

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

Monday, August 18, 2025

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, August 18, 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. National Anthem
3. Moment of Silence
4. Recognitions 5
5. Superintendent Update
6. Board Activity Report
7. Public Comment
8. Information
 - A. 2025 Accountability Update 6

9. Consent Agenda

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

A. Board of Trustees Meeting Minutes: Consideration and approval of the minutes of 7 Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:

- July 21, 2025 Special Called Meeting
- July 21, 2025 Called Meeting and Agenda Review
- July 28, 2025 Regular Business Meeting

B. Agreement for Purchase of Attendance Credit (Option 3 Agreement) for 2025-26: Consideration and approval of the Agreement for the Purchase of Attendance Credit - Option 3 from the Texas Education Agency (TEA) and to delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the Superintendent.	23
C. Original Equipment Manufacturer (OEM) Kitchen Equipment Parts, Preventative Maintenance, Repairs, and Related Items (Supplemental): Consideration and approval for the purchase of OEM kitchen equipment parts, preventative maintenance, repairs, and related Items and authorization for the Superintendent to negotiate and execute the agreements through February 2030.	27
D. Storm Sewer; Sanitary Sewer; Force Main; and Water Line Easements with Sienna MUD No. 7 for property on Sienna Lakes Drive: Consideration and approval of Storm Sewer; Sanitary Sewer; Force Main; and Water Line Easement Agreements with Sienna Municipal Utility District No. 7 at property owned by FBISD on Sienna Lakes Drive, and authorization for the FBISD Board President and/or designee to negotiate and execute this easement.	32
E. CHS-THS GAPP International Travel: Consideration and approval of international travel during the summer of 2026 by Clements High School and Travis High School students. Students can participate in the 2026 German - American Partnership Program (GAPP) in Germany.	80
F. Deletion of Policy DI (Local): Consideration and approval of proposed deletion of local policy (DI Local).	82
G. Revision of Policy FD (Local) and FM (Local) : Consideration and approval of proposed revision of local policy (FD Local) and (FM Local).	84
H. Revision of Policy FMF (Local): Consideration and approval of proposed revision of local policy (FMF Local).	91
I. Revision of Policy FNCE (Local): Consideration and approval of proposed revision of local policy FNCE (Local).	94
J. Consideration and approval of proposed expenses that exceed \$50,000: Specifically for:	
1. Construction Services for Hightower High School Renovations (BP032): Consideration and approval of a Construction Services Agreement with Bartlett Cocke General Contractors for Hightower High School Renovations Project (BP032) for a not-to-exceed amount of \$11,750,000 and authorization for the Superintendent to negotiate	97

and execute or terminate the agreement.

2. District Support Consulting Services **102**

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

3. 25-043MG Industry-Based Certification and Licenses for Career and Technical Education (CTE) **105**

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

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

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

11. Reconvene in Open Session

12. Consider Action on Closed Session Items

13. Action

A. Voting Alternate to TASB Delegate Assembly: Consideration and approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly. **111**

14. Future Meeting Discussion **112**

15. Adjournment

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

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

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

Goal 2: Fort Bend ISD will provide a positive culture and climate that provides a safe and supportive environment for learning and working.

Goal 3: Fort Bend ISD will recruit, develop, and retain high quality teachers and staff.

Goal 4: Fort Bend ISD will engage students, parents, staff, and the community through ongoing communication, opportunities for collaboration and innovation, and partnerships that support the learning community.

Goal 5: Fort Bend ISD will utilize financial, material, and human capital resources to maximize district outcomes and student achievement.

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Recognition		
Board Policy:	District Priority: Priority 2	
Department: Chief Communication Officer		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
The Administration recommends that the Board recognize: <ul style="list-style-type: none">• National Anthem performance from the music teacher at Malala Elementary• Sartartia Middle School robotics team wins at SeaPerch International Challenge• Sullivan Elementary School Math League team wins at the U.S. Elementary National Championship

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Chassidy Olainu-Alade
Chief Communications Officer

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Information: 2025 Accountability Update		
Board Policy: AIA (Legal)	District Priority: Priority 1	
Department: Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? Choose Item		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation

