed \$15,000,000 through June 2027. This RFP aims to identify vendors that can provide supplemental instructional resources to the District. It provides the opportunity to</p>

# Fort Bend Independent School District

review and select vendors that are eligible to provide instructional resources for district and campus use, aligned with instructional needs, to supplement adopted resources.

On May 15, 2023, the Board approved RFP 22-060KB-01. Eighty-five (85) vendors responded to the solicitation and forty-eight (48) vendors were awarded. On May 20, 2024, the Board approved RFP 22-060KB-02 Instructional Resources as a continuation of the procurement effort. Fifty-three (53) vendors submitted proposals, and twenty-five (25) vendors were awarded. To further support district instructional needs, Fort Bend ISD issued a supplemental RFP 22-060KB-03 Instructional Resources on February 13, 2025. A total of seventy-seven (77) vendors submitted proposals in response to the supplemental RFP.

As with previous instructional resource RFPs, District and campus staff reviewed vendor submissions across various content and program areas. The selected vendors will allow the District to generate a list of approved vendors for instructional resources, which may be used to support the curriculum and provide campuses with options to purchase supplemental resources for classroom use.

The vendors were selected by the evaluation team because they represent the best overall value for the District. The District applied the “Best Value” process in selecting the vendors to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code and CH (Local) CH (Legal) purchasing and acquisition District policies.

**Background**

Expenditures in 2023-24 were \$6,439,827. The previous expenditure recommendation for classroom instructional learning materials, supplies, and supplemental resources was \$45,000,000. Expenditures are not expected to exceed \$30,000,000 through June 2027. The increase of \$15,000,000 is included in the budget.

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer
Vendor:	9 Square in the Air Amira Learning, Inc Amplio Learning Technologies, Inc Argument-Driven Inquiry Bilingual Dictionaries, Inc calculatorti.com Cambridge University Press & Assessment Candor Consulting and Diagnostics, LLC Carnegie Learning Carolina Biological Supply Company*** Create Calm Inc DataWORKS Educational Research Digital Theatre (US) LLC Discovery Education, Inc Dream Big Ventures, LLC

# Fort Bend Independent School District

ECS Learning Systems  
EdTech Games, LLC  
EduSmart  
eReflect Inc  
Flashlight Learning, LLC  
hand2mind  
iMPACTFUL Group Inc  
Khan Academy  
Kiddom  
Klett World Languages  
Learn By Doing, Inc  
Lingco Language Labs, Inc  
MakeMusic Inc  
MIND Education  
Mrs. Nelson's Book Company LLC  
Museum of Science  
Nasco Education LLC  
National Inventors Hall of Fame, Inc  
Navigate360  
NextWaveSTEM  
NovoDia  
Nucleus Courses  
Omega Labs Inc. DBA Boom Learning  
Oriental Trading Company/Mindware  
ORIGO Education  
P2C  
Perfection Learning  
Pocket Nurse Enterprises, LLC  
Read 21  
Rosetta Stone, LLC  
Seesaw Learning  
Social Studies School Service/Nystrom Education  
Steps to Literacy  
Sweet Pipes LLC  
Teachers Discovery Inc  
Technical Laboratory Systems, Inc  
Textbook Warehouse  
The Flippen Group - Capturing Kids' Hearts  
ThinkCERCA  
This is School  
TouchMath Acquisition LLC  
Van Robotics, Inc  
VEX ROBOTICS INC  
Wayside Publishing

# Fort Bend Independent School District

	William H. Sadler Zaner-Bloser, Inc	
Budget Sources:	General Fund Federal Funds Instructional Materials Allotment Campus Activity Funds	
Amount:	Not to exceed \$30,000,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	11349	
Number of vendors downloaded the solicitation:	290	
Number of responses received:	77	
Number of "no bid" responses received:	16	
Length of commitment:	Through June 2027	
Last solicitation date:	December 14, 2023	
Supporting documents:	Evaluation Summary and Criteria	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Adam Stephens  
Chief Academic Officer

Bryan Guinn  
Chief Financial Officer

**RFP 22-060KB-03 Instructional Resources (Supplemental)**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase Price</b> <ul style="list-style-type: none"> <li>• Offer a fair and reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be calculated using the Pricing Bid Table</li> </ul>	25 points
2	<b>Reputation of the Vendor and of the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<b>Quality of the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>• Service capabilities</li> <li>• Demonstrates competence: experience, etc.</li> <li>• Configuration and installation, integration, implementation of digital resources</li> <li>• Relevant experience with school curriculum/content knowledge as it pertains to proposal specifications</li> <li>• Experience and competence in dealing with large school districts</li> <li>• Customer service indicative of sound delivery of services</li> </ul>	25 points
4	<b>Extent to Which the Goods or Services Meet the District's Needs</b> <ul style="list-style-type: none"> <li>• Vendor's goods align to support the district instructional priority in the identified content area.</li> <li>• Alignment to the identified priorities</li> <li>• Alignment to the instructional model</li> <li>• Alignment to the Standards/TEKS</li> <li>• Balance of digital and print materials</li> <li>• Ability to integrate with existing programs/ materials/ databases</li> </ul>	25 points
5	<b>Vendor's Past Relationship with the District</b> For reference, the vendor shall list the following: <ul style="list-style-type: none"> <li>• Past projects or contracts for similar service the vendor has had with the district.</li> <li>• Past projects or contracts for similar service vendor has had with any K-12 districts of similar size or larger.</li> <li>• Past projects or contracts for similar service vendor has had with any business or universities the size of our district.</li> </ul>	10 points
6	<b>Long-Term cost to the District to Acquire the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>• Delivery: shipping and handling, setup fee; or other fees and other added costs</li> </ul>	10 points
7	<b>Vendor's Principal Place of Business is in the State of Texas or Employs 500 People in this State.</b>	0 points
8	<b>Insurance Requirements:</b> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail

9	<b>Service Agreement:</b> <ul style="list-style-type: none"> <li>Extent to which the vendor agrees to our Standard Form of Agreement by signing the Vendor Acknowledgement Form, vendor assent to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
10	<b>The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).</b>	N/A
	<b>TOTAL</b>	<b>100 points</b>

**Evaluation Summary**  
**RFP 22-060KB-03 Instructional Resources**

**Accelerated Instruction**

<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors Past Relationship with the District (10 pts. Max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
EduSmart	15.00	2.20	23.33	24.67	10.00	7.00	82.20	1
NovoDia	23.00	2.50	21.67	20.00	5.00	8.00	80.17	2 297
Seesaw Learning	23.00	2.20	20.00	18.33	7.33	8.00	78.86	3
ThinkCERCA	15.00	2.50	21.67	22.00	8.33	7.00	76.50	4
Argument-Driven Inquiry	15.00	2.20	22.67	21.33	8.00	7.00	76.20	5
William H. Sadlier	23.00	3.00	15.00	13.33	7.67	8.00	70.00	6
Amira Learning, Inc.	15.00	0.05	19.67	17.33	8.33	8.00	68.38	7
Dream Big Ventures, LLC	23.00	0.05	15.00	13.33	4.67	9.00	65.05	8
Learn By Doing, Inc	15.00	2.20	16.67	15.00	7.67	6.00	62.54	9
Nucleus Courses	15.00	2.20	16.67	12.67	8.33	7.00	61.87	10
EDU Specialist, LLC	15.00	2.50	16.00	15.00	5.33	5.60	59.43	11
Read 21	15.00	2.50	13.33	12.67	5.67	6.00	55.17	12
Omega Labs Inc. DBA Boom Learning	15.00	3.00	10.00	6.00	7.33	5.00	46.33	13
EDU Solutions LLC	15.00	3.00	6.00	6.67	6.33	5.00	42.00	14

**Brain-Based Learning Through Movement**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Create Calm Inc	22.00	5.00	17.33	14.33	5.67	6.00	70.33	1
Candor Consulting and Diagnostics, LLC	15.00	2.20	12.67	11.33	6.33	5.60	53.13	2
Dream Big Ventures, LLC	23.00	0.05	7.00	5.00	3.00	9.00	47.05	3 298

**Career and Technical Education (CTE) Programs**

<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
Carolina Biological Supply Company	15.00	0.05	25.00	25.00	10.00	6.00	81.05	1
Pocket Nurse Enterprises, LLC	15.00	0.05	23.50	24.50	10.00	6.00	79.05	2
Technical Laboratory Systems, Inc.	15.00	2.50	21.50	21.00	7.50	7.00	74.50	3
NextWave STEM	23.00	2.20	18.00	18.00	1.50	8.00	70.70	4 299
Nucleus Courses	15.00	2.20	18.00	17.50	7.50	7.00	67.20	5
NovoDia	23.00	2.20	11.50	12.50	3.00	8.00	60.20	6
P2C	15.00	0.05	18.00	17.50	1.50	6.00	58.05	7
eReflect Inc	15.00	0.05	18.00	13.50	3.00	7.00	56.55	8
Dream Big Ventures, LLC	23.00	0.05	4.50	5.00	4.00	9.00	45.55	9
Omega Labs Inc. DBA Boom Learning	15.00	3.00	9.50	7.50	1.00	5.00	41.00	10

**Catalog Pricing**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Oriental Trading Company/Mindware	15.00	2.20	25.00	25.00	10.00	6.00	83.20	1
William H. Sadlier	23.00	3.00	25.00	3.00	5.00	8.00	67.00	2
Textbook Warehouse	15.00	4.00	25.00	5.00	10.00	7.00	66.00	3
Social Studies School Service / Nystrom Education	15.00	2.20	25.00	3.00	10.00	7.00	62.20	4 300
Nasco Education LLC	15.00	2.20	25.00	10.00	3.00	6.00	61.20	5
Teachers Discovery Inc.	15.00	0.05	25.00	10.00	3.00	6.00	59.05	6
Pearson Education	15.00	0.05	25.00	8.00	5.00	6.00	59.05	7
hand2mind	23.00	0.05	20.00	5.00	3.00	8.00	59.05	8
Steps to Literacy	20.00	2.20	20.00	5.00	3.00	8.00	58.20	9
Cengage Learning, Inc	15.00	2.20	25.00	5.00	5.00	6.00	58.20	10
The Writing Academy, LLC	15.00	0.05	25.00	5.00	3.00	6.00	54.05	11
East West Discovery Press	15.00	2.50	25.00	5.00	0.00	6.00	53.50	12
Argument-Driven Inquiry	15.00	2.20	20.00	5.00	3.00	7.00	52.20	13
Dream Big Ventures, LLC	23.00	0.05	0.00	0.00	3.00	9.00	35.05	14

**Dual Language Resources**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Amira Learning, Inc.	20.00	0.05	15.00	16.67	10.00	9.00	70.72	1
Steps to Literacy	23.00	2.20	13.00	11.00	7.67	9.00	65.87	2
iMPACTFUL Group Inc.	23.00	2.50	11.33	8.67	3.00	8.00	56.50	3
EDU Specialist, LLC	15.00	2.50	12.67	13.33	5.33	6.00	54.83	4
Dream Big Ventures, LLC	23.00	0.05	5.67	7.00	3.67	9.00	48.38	5
EDU Solutions LLC	15.00	4.00	6.00	6.00	2.33	6.00	39.33	6
Omega Labs Inc. DBA Boom Learning	15.00	3.00	5.67	5.67	2.33	5.00	36.67	7

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**English Language Arts Resources**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
William H. Sadlier	23.00	3.00	25.00	25.00	8.00	8.00	92.00	1
Steps to Literacy	20.00	2.20	22.50	24.00	10.00	8.00	86.70	2
hand2mind	23.00	0.05	20.00	20.00	5.67	8.00	76.72	3
Van Robotics, Inc	15.00	2.20	20.00	20.00	8.00	7.00	72.20	4 302
Perfection Learning	23.00	2.20	13.67	13.67	8.67	8.00	69.21	5
Amplio Learning Technologies, Inc	18.00	2.50	16.67	16.67	5.67	6.00	65.51	6
ThinkCERCA	15.00	2.50	16.67	15.00	7.00	7.00	63.17	7
Seesaw Learning	23.00	2.20	10.00	10.00	8.00	8.00	61.20	8
Read 21	15.00	2.50	16.67	15.00	5.67	6.00	60.84	9
Amira Learning, Inc	15.00	0.05	15.00	15.00	7.00	8.00	60.05	10
Empowering Writers	18.00	3.00	13.33	12.67	5.67	6.00	58.67	11
NovoDia	23.00	2.20	8.67	8.67	5.67	8.00	56.20	12
Carnegie Learning	15.00	2.20	15.00	11.67	5.67	6.00	55.54	13
Prestwick House Inc	15.00	2.50	12.00	12.00	7.00	6.00	54.50	14
The Writing Academy, LLC	15.00	0.05	11.67	13.33	7.00	6.00	53.05	15
ECS Learning Systems	18.00	2.50	11.67	6.00	7.00	6.00	51.17	16

**English Language Arts Resources (continued)**

<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
Dream Big Ventures, LLC	23.00	0.05	6.67	6.67	3.00	9.00	48.38	17
MathWarm-Ups.com	15.00	2.20	8.00	8.00	8.00	7.00	48.20	18
Khan Academy	18.00	0.05	10.33	10.33	2.67	5.00	46.38	19
Learn By Doing, Inc	15.00	2.20	7.33	7.33	7.00	6.00	44.87	20 303
Teachers Discovery Inc.	15.00	0.05	8.67	8.00	5.67	6.00	43.38	21
EDU Specialist, LLC	15.00	5.00	6.67	5.00	5.67	6.00	43.33	22
EDU Solutions LLC	15.00	4.00	5.00	5.00	4.33	6.00	39.33	23
Mrs. Nelson's Book Company LLC	20.00	2.20	0.67	0.67	5.33	8.00	36.87	24
Omega Labs Inc. DBA Boom Learning	15.00	3.00	1.00	1.00	8.00	5.00	33.00	25
Learning Farm, LLC.	15.00	0.05	0.67	0.67	5.33	6.00	27.72	26

**Fine Arts**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Perfection Learning	23.00	2.20	24.36	24.18	9.55	8.00	91.29	1
Dream Big Ventures, LLC	23.00	0.05	23.45	23.45	8.46	9.00	87.41	2
MakeMusic Inc.	15.00	4.00	25.00	25.00	9.46	7.00	85.46	3
Sweet Pipes LLC	20.00	0.05	23.27	23.55	9.27	7.00	83.14	4 304
Digital Theatre (US) LLC	15.00	2.20	25.00	24.36	9.46	7.00	83.02	5
Mrs. Nelson's Book Company LLC	20.00	2.20	18.36	18.09	6.55	8.00	73.20	6
Omega Labs Inc. DBA Boom Mlearning	15.00	3.00	20.27	20.55	6.73	5.00	70.55	7