Summary/Background
Staff will provide the Board with an overview of the 2025 Accountability Results. The presentation will highlight key performance outcomes from the 2025 school year, areas of growth, and progress toward state targets. The presentation will also include implications for district planning and priorities for the 2026 school year and beyond

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Adam Stephens
Chief Academic Officer

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Consideration and approval of Board of Trustees Meeting Minutes		
Board Policy: BE (Local)	District Priority: Priority 2	
Department: Legal		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates: <ul style="list-style-type: none">• July 21, 2025 Special Called Meeting• July 21, 2025 Called Meeting and Agenda Review• July 28, 2025 Regular Business Meeting

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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Derrick Ward
General Counsel

Minutes
Fort Bend ISD Board of Trustees
Special Called Meeting
July 21, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, July 21, 2025 beginning at 5:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/350297>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=695392>

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

Board Members Present

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

School Officials Present

Dr. Marc Smith, Superintendent of Schools

Kim Schaub, Recording Secretary

Others Present

Jonathan Brush, Board Counsel
FBISD Staff and Employees

1. Meeting Called to Order

President Tassin called the meeting to order at 5:00 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 Pledge of Allegiance, led by President Tassin followed by a moment of silence.

2. Public Comment

There were no public speakers for this meeting.

3. Closed Session

The Board convened in closed session at 5:01 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.

- Deliberate and, as needed, interview candidates for appointment to vacant trustee position.

4. Reconvene in Open Session

The Trustees reconvened in open session at 6:15 p.m.

5. Adjournment

Having no further business before the Board, **MOTION** was made by Mr. Schoof to adjourn the meeting at 6:16 p.m.

Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Fort Bend ISD Board of Trustees
Called Meeting and Agenda Review
July 21, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, July 21, 2025 beginning at 6:16 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/350338>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=695393>

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

Board Members Present

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

School Officials Present

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

Kim Schaub, Recording Secretary

Others Present

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

1. Meeting Called to Order

President Tassin called the meeting to order at 6:16 p.m. announcing the presence of a quorum

and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Pledge of Allegiance

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

3. Information

- A. Bond 2023 Overview
- B. School Health Advisory Council Update

4. Public Comment

There were no public speakers for this meeting.

5. Closed Session

The Board convened in closed session at 6:51 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.

- Deliberate and, as needed, interview candidates for appointment to vacant trustee position.

6. Reconvene in Open Session

The Trustees reconvened in open session at 8:40 p.m.

7. Consider Action on Closed Session Items

- No Action taken on Closed Session items.

8. 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:
 - May 5, 2025 Called Meeting and Agenda Review
 - May 12, 2025 Special Called Meeting – Canvassing the Election
 - May 19, 2025 Special Called Meeting – Budget Workshop
 - May 19, 2025 Regular Business Meeting

- June 9, 2025 Agenda Review Meeting
- June 23, 2025 Public Hearing Budget & Tax Rate
- June 23, 2025 Regular Business Meeting

- B. Fort Bend County 4H Adjunct Faculty Agreement: Consideration and approval of the Resolution for Extracurricular Status of the 4-H Organization and approval for the agents listed on the Adjunct Faculty Agreement to be awarded adjunct faculty staff member status effective from September 1, 2025, through August 2026.
- C. Innovative Course Application Approval: Consideration and approval to submit an application to TEA for consideration of the innovative course Multivariable Calculus to be offered in the 2026-27 school year.
- D. Renewal Agreement with Houston Community College: Renewal of our partnership with Houston Community College to offer dual credit, college prep, and early college programs.
- E. Residential and Nonpublic Day School Services: That the board approve the recommendation to authorize the superintendent or designee to execute agreements with approved residential and nonpublic day schools.

Residential Treatment Service Providers: Autism Treatment Center, Bayes, Achievement Center, Behavior Network, Shiloh Treatment Center, Inc., & Texas Hill Country School.

Day Treatment Service Providers: Avondale House, Harris County Department of Education, Monarch School and Institute, Providence Treatment Center Behavior Network, & River Oaks Academy Shiloh Treatment Center, Inc.