**ESL Resources**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Seasaw Learning	23.00	2.20	19.00	19.00	4.00	8.00	75.20	1
Flashlight Learning, LLC	15.00	2.20	21.50	21.50	7.50	6.00	73.70	2
DataWorks Educational Research	15.00	2.50	20.50	20.50	6.50	7.00	72.00	3
This is School	20.00	2.50	16.50	16.50	6.50	8.00	70.00	4 305
Bilingual Dictionaries, Inc.	15.00	2.20	17.50	20.00	5.00	7.00	66.70	5
Amplio Learning Technologies, Inc.	18.00	2.50	16.50	17.50	6.00	6.00	66.50	6
NovaDia	23.00	2.20	14.50	14.50	4.00	8.00	66.20	7
Learn By Doing, Inc.	15.00	2.20	18.00	18.00	4.00	6.00	63.20	8
Dream Big Ventrues, LLC	23.00	0.05	12.50	12.50	5.00	9.00	62.05	9
Amira Learning, Inc.	15.00	0.05	15.50	15.50	4.00	8.00	58.05	10
EDU Solutions LLC	15.00	4.00	14.00	14.00	5.00	6.00	58.00	11
EDU Specialist, LLC	15.00	2.50	14.00	14.00	6.50	6.00	58.00	12
Steps to Literacy	20.00	2.20	10.50	10.50	4.00	8.00	55.20	13
ThinkCERCA	15.00	2.50	11.50	11.50	4.00	7.00	51.50	14
Candor Consulting and Diagnostics, LLC	15.00	2.20	10.00	10.00	6.00	5.60	48.80	15
Omega Labs Inc. DBA Boom Learning	15.00	3.00	5.00	5.00	3.00	5.00	36.00	16

<b>Gifted and Talented</b>								
<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
Argument-Driven Inquiry	15.00	2.20	24.67	25.00	6.67	7.00	80.54	1
Dream Big Ventures, LLC	23.00	0.05	16.67	17.00	6.00	9.00	71.72	2
Learn By Doing, Inc.	15.00	2.20	21.00	19.67	6.00	6.00	69.87	3 306
Omega Labs Inc. BDA boom Learning	15.00	3.00	16.67	16.67	6.00	5.00	62.34	4

<b>Health</b>								
<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
NovaDia	23.00	2.20	17.33	15.67	4.33	8.00	70.53	1
Impactful GROUP Inc	23.00	2.50	15.00	15.00	5.00	8.00	68.50	2
Dream Bid Ventures, LLC	23.00	0.05	7.00	5.00	2.67	9.00	46.72	3
Omega Labs Inc. BDA boom Learning	15.00	3.00	9.33	8.33	1.00	5.00	41.67	4

**Mathematics Resources**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
hand2mind	23.00	0.05	23.33	23.33	10.00	8.00	87.71	1
MIND Education	23.00	3.00	21.67	21.67	10.00	8.00	87.34	2
Argument-Driven Inquiry	15.00	2.20	21.67	23.33	10.00	7.00	79.20	3
Zaner-Bloser, Inc.	15.00	3.00	21.67	21.67	9.33	7.00	77.67	4 307
Perfection Learning	23.00	2.20	18.33	18.33	7.67	8.00	77.53	5
Carnegie Learning	15.00	2.20	22.33	21.67	9.33	6.00	76.53	6
EdTech Games, LLC	15.00	2.20	21.67	21.67	8.33	6.00	74.87	7
ORIGO Education	15.00	0.05	21.67	21.67	8.33	6.00	72.72	8
Khan Academy	18.00	0.05	20.00	21.67	7.33	5.00	72.05	9
calculatorti.com	23.00	2.20	15.00	16.67	6.33	8.00	71.20	10
Van Robotics, Inc	15.00	2.20	20.00	20.00	5.33	7.00	69.53	11
Seesaw Learning	23.00	2.20	13.33	16.67	6.00	8.00	69.20	12
Learn By Doing, Inc	15.00	2.20	20.00	18.33	6.67	6.00	68.20	13
TouchMath Acquisition LLC	15.00	2.50	18.33	20.00	5.00	7.00	67.83	14
Kiddom	15.00	2.20	18.33	18.33	6.00	7.00	66.86	15
ECS Learning Systems	18.00	2.50	16.67	16.67	5.00	6.00	64.84	16

**Mathematics Resources (continued)**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Amira Learning, Inc	15.00	0.05	15.00	16.67	7.33	8.00	62.05	17
Steps to Literacy	20.00	2.20	11.67	11.67	7.33	8.00	60.87	18
Omega Labs Inc. DBA Boom Learning	15.00	3.00	16.67	15.00	6.00	5.00	60.67	19
P2C	15.00	0.05	16.67	16.67	6.00	6.00	60.39	20 308
EDU Specialist, LLC	15.00	2.50	15.00	15.00	5.00	6.00	58.50	21
MathWarm-Ups.com	15.00	2.20	13.33	15.00	5.00	7.00	57.53	22
Dream Big Ventures, LLC	23.00	0.05	10.00	8.33	3.67	9.00	54.05	23
Learning Farm, LLC.	15.00	0.05	15.00	13.33	4.00	6.00	53.38	24
Mrs. Nelson's Book Company LLC	20.00	2.20	8.33	8.33	2.33	8.00	49.20	25

**Physical Education**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
9 Square in the Air	15.00	3.00	24.00	24.00	8.00	8.00	82.00	1
Dream Big Ventures, LLC	23.00	0.05	7.00	5.00	3.00	9.00	47.05	2
Omega Labs Inc. DBA Boom Learning	15.00	3.00	9.33	8.33	1.00	5.00	41.67	3
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**Prekindergarten**

<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
hand2mind	23.00	0.05	24.00	24.50	5.50	8.00	85.05	1
William H. Sadlier	23.00	3.00	19.00	19.50	4.50	8.00	77.00	2
Seesaw Learning	23.00	2.20	19.00	19.00	5.00	8.00	76.20	3
Steps to Literacy	20.00	2.20	19.50	20.00	5.00	8.00	74.70	4
Create Calm Inc	22.00	5.00	19.00	13.50	2.00	6.00	67.50	5
Dream Big Ventures, LLC	23.00	0.05	13.50	13.50	2.00	9.00	61.05	6
Hatch, Inc.	15.00	3.00	14.50	9.50	4.50	7.00	53.50	7
EDU Specialist, LLC	15.00	2.50	16.00	8.50	4.00	6.00	52.00	8
SAY IT NOW SELF-LOVE KIDS LLC	15.00	2.20	10.00	10.00	5.00	7.00	49.20	9
Omega Labs Inc. DBA Boom Learning	15.00	3.00	10.00	10.00	5.00	5.00	48.00	10
BRUINS MONTESSORI INT'L USA INC.	15.00	0.05	15.00	7.50	1.00	6.00	44.55	11
Mrs. Nelson's Book Company LLC	20.00	2.20	4.50	4.00	2.00	8.00	40.70	12