- F. Interlocal Agreement Expose Excellence Youth Program: Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2025-2026 school year regarding the Expose Excellence Youth Program.
- G. School Boundary Advisory Committee Membership: Consideration and approval to fill vacancies on the School Boundary Advisory Committee (SBAC) as set forth in Policy FC(Local).
- H. Review of proposed expenses that exceed \$50,000: Specifically for:
1. Frozen and Chilled Beverages (COOP): Consideration and approval for the purchase of Frozen and Chilled Beverages from Freezing Point, LLC under a cooperative contract with Choice Partners in an amount not to exceed \$2,000,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreement through July 2030.
 2. Supplemental Benefits for Non-Emergent Surgeries: Consideration and approval for the offering of supplemental benefits for non-emergent surgeries from Lantern in an amount not to exceed \$7,138,803 over a three-year period and authorization for the

Superintendent to negotiate and execute the agreement through December 2028.

3. Copier Lease, Maintenance, and Related Items (Renewal): Consideration and approval for the lease of copier equipment from ImageNet Consulting, LLC, in an amount not to exceed \$5,870,000 over a four-year period and authorization for the Superintendent to negotiate and execute the agreement through July 2029.
4. Web Content Filter (RFP): Consideration and approval for the purchase of a Web Content Filter and associated modules from GoGuardian, in an amount not to exceed \$1,600,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through July 2030.
5. Additional Funding for Madden ES Foundation Repairs & Upgrades (BP023): Consideration and approval for additional funding for Madden ES Foundation Repairs & Upgrades (BP023) for a total revised project budget of \$21,180,116, and authorization for the Superintendent to negotiate and execute or terminate the agreements.
6. Special Education Transportation Center for Excellence (BP056): Consideration and approval of a project budget within a new bid package to design and construct a small office building and provide new heavy-duty pavement for special education buses at the new Special Education Transportation Center for Excellence (BP056) for a total amount of \$8,238,324; utilization of Bond 2023 Contingency funds; and authorization for the Superintendent to negotiate and execute or terminate the agreements.
7. School and Office Furniture, Related Items, and Services (RFP): Consideration and approval for the purchase of school and office furniture, related items, and services from multiple vendors in an amount not to exceed \$55,750,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.
8. Photography and Yearbook Services: Consideration and approval for the purchase of photography and yearbook services from multiple vendors in an amount not to exceed \$1,350,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

9. Action

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

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approve the Memorandum of Understanding (MOU) for the Juvenile Justice Alternative Education Program (JJAEP) services among Fort Bend County Juvenile Probation Board, Fort Bend ISD (FBISD), Stafford MSD (SMSD), and Alief ISD (AISD) as presented.

MOTION CARRIES: 6-0

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

All those opposed: 0

10. Adjournment

Having no further business before the Board, **MOTION** was made by Dr. Gilliam to adjourn the meeting at 9:04p.m.

Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes
Fort Bend ISD Board of Trustees
Regular Business Meeting
July 28, 2025

A Board of Trustees Regular Business Meeting was held on Monday, July 28, 2025 beginning at 6:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at: <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/351097>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=697174>

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

Board Members Present

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

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, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Dr. Adam Stephens, Chief Academic Officer
Dr. Andria Schur, Chief of Schools
Long Pham, Chief Information Officer

Kim Schaub, Recording Secretary

Others Present

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

1.Meeting Called to Order

President Tassin called the meeting to order at 6:00 p.m. announcing the presence of a quorum, that the meeting had been duly called and the notice posted for the time and matter required by law.

2. National Anthem

President Tassin asked everyone to stand for the National Anthem, performed by Beth El Gomez, music teacher at Carolyn & Vernon Madden Elementary.

3. Moment of Silence

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

4. Recognitions

- National Anthem performance by music teacher, Beth El Gomez, from Carolyn and Vernon Madden Elementary.
- Kempner High School Theatre troupe wins third place at the UIL State One-Act Play Contest.
- Fort Bend ISD Communications Department wins National School Public Relations Association Golden Achievement Award.

5. Superintendent Update

6. Board Activity Report

7. President's Update

Statement from President Tassin:

On behalf of the Board, I want to thank our exceptional community members who felt called to submit applications for the vacant trustee position. Your interest in, and dedication to, the District and the children it serves is so very valuable to our community. We received many qualified applicants. But, perhaps because we each bring different perspectives representing different segments of our community, we, as a Board, were unable to reach consensus on one candidate. So, for now, we plan to leave the vacant position unfilled until the next election when our voters will decide who should represent our community in this position. Until then, we will continue to work together to help Dr. Smith and his team continue to make the District the best school district in Texas.

8. Public Comment

- Deric Dawson spoke on clarification on the job description and pay raises of Instructional Coaches compared to classroom teachers.

- Stephanie Brown wanted to say thank you for the application process and also thank you to Trustee Charania for attending the event at Marshall High School.

9. Information

- A. Student Achievement Update
- B. Safety and Security Audit

10. Consent Agenda

The Board requested that items 10.H.5 be removed from the consent agenda.

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approve Consent Agenda Items as presented except item 10.H.5.

Before the vote, Trustee Schoof requested that item 10.F also be removed from the consent agenda.

Mrs. Hanan withdrew the original motion.

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approve Consent Agenda Items as presented expect item 10.F and 10.H.5.

MOTION CARRIES: 6-0

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

All those opposed: 0

- A. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
 - May 5, 2025 Called Meeting and Agenda Review
 - May 12, 2025 Special Called Meeting – Canvassing the Election
 - May 19, 2025 Special Called Meeting – Budget Workshop
 - May 19, 2025 Regular Business Meeting
 - June 9, 2025 Agenda Review Meeting
 - June 23, 2025 Public Hearing Budget & Tax Rate
 - June 23, 2025 Regular Business Meeting
- B. **Fort Bend County 4H Adjunct Faculty Agreement:** Consideration and approval of the Resolution for Extracurricular Status of the 4-H Organization and approval for the agents listed on the Adjunct Faculty Agreement to be awarded adjunct faculty staff member status effective from September 1, 2025, through August 2026.
- C. **Innovative Course Application Approval:** Consideration and approval to submit an application to TEA for consideration of the innovative course Multivariable Calculus to be offered in the 2026-27 school year.
- D. **Renewal Agreement with Houston Community College:** Renewal of our partnership with Houston Community College to offer dual credit, college prep, and early college

programs.

- E. **Residential and Nonpublic Day School Services:** That the board approve the recommendation to authorize the superintendent or designee to execute agreements with approved residential and nonpublic day schools.

Residential Treatment Service Providers: Autism Treatment Center, Bayes, Achievement Center, Behavior Network, Shiloh Treatment Center, Inc., & Texas Hill Country School.

Day Treatment Service Providers: Avondale House, Harris County Department of Education, Monarch School and Institute, Providence Treatment Center Behavior Network, & River Oaks Academy Shiloh Treatment Center, Inc.

- F. **Interlocal Agreement Expose Excellence Youth Program:** Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2025-2026 school year regarding the Expose Excellence Youth Program.
- G. **School Boundary Advisory Committee Membership:** Consideration and approval to fill vacancies on the School Boundary Advisory Committee (SBAC) as set forth in Policy FC(Local).
- H. Consideration and approval of proposed expenses that exceed \$50,000: Specifically for:
1. **Frozen and Chilled Beverages (COOP):** Consideration and approval for the purchase of Frozen and Chilled Beverages from Freezing Point, LLC under a cooperative contract with Choice Partners in an amount not to exceed \$2,000,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreement through July 2030.
 2. **Supplemental Benefits for Non-Emergent Surgeries:** Consideration and approval for the offering of supplemental benefits for non-emergent surgeries from Lantern in an amount not to exceed \$7,138,803 over a three-year period and authorization for the Superintendent to negotiate and execute the agreement through December 2028.
 3. **Copier Lease, Maintenance, and Related Items (Renewal):** Consideration and approval for the lease of copier equipment from ImageNet Consulting, LLC, in an amount not to exceed \$5,870,000 over a four-year period and authorization for the Superintendent to negotiate and execute the agreement through July 2029.
 4. **Web Content Filter (RFP):** Consideration and approval for the purchase of a Web Content Filter and associated modules from GoGuardian, in an amount not to exceed \$1,600,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through July 2030.
 5. **Additional Funding for Madden ES Foundation Repairs & Upgrades (BP023):** Consideration and approval for additional funding for Madden ES

Foundation Repairs & Upgrades (BP023) for a total revised project budget of \$21,180,116, and authorization for the Superintendent to negotiate and execute or terminate the agreements.