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**Science Resources**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
hand2mind	20.00	0.05	24.67	25.00	10.00	6.00	85.72	1
EduSmart	15.00	2.20	25.00	24.67	10.00	7.00	83.87	2
Discovery Education, Inc.	15.00	2.50	24.67	24.33	10.00	7.00	83.50	3
NextWaveSTEM	23.00	2.20	20.33	20.33	7.33	8.00	81.19	4
Carolina Biological Supply Company	15.00	0.05	25.00	25.00	10.00	6.00	81.05	5
Argument-Driven Inquiry	15.00	2.20	23.67	23.00	10.00	7.00	80.87	6
National Inventors Hall of Fame, Inc.	15.00	2.50	22.67	22.67	7.33	6.00	76.17	7
Khan Academy	18.00	0.05	21.67	21.33	8.00	5.00	74.05	8
Learn By Doing, Inc	15.00	2.20	21.67	21.67	7.33	6.00	73.87	9
This is School	20.00	2.50	15.67	14.67	7.33	8.00	68.17	10
Museum of Science	15.00	2.20	18.00	18.00	7.00	7.00	67.20	11
Omega Labs Inc. DBA Boom Learning	15.00	3.00	15.33	15.33	7.00	10.00	65.66	12
Steps to Literacy	20.00	2.20	12.67	12.67	4.67	8.00	60.21	13
RPA TREKs	15.00	2.20	14.67	14.67	7.00	6.00	59.54	14
Kiddom	15.00	2.20	15.33	11.67	6.33	7.00	57.53	15

Science Resources (continued)

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
MathWarm-Ups.com	15.00	2.20	10.33	10.33	6.33	7.00	51.19	16
EDU Specialist, LLC	15.00	2.50	12.67	9.33	5.33	6.00	50.84	17
Dream Big Ventures, LLC	23.00	0.05	7.33	5.67	5.00	9.00	50.05	18
Mrs. Nelson's Book Company LLC	20.00	2.20	4.00	4.00	3.00	8.00	41.20	19
Learning Farm, LLC.	15.00	0.05	8.33	6.67	3.67	6.00	39.72	20

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Social Studies Resources								
Vendor	Purchase Price (25 pts. max)	Reputation of Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Perfection Learning	23.00	2.20	21.67	21.67	9.33	8.00	85.87	1
Social Studies School Service / Nystrom Education	15.00	2.20	25.00	25.00	10.00	7.00	84.20	2
Discovery Education, Inc.	15.00	2.50	24.00	23.33	9.67	7.00	81.50	3
Khan Academy	18.00	0.05	23.33	23.33	7.67	5.00	77.38	4
NovoDia	23.00	2.20	20.00	16.67	5.67	8.00	75.54	5
Nucleus Courses	15.00	2.20	20.67	20.00	6.67	7.00	71.54	6
iMPACTFUL Group Inc	23.00	2.50	15.00	12.50	5.50	8.00	66.50	7
Learn By Doing, Inc	15.00	2.20	21.00	16.00	6.00	6.00	66.20	8
Steps to Literacy	20.00	2.20	11.33	10.33	4.33	8.00	56.19	9
Dream Big Ventures, LLC	23.00	0.05	8.67	8.67	4.33	9.00	53.72	10
EDU Specialist, LLC	15.00	2.50	13.67	13.67	2.33	6.00	53.17	11
Omega Labs Inc. DBA Boom Learning	15.00	3.00	15.00	10.00	4.33	5.00	52.33	12
Teachers Discovery Inc.	15.00	0.05	13.33	10.00	4.33	6.00	48.71	13
Mrs. Nelson's Book Company LLC	15.00	2.20	6.00	6.00	2.33	7.00	38.53	14

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**Student Leadership & Behavior: Behavioral Health**

<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
The Flippen Group - Capturing Kids' Hearts	15.00	3.00	21.00	21.00	10.00	8.00	78.00	1
Navigate360	15.00	0.05	21.25	21.25	5.75	7.00	70.30	2
Dream Big Ventures, LLC	23.00	0.05	14.50	15.50	7.00	9.00	69.05	3
iMPACTFUL Group Inc	23.00	2.50	15.00	13.75	5.75	8.00	68.00	4
NovoDia	23.00	2.20	13.00	13.00	3.75	8.00	62.95	5
SAY IT NOW SELF-LOVE KIDS LLC	15.00	2.20	15.00	13.75	4.50	7.00	57.45	6
Candor Consulting and Diagnostics, LLC	15.00	2.20	13.75	11.25	6.00	5.60	53.80	7
Omega Labs Inc. DBA Boom Learning	15.00	3.00	11.25	11.25	5.00	5.00	50.50	8

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**Student Leadership & Behavior: Social & Emotinal Learning**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
NovoDia	23.00	2.20	21.50	21.50	4.50	8.00	80.70	1
iMPACTFUL Group Inc	23.00	2.50	20.50	20.50	5.00	8.00	79.50	2
Seesaw Learning	23.00	2.20	19.50	19.50	5.00	8.00	77.20	3
Nucleus Courses	15.00	2.20	21.50	21.50	6.00	7.00	73.20	4
Dream Big Ventures, LLC	23.00	0.05	18.00	17.50	5.00	9.00	72.55	5
hand2mind	23.00	0.05	17.50	17.00	5.50	8.00	71.05	6
Candor Consulting and Diagnostics, LLC	15.00	2.20	17.50	17.50	6.50	5.60	64.30	7
Navigate360	15.00	0.05	19.00	19.50	3.00	7.00	63.55	8
Zaner-Bloser, Inc.	15.00	3.00	17.50	17.50	3.50	7.00	63.50	9
Van Robotics, Inc	15.00	2.20	17.50	17.50	3.50	7.00	62.70	10
EDU Specialist, LLC	15.00	2.50	15.00	15.00	3.50	6.00	57.00	11
Omega Labs Inc. DBA Boom Learning	15.00	3.00	15.00	15.00	3.50	5.00	56.50	12
SAY IT NOW SELF-LOVE KIDS LLC	15.00	2.20	13.00	13.00	2.50	7.00	52.70	13

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**Student Leadership & Behavior: Student Leadership**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
NovoDia	23.00	2.20	20.00	20.00	3.50	8.00	76.70	1
iMPACTFUL Group Inc	23.00	2.50	19.00	19.00	4.50	8.00	76.00	2
Dream Big Ventures, LLC	23.00	0.05	17.50	17.50	5.00	9.00	72.05	3
Navigate360	15.00	0.05	20.50	20.50	3.50	7.00	66.55	4 316
Omega Labs Inc. DBA Boom Learning	15.00	3.00	10.00	10.00	2.00	5.00	45.00	5

**Tech Apps/Coding and Robotics**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Dream Big Ventures, LLC	23.00	0.05	21.67	18.33	4.33	9.00	76.38	1
VEX ROBOTICS INC.	15.00	0.05	21.67	21.67	8.33	6.00	72.72	2
Nucleus Courses	15.00	2.20	20.00	20.00	3.67	7.00	67.87	3
eReflect Inc	15.00	0.05	21.67	18.33	4.33	7.00	66.38	4
NextWaveSTEM	23.00	2.20	15.00	11.67	4.33	8.00	64.20	5
MarcoPolo Learning, Inc.	15.00	2.20	13.33	15.00	5.33	7.00	57.86	6
APlus CompSci, LLC	15.00	2.20	10.00	16.67	4.00	7.00	54.87	7
Omega Labs Inc. DBA Boom Learning	15.00	3.00	11.67	10.00	2.33	5.00	47.00	8

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**Technology Intergation: Presentation Video Editing Software**

Vendor	Purchase Price (25 pts. max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of the Vendors goods or services (25 pts. max)	Extent to which the goods or services meet the districts needs (25 pts. max)	Vendors past relationship with the district or similar size district (10 pts. max)	Long-term cost to the district to acquire the Vendors goods or services (10 pts max)	Total Score (100 pts. max)	Proposers Ranking
Dream Big Ventures, LLC	23.00	0.05	8.33	8.33	2.67	9.00	51.38	1