6. **Special Education Transportation Center for Excellence (BP056):** Consideration and approval of a project budget within a new bid package to design and construct a small office building and provide new heavy-duty pavement for special education buses at the new Special Education Transportation Center for Excellence (BP056) for a total amount of \$8,238,324; utilization of Bond 2023 Contingency funds; and authorization for the Superintendent to negotiate and execute or terminate the agreements.
7. **School and Office Furniture, Related Items, and Services (RFP):** Consideration and approval for the purchase of school and office furniture, related items, and services from multiple vendors in an amount not to exceed \$55,750,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.
8. **Photography and Yearbook Services:** Consideration and approval for the purchase of photography and yearbook services from multiple vendors in an amount not to exceed \$1,350,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

Action on Items Removed from the Consent Agenda

- **10.F Interlocal Agreement Expose Excellence Youth Program:** Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2025-2026 school year regarding the Expose Excellence Youth Program.

MOTION made by Mrs. Hanan and SECONDED by Mrs. Charania that the Board of Trustees approve agenda item 10.F as presented.

MOTION CARRIES: 6-0

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

- **10.H.5 Additional Funding for Madden ES Foundation Repairs & Upgrades (BP023):** Consideration and approval for additional funding for Madden ES Foundation Repairs & Upgrades (BP023) for a total revised project budget of \$21,180,116, and authorization for the Superintendent to negotiate and execute or terminate the agreements.
- **MOTION made by Mrs. Hanan and SECONDED by Mrs. Charania** that the Board of Trustees approve agenda item 10.H.5 as presented.

MOTION CARRIES: 5-1

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

11. Convene in Closed Session

The Board convened in closed session at 7:18 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

- A. Deliberate assigning DGBA employee grievance of Cameron Palmer to a Board hearing officer, or to schedule a future Board meeting to hear and consider the grievance.
- B. Deliberate rescission of prior action proposing nonrenewal of Mr. Tommie Mack's term contract at the end of the 2024-2025 term and related issues.
- C. Deliberate rescission of prior action proposing nonrenewal of Mr. Darrell Nickson's term contract at the end of the 2024-2025 term and related issues.

12. Reconvene in Open Session

The Board reconvened in open session at 8:09 p.m.

13. Consider Action on Closed Session Items

No action taken on agenda item 11.A. This item was resolved before the Board meeting this evening.

- **MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof** to rescind prior action proposing nonrenewal of Mr. Tommie Mack's term contract at the end of the 2024-2025 term and related issues.

MOTION CARRIES: 6-0

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

All those opposed: 0

- **MOTION made by Mr. Schoof and SECONDED by Mrs. Hanan** to rescind prior action proposing nonrenewal of Mr. Darrell Nickson's term contract at the end of the 2024-2025 term and related issues.

MOTION CARRIES: 6-0

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

All those opposed: 0

14. Action

- A. **Lawn Maintenance, Landscaping Services and Related Items (RFP):** Consideration and approval for the purchase of lawn maintenance, landscaping services and related items from multiple vendors in an amount not to exceed \$18,500,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approve the purchase of lawn maintenance, landscaping services and related items from multiple vendors in an amount not to exceed \$18,500,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

MOTION CARRIES: 6-0

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

B. Districtwide Security Guard Services (RFP): Consideration and approval for the purchase of District-wide security guard services from multiple vendors in an amount not to exceed \$13,750,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approve the purchase of District-wide security guard services from multiple vendors in an amount not to exceed \$13,750,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2030.

MOTION CARRIES: 6-0

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

C. Local On-System Improvement Agreement with TxDOT - Henry ES: Consideration and approval of Local On-System Improvement Agreement (LOSA) with TxDOT for design and construction of a temporary traffic signal for the intersection of FM 521 at the Henry ES Driveway and authorization for the FBISD Board President and/or designee to negotiate and execute this agreement, as well as the future permanent traffic signal agreement to be provided once the FM 521 road expansion is completed.

MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof that the Board of Trustees approval of the Local On-System Improvement Agreement (LOSA) with TxDOT for design and construction of a temporary traffic signal for the intersection of FM 521 at the Henry ES Driveway and authorization for the FBISD Board President and/or designee to negotiate and execute this agreement, as well as the future permanent traffic signal agreement to be provided once the FM 521 road expansion is completed.

MOTION CARRIES: 6-0

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

16. Future Meeting Discussion

17. Adjournment

Having no further business before the Board, **MOTION** was made by Mrs. Hanan to adjourn the meeting at 8:28 p.m.

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Consideration and approval of Agreement for Purchase of Attendance Credit (Option 3 Agreement) for 2025-26		
Board Policy: CE (Legal)	District Priority: Priority 3	
Department: Chief Financial Officer		
Are there related documents to be signed by the Board? YES		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval of the Agreement for the Purchase of Attendance Credit - Option 3 from the Texas Education Agency (TEA) and to delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the Superintendent.

Summary/Background
<p>Each year in July, the Texas Education Agency (TEA) provides official notification to districts with yield per penny per student in weighted average daily attendance (WADA) exceeding the Tier 2 – Level 2 (Copper pennies) guaranteed yield of \$49.72 established by the Texas Education Code (TEC), §48.257. The estimates are based on student enrollment projections for the school year 2025-26 and estimated property values for tax year 2025. Because TEA does not yet have final state certified property values for tax year 2025, the agency is using preliminary estimated values in line with statewide growth rates included in the 2025-26 General Appropriations Act.</p> <p>The District received official Chapter 49 Notification for 2025-26 from the TEA. Districts whose local revenue is in excess of entitlement are required to reduce their revenue level for the 2025-26 school year using one or more of the following statutory options available:</p> <ol style="list-style-type: none">1. Consolidate with another district (Option 1),2. Detach property (Option 2),3. Purchase attendance credits from the state (Option 3),4. Contract to educate nonresident students (Option 4), and/or5. Consolidate tax bases with another district (Option 5).

Fort Bend Independent School District

To avoid permanently losing access to a portion of the tax base, which results under options 1, 2 and 5, FBISD has historically selected options 3. The Administration is recommending the selection of option 3 for 2025-26, which enables the district to reduce its revenue in excess of entitlement by purchasing attendance credits from the state.

The local revenue in excess of entitlement, also known as recapture, is factored into the 2025-26 approved budget and totals \$7.1 million. This recapture amount includes \$1.6 million in recurring costs, due to the passage of the VATRE in 2023, and \$5.5 million in one-time cost that is a result of the inclusion of seven disaster pennies in the total Maintenance and Operations (M&O) tax rate.

Fort Bend ISD must inform the TEA of its intentions by September 1, 2025, so the Commissioner of Education can certify that the District has selected an option to adjust revenues in excess of entitlement before the 2025-26 tax rate can be adopted. Additionally, TEA requires that districts selecting the offset provision also submit a signed "Option 3" agreement, as attached. To facilitate the required Commissioner's certification, Board action is required to select the recommended option.

This action will also delegate authority to the superintendent to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) for the 2025-26 school year solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

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

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

The school year to which this agreement applies is 2025-26 (the "school year").

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

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

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

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

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

Date:

Signature of Kristin Tassin, President, Board of Trustees

Date:

Signature of Shirley Rose-Gilliam, Secretary, Board of Trustees

Signature of Marc Smith, Superintendent

Marc Smith

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025	
Agenda Item Title: Consideration and approval of Original Equipment Manufacturer (OEM) Kitchen Equipment Parts, Preventative Maintenance, Repairs, and Related Items (Supplemental)			
Board Policy: CH, CV, or DBD (Local)		District Priority: Priority 3	
Department: Chief Financial Officer			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

Recommendation
Consideration and approval for the purchase of OEM kitchen equipment parts, preventative maintenance, repairs, and related Items and authorization for the Superintendent to negotiate and execute the agreements through February 2030.

Summary/Background
<p>On February 24, 2025, the Board approved RFP 24-048MG (OEM) Original Equipment Manufacturer Kitchen Parts, Preventative Maintenance, Repairs, and Related Items, in an amount not to exceed \$5,000,000 through February 2030. This RFP provides support to the Child Nutrition, Facilities, and Career and Technical Education (CTE) Departments. OEM refers to a company that produces parts or subsystems that are used in another company's end product. This is the specification that is required as opposed to aftermarket parts to ensure quality and compatibility.</p> <p>On May 08, 2025, Fort Bend ISD issued a supplemental RFP 24-048MG-01. The purpose of this proposed action was to add additional vendors to the list of previously approved vendors. The originally approved length of commitment and authorized expenditure amount does not change. Seven (7) vendors responded to the solicitation.</p> <p>The purpose of this proposed action is to add additional qualified vendors to 24-048MG Original Equipment Manufacturer (OEM) Kitchen Parts, Preventative Maintenance, Repairs, and Related Items. The contract allows for the purchase of equipment, parts, and installation services. Additional vendors are needed because the District did not initially receive proposals</p>

Fort Bend Independent School District

from vendors that could provide all three categories. To fully meet the District’s needs, proposals covering all categories are required.