**World Language Resources**

<b>Vendor</b>	<b>Purchase Price (25pts. max)</b>	<b>Reputation of Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors goods or services (25 pts. max)</b>	<b>Extent to which the goods or services meet the districts needs (25 pts. max)</b>	<b>Vendors past relationship with the district or similar size district (10 pts. max)</b>	<b>Long-term cost to the district to acquire the Vendors goods or services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
This is School	20.00	2.50	21.67	24.33	10.00	8.00	86.50	1
Wayside Publishing	15.00	3.00	24.33	24.33	9.67	7.00	83.33	2
Lingco Language Labs, Inc.	15.00	3.00	24.33	24.67	8.00	7.00	82.00	3
Klett World Languages	15.00	2.20	22.33	24.00	8.00	7.00	78.53	4
Cambridge University Press & Assessment	15.00	0.05	23.00	24.00	7.33	7.00	76.38	5
Teachers Discovery Inc.	15.00	0.05	21.33	21.67	9.33	6.00	73.38	6
Rosetta Stone, LLC.	15.00	0.05	22.67	21.33	7.67	6.00	72.72	7
NovoDia	23.00	2.20	8.33	7.67	6.67	8.00	55.87	8
Learn By Doing, Inc	15.00	2.20	12.33	10.00	7.67	6.00	53.20	9
EDU Specialist, LLC	15.00	2.50	9.33	7.33	6.33	6.00	46.50	10
Omega Labs Inc. DBA Boom Learning	15.00	3.00	8.67	7.67	6.33	5.00	45.67	11
Dream Big Ventures, LLC	23.00	0.05	5.67	2.67	1.67	9.00	42.05	12
Mrs. Nelson's Book Company LLC	15.00	2.20	2.67	2.67	1.67	7.00	31.20	13

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# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 25-037LB Library Books, eBooks, Audio Visual Media, and Related Items</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval for the purchase of library books, eBooks, audio visual media, and related Items from multiple vendors through various cooperative contracts in an amount not to exceed \$12,500,000 and authorization for the Superintendent to negotiate and execute the agreements through September 2030.

<b>Summary/Background</b>
<p>In August 2024, the Board approved 24-035AC Library Media Services and Related Items which expires in September 2025. The library materials and resources support the management, development, and maintenance of the library collections and programs. The contract under 25-037LB Library Media Services (Books and Materials) allows for the procurement of resources and programming materials that align with Texas State Library Standards, Fort Bend ISD library program guidelines, and policy.</p> <p>Fort Bend ISD campus and District staff, under this contract, will utilize approved vendors to purchase products and resources, including, but not limited to the following:</p> <ul style="list-style-type: none"><li>• Library Materials: Print materials such as library books, posters, enrichment material.</li><li>• Digital Materials: Digital access for students and teachers to eBooks and audio books.</li><li>• Processing Materials: Library paperback and library bound books – supports heavy usage, the durability of library books, and streamlining collection development management.</li><li>• Database: Online licenses for reference materials, supplemental instructional materials, and streaming content.</li></ul>

# Fort Bend Independent School District

- Reference Resources: Providing students and educators with authoritative information and support for the implementation of TEKS.
- Professional Resources: For teachers and staff members, facilitating ongoing professional development and instructional best practices.

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

## **Background**

Expenditures in 2023-24 were \$2,100,692. The previous expenditure recommendation for this project was \$18,771,555. Expenditures are not expected to exceed \$12,500,000 through September 2030. Funding is included in the budget.

Requested by:	Dr. Adams Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer
Vendor:	Abdo Publishing *** Barnes & Noble *** Blue Williwow Bookshop *** Bound to Stay Bound Books, Inc. *** Brodart Co. *** Cengage Learning *** Cherry Lake Publishing (Sleeping Bear Press) *** Children's Plus, Inc. *** Coughlan Companies, LLC. *** Delaney Educational Enterprises, Inc. *** Demco Inc.*** Escue & Associates *** Express Booksellers *** Garrett Book Company, LLC. *** Global Vending *** Gumdrop Books *** Hand2mind *** Keystone Books & Media, LLC. *** Lakeshore Learning Materials *** Lerner Publishing Group *** Lightbox Learning, Inc. Literati *** Mackin Educational Resources *** Macmillian Holdings, LLC. *** Magazine Subscription Services *** Maker Maven *** Mitinet Library Services Overdrive, Inc. *** Perfection Learning Corp. ***

# Fort Bend Independent School District

	Perma-Bound Books *** Pioneer Valley Educational Press *** Prestwick House *** QEP Professional Books *** Rosen Publishing Group *** Saddleback Educational, Inc. *** Scholastic, Inc. *** Sebco Books *** Taylor & Francis Group (Prufrock Press) *** The Library Store *** The Penworthy Company *** World Book *** Zaner-Bloser *** Zoobean, Inc. ***
Budget Sources:	General Fund Grant Funds
Amount:	Not to exceed \$12,500,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through September 2030
Last solicitation date:	August 26, 2024
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

Recommended by:

Dr. Marc Smith  
 Superintendent of Schools

Submitted by:

Dr. Adams Stephens  
 Chief Academic Officer

Bryan Guinn  
 Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 25-036CT Library Media Resource Services (RFP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

### Recommendation

Consideration and approval for the purchase of Library Media Resource Services from The Library Corporation (TLC) in an amount not to exceed \$430,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.

### Summary/Background

On January 26, 2025, the District issued RFP 25-036CT to request proposals for Library Media Resource Services to provide software to support inventory, circulation, and community transparency for library books. This contract will replace 17-031MH Integrated Library System (ILS). Four (4) vendors submitted proposals.

The Integrated Library System (ILS) selected through this process supports circulation systems by providing efficient and transparent check-in and check-out processes for students and librarians. The platform also provides opportunities for parents to log into the system and place restrictions on books for their students and integrates a preferences platform that will align with our collection development standards and signal a warning to librarians if a child is attempting to check-out a book that is not aligned with the collection development standards.

The ILS supports effective collection management through report features at the campus and District level to promote data analysis processes to maintain healthy school libraries.

# Fort Bend Independent School District

Throughout the implementation process the Teaching & Learning and Information Technology Departments will work with the vendor on the transfer of current inventory and circulation data while collaborating with the vendor to establish how the platform will be customized to support the standards for Fort Bend ISD. Professional learning plans for stakeholders will be included, and parent guidance tools will be generated to support implementation of the system.

An evaluation team comprised of Fort Bend ISD librarians from elementary, middle, and high school campuses, as well as staff members from the Teaching and Learning, Information Technology (IT) and Business and Finance Departments evaluated the submissions. The four (4) vendors that submitted proposals were invited to provide demonstrations. The District applied the “Best Value” process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of this contract is for five (5) years. The contract term will begin on May 19, 2025, and will run through May 18, 2030.

## **Background**

Expenditures in 2023-24 were \$86,559. The previous expenditure recommendation for this project was \$468,140. Expenditures are not expected to exceed \$430,000 through May 2030. Funding is included in the budget.