An evaluation team comprised of Fort Bend ISD staff members from the Child Nutrition and Business and Finance Departments reviewed the vendors’ submissions. 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 \$1,531,162. Expenditures are not expected to exceed \$5,000,000 through February 2030. Funding is included in the budget.

Requested by:	Bryan Guinn, Chief Financial Officer Matthew Antignolo, Executive Director Child Nutrition
Vendor:	Blast Masters, Inc.*** Coker Service Houston, Inc.*** Crockett Services*** Johnson Controls Inc. Gaskets First ProKitchen Installations LLC Smart Care Equipment Solutions
Budget Sources:	General Fund Child Nutrition Fund
Amount:	Not to exceed \$5,000,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	4001
Number of vendors downloaded the solicitation:	45
Number of responses received:	7
Number of “no bid” responses received:	1
Length of commitment:	Through February 2030
Last solicitation date:	September 8, 2024
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

Matthew Antignolo
Executive Director Child Nutrition

Evaluation Criteria
OEM Kitchen Equipment Parts, Preventative Maintenance, Repairs, and Related Items

	Evaluation Criteria	Point System
1	Purchase Price <ul style="list-style-type: none"> • Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD. • Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer. 	25 points
2	Reputation of the Vendor and of the Vendor's Goods or Services <ul style="list-style-type: none"> • Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services. • Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.) 	10 points
3	Quality of the Vendor's Goods or Services <ul style="list-style-type: none"> • Vendor must be an authorized dealer of OEM Kitchen Parts. • Offer a majority of our listed manufacturers within Section I. 	25 points
4	Extent to Which the Goods or Services Meet the District's Needs <ul style="list-style-type: none"> • Offer locations with hours of operation from Monday – Friday with the exception of posted holidays. • Offer an expedited delivery time. • Meet expectations within Sections I – III. 	25 points
5	Vendor's Past Relationship with the District For reference, the vendor shall list the following: <ul style="list-style-type: none"> • Past projects or contracts for similar services the vendor has had with the district. • Past projects or contracts for similar services the vendor has had with any K–12 districts of similar size or larger. • Past projects or contracts for similar services the vendor has had with any businesses or universities the size of our district. 	5 points
6	Long-Term Cost to the District to Acquire the Vendor's Goods or Services <ul style="list-style-type: none"> • Warranty on parts and equipment. • Return and exchange policies. 	10 points
7	Vendor's principal place of business is in the state of Texas or employs 500 people in this state.	0 points
8	Insurance Requirements <ul style="list-style-type: none"> • Certificate of Insurance as requested in the solicitation. 	N/A
9	Service Agreement <ul style="list-style-type: none"> • Extent to which the vendor agrees to our Standard Form of Agreement. By Vendor Information Sheet, you assent to the Terms and Conditions of Fort Bend ISD. 	Pass/Fail
10	The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	TOTAL	100 points

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Consideration and approval of Storm Sewer; Sanitary Sewer; Force Main; and Water Line Easements with Sienna MUD No. 7 for property on Sienna Lakes Drive.		
Board Policy: CV (Local) GRB (Legal)		District Priority: Priority 3
Department: Deputy Superintendent Operations		
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 checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of Storm Sewer; Sanitary Sewer; Force Main; and Water Line Easement Agreements with Sienna Municipal Utility District No. 7 at property owned by FBISD on Sienna Lakes Drive, and authorization for the FBISD Board President and/or designee to negotiate and execute this easement.