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer	
Vendor:	The Library Corporation	
Budget Sources:	General Fund	
Amount:	Not to exceed \$430,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	736	
Number of vendors downloaded the solicitation:	36	
Number of responses received:	4	
Number of “no bid” responses received:	0	
Length of commitment:	Through May 2030	
Last solicitation date:	January 3, 2017	
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

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Adam Stephens  
Chief Academic Officer

Bryan Guinn  
Chief Financial Officer

**RFP 25-036CT Library Media Resource Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered to the District by each proposer.</li> </ul>	30 points
2	<p><b>Reputation of the Vendor and of the Vendor's goods or services</b></p> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<p><b>Quality of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Experience and competence in dealing with large school districts</li> <li>• Customer Service</li> <li>• Service Capabilities</li> <li>• Demonstrated Competence: Experience, etc.</li> <li>• Relevant Experience</li> <li>• Quality Control</li> <li>• Vendor Experience</li> <li>• Key Personnel</li> </ul>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <ul style="list-style-type: none"> <li>• Vendors goods and services align to support the District priority in the identified area.</li> <li>• Understanding of the scope of work to be performed.</li> <li>• Ability to integrate with existing programs/ materials/ databases.</li> <li>• Configuration and installation, integration, implementation.</li> <li>• Ability to service our accounts with proper staff and prior experience with large-scale projects.</li> <li>• Vendor must show proof of project/portfolio along with customer references and contact info.</li> <li>• Vendors must meet these expectations to be considered for recommendation.</li> </ul>	25 points
5	<p><b>Vendor's Past Relationship with the District</b></p> <p>For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> <li>• Past projects or contracts similar service vendor has had with the district.</li> <li>• Past projects or contracts similar service vendor has had with any K-12 Districts similar size or larger</li> <li>• Past projects or contracts similar service vendor has had with any business or universities the size of our district.</li> </ul>	10 points

6	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>Warranty, setup fee; maintenance or other fees and other added costs</li> </ul>	5 points
7	<b>Vendor's Principal place of business is in the state of Texas or employs 500 people in this state.</b>	0 points
8	<b>Insurance Requirements:</b> <ul style="list-style-type: none"> <li>Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail
9	<b>Service Agreement:</b> <ul style="list-style-type: none"> <li>Extent to which the vendor agrees to our Standard Form of Agreement. By signing the Vendor Acknowledgement Form, you assent to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
10	<b>The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses (HUB).</b>	N/A
	<b>TOTAL</b>	100 points

Tabulation Summary  
RFP 25-036CT Library Media Resource Services

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to Which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (10 pts. Max)	Long-Term Cost to the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
The Library Corporation	28.09	4.90	21.78	21.78	8.56	4.68	89.79	1
Insignia Software	30.00	3.46	18.67	19.33	7.00	5.00	83.46	2
Follett Software, LLC	18.92	2.94	24.11	23.67	9.33	3.15	82.13	3
Mackin Educational Resources	24.73	1.96	13.33	12.33	6.33	4.12	62.80	4

In August 2024, the Board approved a 1-year contract to continue use of Destiny as the Integrated Library Software for the 2024-25 SY. During Spring 2025, the Teaching & Learning Department engaged in an RFP process to evaluate vendors and selected The Library Corporation (TLC), launching in the 2025-26 SY, as the library software.

## THE LIBRARY CORPORATION

# Library•Solution<sup>®</sup> for Schools

## INCREASED TRANSPARENCY

Parents can choose to be notified each time their student checks out a book. Additional reports and notifications can be scheduled to email parents/guardians.



## GUARDIAN ENGAGEMENT

Guardian Engagement gives parents and guardians access to their student's school library catalogs and allows them to limit only their children's checkouts through a unique log in.

## COST SAVINGS

Cost per year = \$76,000 compared to \$86,559. A savings of approximately \$10,000.



## CUSTOMIZABLE

TLC works with customers to tailor a highly customized product to meet the specific needs of each district.

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: UT OnRamps Program (COOP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 1	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval for purchase of the UT OnRamps program from the University of Texas at Austin in an amount not to exceed \$550,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2026.

<b>Summary/Background</b>
<p>On June 3, 2024, the Board approved 24-060DE UT OnRamps Program. This contract expires in August 2025. In partnership with the University of Texas at Austin, the UT OnRamps program provides dual enrollment opportunities for students and professional development for teachers. This contract will allow the District to implement OnRamps by offering simultaneous high school and college courses through a dual-enrollment model, and high school teacher training, in the form of professional development. OnRamps offers high school students the opportunity to earn high school credits from Fort Bend ISD and college credits from UT Austin through a dual enrollment model.</p> <p>The purpose of Fort Bend ISD offering the OnRamps program is to provide additional options to better support students' ability to advance in their college and career readiness and more opportunities for earning college credit for their future success. This partnership also creates an affordable and convenient UT experience for Texas students regardless of their location or their college plans. The textbooks are part of the program and do not pose an additional cost to the District, students, or families. It also increases the number and diversity of students who engage in advanced academic offerings in the district and aligns with the Board's Priority for high academic outcomes and the goal of increasing College, Career, and Military Readiness (CCMR) to 90% for the class of 2026.</p>

# Fort Bend Independent School District

Designed by UT faculty, the college-level courses allow students to earn both high school and college credit if they successfully meet the college course requirements. Local high school teachers, who are trained by UT faculty, teach the courses in alignment with UT faculties' course design. Three kinds of teacher training opportunities are provided as part of the program: Virtual asynchronous pre-professional learning, one-day virtual workshops each fall and spring, and one-week summer virtual institutes. Additionally, OnRamps teachers are mentored virtually throughout the year by UT faculty.

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

Fort Bend ISD and UT Austin will share the responsibility of implementing the OnRamps program. Staff will return to the Board to request authorization for the UT OnRamps Program on an annual basis.

**Background**

Expenditures will not exceed \$550,000 through August 2026. Expenditures year to date are \$287,719. Funding is included in the budget.

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer	
Vendor:	The University of Texas at Austin***	
Budget Sources:	General Fund Student Activity Funds Title I, II & IV	
Amount:	Not to exceed \$550,000	
<b>Other Supporting Information</b>		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of "no bid" responses received:	N/A	
Length of commitment:	Through August 2026	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Adam Stephens  
Chief Academic Officer

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: Fine Arts Consultants and Clinicians (Increase)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval to increase the existing contract awarded under 23-004KB Fine Arts Consultants and Clinicians by \$1,000,000 for a total not to exceed amount of \$3,500,000, to continue purchasing Fine Arts Consultant and Clinician services through January 2028.

<b>Summary/Background</b>
<p>The Fine Arts Department is requesting an increase to the Fine Arts Consultants and Clinicians awarded contract to ensure that services by these vendors will remain uninterrupted through the remainder of the contract. Consultants and clinicians provide specialized services that support the District's fine arts programs, such as piano accompaniment, marching band drill writing, music arranging and program coordination, dance choreography, technical theatre designs, lighting plots, sound design, costume design and creation, job-embedded professional learning, directors for summer band, choir, orchestra, dance, and theatre camps, and artists for visual art camps.</p> <p>The Board of Trustees approved the original contract in January 2023, not to exceed \$2,500,000. The District has spent approximately \$1,500,000 to date on consultant services. Since the contract extends until January 2028, the District is approaching the halfway point; however, the Fine Arts Department has spent about 60 percent of the authorized funds. The District requests an additional authorization of \$1,000,000 to ensure the ability to secure vendor services remains uninterrupted until the end of the contract.</p> <p>Two factors account for spending funds more quickly than initially anticipated: an increase in the cost of materials related to marching band, such as drill writing, music arranging, program coordination, and sound design; and the availability of Title IV enrichment funds for student leadership camps and job-embedded professional learning.</p>

# Fort Bend Independent School District

**Background**

Expenditures in 2023-24 were \$715,735 and expenditures year to date are \$430,901. The contract balance remaining under the current Board authorization is \$1,043,675. Expenditures are not expected to exceed \$3,500,000 through January 2028. The increase of \$1,000,000 is included in the budget.

Requested by:	Dr. Andria Schur, Chief of Schools Bryan Guinn, Chief Financial Officer	
Vendor:	Multiple Vendors***	
Budget Sources:	General Fund Activity Fund Grant Funds	
Amount:	Not to Exceed \$3,500,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of "no bid" responses received:	N/A	
Length of commitment:	Through January 2028	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Andria Schur  
Chief of Schools

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>	
<b>Agenda Item Title: Review: Physical Education (PE) and Athletic Supplies, Equipment, and Related Items (Increase)</b>			
<b>Board Policy:</b> CH, CV, or DBD (Local)		<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Teaching & Learning			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval to increase the existing contract awarded under 23- 061AL Physical Education (PE) and Athletic Supplies, Equipment, and Related Items by \$2,585,499 for a total not to exceed amount of \$4,320,899 to continue purchasing Physical Education (PE) and Athletic Supplies, Equipment, and related items through October 2028.

<b>Summary/Background</b>
<p>The Athletics Department is requesting an increase to continue the purchase of PE and Athletic Supplies, Equipment, and related items for the District. The approval of this increase will allow for the procurement of (PE) and Athletic Supplies, Equipment, and related items to support the District's Athletic Department.</p> <p>The Athletics Department recognizes the importance of providing students with a well-rounded education, which includes a strong emphasis on physical fitness and athletic development. To ensure the success and growth of these programs, it is crucial to have access to high-quality supplies and equipment that meet the needs of both students and educators. By procuring high-quality supplies and equipment, the District aims to foster the physical well-being and athletic development of its students, thereby contributing to their overall academic success and personal growth.</p> <p>On April 14, 2023, the Board approved the initial expenditures not to exceed \$1,735,400 through 2028. The Athletics Department is requesting a contract increase in the amount of \$2,585,499 to meet the needs of the District through October 2028.</p>

# Fort Bend Independent School District

Expenditures in 2023-24 were \$813,464. The contract balance remaining under the current Board authorization is \$9,829. The original expenditure approval was \$1,735,400. Expenditures are not expected to exceed \$4,320,899 through October 2028. The increase of \$2,585,499 is included in the budget.

Requested by:	Dr. Andria Schur, Chief of Schools Bryan Guinn, Chief Financial Officer
Vendor:	Action Wear Plus Advanced Health styles Fitness Equipment, Inc. ALERT SERVICES, INC* BSN Sports* Cardinals Sport Center dba Game One* Clarke Distributing Company* Colorado Time Systems Concourse Team Express, LLC Conner Athletic Products Inc. dba: Power Lift DanzGear* Diadem Sports LLC Dugout Sports Gandy Ink* Knockout Sportswear Leonetti Graphics Inc.* LISCO SPORTS* Medco Sports Medicine MFAC, LLC* Nasco Education LLC* Oates Specialties, LLC Pasadena Sporting Goods* Playlearn USA Inc. Riddell* S&S Worldwide* School Health Corporation* School Specialty LLC* Ship Black LLC Agile Sports Technologies, DBA Hudl *** It's Greek to Me, Inc. dba Champion Teamwear*** Unlimited Sports Solutions Brammer's Athletic WearHouse*** Schutt Sports LLC*** Kiefer Aquatics SNA2 LLC TrackBarn LLC Custom Sportswear, Inc.
Budget Sources:	General Fund

# Fort Bend Independent School District

	Activity Fund Federal Funds Grant Funds
Amount:	Not to exceed total \$4,320,899
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of "no bid" responses received:	N/A
Length of commitment:	Through October 2028
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Andria Schur  
Chief Of Schools

Bryan Guinn  
Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Review: 25-055KB Athletic Training, Medical Support, and Related Services (RFQ)</b>		
<b>Board Policy: CH, CV, or DBD (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval to partner with Houston Methodist Hospital for Athletic Training, Medical Support, and Related Services in an amount not to exceed \$2,890,000 and authorization for the Superintendent to negotiate and execute the agreement through June 2030.

<b>Summary/Background</b>
<p>On June 15, 2020, the Board approved RFQ 20-080JB Athletic Training, Medical Support, and Related Services, which will expire in June 2025. On April 17, 2025, the District issued RFQ 25-055KB soliciting qualifications for Athletic Training, Medical Support, and Related Services. Two (2) vendors submitted a proposal.</p> <p>Houston Methodist Hospital has provided assistant athletic trainers for the District since 2014 for every high school in Fort Bend ISD. In the state of Texas, athletic trainers are required to license under a practicing physician. Houston Methodist Hospital will provide athletic trainers and physicians with the credentials necessary to service the Fort Bend ISD athletic programs.</p> <p>Key aspects of the partnership include:</p> <ul style="list-style-type: none"><li>• Houston Methodist Hospital will provide full-time trainers at each high school plus three residents. Full-time trainers are able to provide 40 hours of coverage during the week, while residents are only able to provide 20 hours of coverage. All residents begin their morning at Methodist in a class and lab setting as part of their residency program.</li></ul>

# Fort Bend Independent School District

As a result, they are only able to provide 20 hours of coverage for FBISD. The District will continue to add trainers to fill vacancies as new campuses open in the future.

- Educational and scholarship opportunities for FBISD athletic trainer students
- Providing ambulance coverage for all varsity football games at all FBISD stadiums and other special events as needed
- Reduced fees for athlete’s physicals
- No cost physicals to athletes on the free and reduced meal plan
- Providing a lightning detection/notification system via an online membership

Houston Methodist Hospital will be the exclusive provider of physician services at all Fort Bend ISD sponsored athletic events and will have the ability to provide approved signage at all Fort Bend ISD athletic venues.

An evaluation team comprised of Fort Bend ISD staff members from the Athletics and Business and Finance Departments evaluated the submissions. After completion of the procurement process, the evaluation team recommended Houston Methodist Hospital as the best value vendor to provide athletic training and medical support services to the District. The District applied the “Best Value” process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition district policies.

The term of the contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on June 23, 2025, and will run through June 22, 2028. With two (2) option years, the contract can be extended until June 2030.

## **Background**

Expenditures for FY 2023-24 were \$490,000. Expenditures are not expected to exceed \$2,890,000 through June 2030.

Requested by:	Dr. Andria Schur, Chief of Schools Bryan Guinn, Chief Financial Officer
Vendor:	Houston Methodist Hospital***
Budget Sources:	General Fund
Amount:	Not to exceed \$2,890,000 through June 2030
<b>Other Supporting Information</b>	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	458
Number of vendors downloaded the solicitation:	27
Number of responses received:	2
Number of “no bid” responses received:	4
Length of commitment:	Through June 2030
Last solicitation date:	June 15, 2020
Supporting documents:	Evaluation Summary and Criteria

# Fort Bend Independent School District

Disclosure under Board Policy CH, CV, or DBD (Local):	None
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*\*\*\* Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Andria Schur  
Chief of Schools

Bryan Guinn  
Chief Financial Officer

**RFQ 25-055KB Athletic Training, Medical Support, and Related Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Firm’s Approach</b></p> <ul style="list-style-type: none"> <li>Firm’s approach, supporting documentation, evidence of competence to undertake such effort.</li> </ul>	20
2	<p><b>Methodology</b></p> <ul style="list-style-type: none"> <li>Firm’s experience providing athletic training and medical support for a Texas public school district. Explanation of project methodology, unique challenges, and any other relevant information.</li> </ul>	30
3	<p><b>Qualification</b></p> <ul style="list-style-type: none"> <li>Qualifications, certifications, the experience of key personnel.</li> <li>Qualifications, certifications, experience of team proposed for these services.</li> </ul>	25
4	<p><b>Past Experience</b></p> <ul style="list-style-type: none"> <li>Firm’s Past experience with FBISD and/or other Districts.</li> <li>K-12 Experience, Higher Education, Governmental Experience or organizations.</li> </ul>	15
5	<p><b>References</b></p> <ul style="list-style-type: none"> <li>Five (5) References from prior clients for which your organization has provided comparable services.</li> </ul> <p>List of References should come from past project examples listed within this RFQ.</p>	10
	<b>TOTAL</b>	<b>100 points</b>

Tabulation Summary  
 RFQ 25-055KB Athletic Training, Medical Support, and Related Services

Vendor	Firm's Approach (20 pts. Max)	Methodology (30 pts. Max)	Qualification (25 pts. Max)	Past Experience (15 pts. Max)	References (10pts. Max)	Qualifications Total Score (100 pts. Max)	Proposer's Ranking
Houston Methodist Hospital	19.50	29.25	24.50	15.00	10.00	98.25	1

\*Sign Solutions, Inc. was deemed Non-Responsive

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Action Amendment Regarding Use of 2014 Bond Program Contingency Funds</b>		
<b>Board Policy: CV (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		

<b>Recommendation</b>
Consideration and approval to amend the 2014 Bond Program Contingency Funds as proposed.

<b>Summary/Background</b>
<p>The District had to replace chillers at both Brazos Bend Elementary (\$206,771) and Heritage Rose Elementary (\$241,500) due to failure, and a boiler at Dulles High School (\$98,500). In addition, Goodman Elementary experienced a flood in July 2024 due to pipes bursting and incurred \$1,066,050 in damages. All repairs were required to be completed in August to ensure there was no interruption for the start of school in August, which resulted in purchase orders being issued from the General Fund</p> <p>Goodman damage is eligible for insurance reimbursement, minus the deductible of \$250,000, and the District has received \$72,515 of insurance proceeds to date. Additional proceeds are expected (\$533,316), and all insurance proceeds will be credited to bond contingency.</p> <p>The chiller and boiler replacement, along with the un-reimbursed portion of the Goodman Elementary repairs are all capital in nature and will be capitalized, making the purchases eligible as a Bond expenditure. To preserve the fund balance of the General Fund, Administration recommends moving the purchase orders/expenditures to the 2014 Bond and using bond contingency.</p> <p>In addition, the District recommends establishing a budget for review of the facility condition assessment index and estimates the cost at \$400,000. Administration would bring forward a recommendation for a vendor once the District has completed the evaluation process.</p>

# Fort Bend Independent School District

Program Contingency is comprised of the initial contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below includes projects that will be recommended for approval at the May 19, 2025 Board meeting and reflects the projected Program Contingency balance as of March 31, 2025.

Description	Budget (Shortage)/Surplus
2014 Cumulative Program Contingency as of April 25, 2025,	\$ 10,643,588
Uses	
Brazos Bend Elementary Chiller	(\$206,771)
Heritage Rose Elementary Chiller	(\$241,500)
Dulles High School boiler replacement	(\$98,500)
Goodman Elementary improvements (a)	(\$993,534)
Facility Condition Index Audit	(\$400,000)
Use Sub-Total	(\$ 1,940,305)
Cumulative Budget Program Contingency as of March 31, 2025	\$ 8,703,283

If the Board approves this agenda item, insurance proceeds for the Goodman Elementary flood that have been received (\$72,515) and are anticipated to be received (\$533,316), will be deposited into bond contingency and partially offset the use of contingency. A future bond update to the Board will reflect these deposits.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:  
Kathleen Brown  
Deputy Superintendent of Operations

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Action: Use of 2014 Bond Program Contingency Funds - Facility Condition Index Audit</b>		
<b>Board Policy: CV (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item. <input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		

<b>Recommendation</b>
Consideration and approval for the use of 2014 Bond Program Contingency Funds for the Facility Condition Index Audit (FCI).

<b>Summary/Background</b>	
<p>The District is in the process of a long-range boundary planning process to improve campus utilization district-wide. As part of the process, some aging campuses may be recommended for closure. To assist with this planning work, administration recommends establishing a budget to conduct a facility condition index assessment at an estimated cost of \$400,000. Administration would bring forward a recommendation for a vendor once the District has completed the evaluation process.</p> <p>Program Contingency is comprised of the initial contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below includes projects that will be recommended for approval at the May 19, 2025 Board meeting and reflects the projected Program Contingency balance as of March 31, 2025.</p>	
	<b>Budget</b>
<b>Description</b>	<b>(Shortage)/Surplus</b>
2014 Cumulative Program Contingency as of April 25, 2025	\$ 10,643,588
Uses	
Facility Condition Index Audit	(\$400,000)
Major Maintenance (separate item)	(\$ 1,540,305)
Use Sub-Total	(\$ 1,940,305)

# Fort Bend Independent School District

Cumulative Budget Program Contingency as of March 31, 2025
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\$ 8,703,283
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Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Agenda Review Workshop</b>		<b>Meeting Date: June 9, 2025</b>
<b>Agenda Item Title: Action: Use of 2014 Bond Program Contingency Funds - Major Maintenance</b>		
<b>Board Policy: CV (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		

<b>Recommendation</b>
Consideration and approval for the use of 2014 Bond Program Contingency Funds for Major Maintenance.

<b>Summary/Background</b>
<p>The District had to replace chillers at both Brazos Bend Elementary (\$206,771) and Heritage Rose Elementary (\$241,500) due to failure, and a boiler at Dulles High School (\$98,500). In addition, Goodman Elementary experienced a flood in July 2024 due to pipes bursting and incurred \$1,066,050 in damages. All repairs were required to be completed in August to ensure there was no interruption for the start of school in August, which resulted in purchase orders being issued from the General Fund</p> <p>Goodman damage is eligible for insurance reimbursement, minus the deductible of \$250,000, and the District has received \$72,515 of insurance proceeds to date. Additional proceeds are expected (\$533,316), and all insurance proceeds will be credited to bond contingency.</p> <p>The chiller and boiler replacement, along with the un-reimbursed portion of the Goodman Elementary repairs are all capital in nature and will be capitalized, making the purchases eligible as a Bond expenditure. To preserve the fund balance of the General Fund, Administration recommends moving the purchase orders/expenditures to the 2014 Bond and using bond contingency.</p> <p>Program Contingency is comprised of the initial contingency budget and any surplus budget from completed projects or amounts unspent due to a change of scope. The table below</p>

# Fort Bend Independent School District

includes projects that will be recommended for approval at the May 19, 2025 Board meeting and reflects the projected Program Contingency balance as of March 31, 2025.

Description	Budget (Shortage)/Surplus
2014 Cumulative Program Contingency as of April 25, 2025	\$ 10,643,588
Uses	
Brazos Bend Elementary Chiller	(\$206,771)
Heritage Rose Elementary Chiller	(\$241,500)
Dulles High School boiler replacement	(\$98,500)
Goodman Elementary improvements (a)	(\$993,534)
Use Sub-Total	(\$ 1,540,305)
Cumulative Budget Program Contingency as of March 31, 2025	\$ 9,103,283

If the Board approves this agenda item, insurance proceeds for the Goodman Elementary flood that have been received (\$72,515) and are anticipated to be received (\$533,316), will be deposited into bond contingency and partially offset the use of contingency. A future bond update to the Board will reflect these deposits.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations

Bryan Guinn  
Chief Financial Officer