Summary/Background
Sienna Municipal Utility District No. 7 desires to obtain storm sewer, sanitary sewer, force main, and water line easements at property owned by FBISD on Sienna Lakes Drive.
These agreements would allow Sienna Municipal Utility District No.7 to install needed utility infrastructure as Johnson Development continues neighborhood development in the surrounding area.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

-
STORM SEWER EASEMENT
(0.010 Acre)

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

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 7**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of storm sewer lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.010 acre, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

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

including, without limitation, the Permitted Improvements (as defined herein, removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that unreasonably interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

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

The Easement granted herein is non-exclusive, and Grantor, including its successors and assigns, shall have the right, from time to time, to grant additional easements across, along, under, over, upon and through the Easement Tract for any lawful purpose, so long as the purpose of any such additional easement (or the actions of the holder thereof) do not unreasonably interfere with Grantee's use of the Easement as provided hereunder or materially conflict with the provisions hereof.

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

Notwithstanding anything to the contrary set forth herein, Grantor may, without Grantee's prior written consent (except as otherwise provided below), lay, construct, install, maintain, repair, replace, remove and operate the following improvements within the Easement Tract following Grantee's initial construction of the Facilities (collectively, the "Permitted Improvements"): (a) pavement for driveways and/or sidewalks, together with associated curbing, upon the surface of the Easement Tract, so long as (i) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, (ii) the grade of such concrete pavement shall be maintained by Grantor at or above existing ground elevations so as not to reduce the cover depth of the Facilities, and (iii) Grantor places expansion joints within any such pavement located over the Facilities and along both sides of the Easement Tract; (b) landscaping (excluding trees and any other deep-rooted landscaping) within the Easement Tract and underground irrigation lines installed at a depth so as not to unreasonably interfere with the Facilities; and (c) electrical, gas, sewer, water, and other utilities in, on, over, under, across and through the Easement Tract, so long as (i) Grantor submits detailed plans for any such utilities to Grantee for review and written approval of same by Grantee's engineer (which approval shall not be unreasonably withheld), (ii) said utilities cross the Easement Tract and the Facilities at no less than a forty-five degree (45°) angle, and (iii) any such underground utility lines are installed at a depth so as not to unreasonably interfere with the Facilities and are otherwise in compliance with all rules, regulations and requirements promulgated by any applicable governmental authority, including, without limitation, any minimum vertical and horizontal clearance requirements related thereto. Grantor shall be responsible for maintaining the Permitted Improvements, at its sole cost and expense, and shall keep the same in good condition and repair. The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. In the event that any portion of the Permitted Improvements are removed or otherwise damaged as a result of any work performed by or on behalf of Grantee within the Easement Tract, Grantee shall have no obligation to repair, replace or restore the same, nor shall Grantee incur any liability with respect to the costs associated with such repair, replacement or restoration.

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

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

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

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

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

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

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

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

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

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

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2025.

GRANTOR:

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

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

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

GRANTEE:

**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 7**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____, and _____, of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 7, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A - Description and Sketch of the Easement Tract

After recording, please return to:

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

Exhibit A - Description and Sketch of the Easement Tract

County: Fort Bend
Project: FBISD Tract
Job No. 234908
MBS No. 25-329

FIELD NOTES FOR 0.010 ACRE (Storm Sewer Easement)

Being a tract containing 0.010 acre of land, located in the David Fitzgerald Survey, Abstract Number 25, in Fort Bend County, Texas; said 0.010 acre tract being a portion of a call 15.999 acre tract recorded in the name of Fort Bend Independent School District in File Number 2022139875 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.010 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the southwesterly corner of said 15.999 acre tract, from which a 5/8-inch iron rod found at the northwesterly corner of said 15.999 acre tract bears North 03 degrees 18 minutes 48 seconds West, a distance of 737.42 feet;

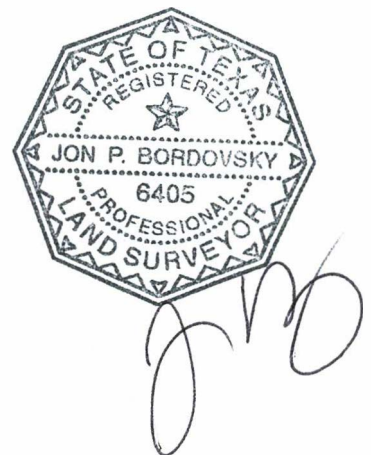
Thence, with the southerly line of said 15.999 acre tract, 133.42 feet along the arc of a curve to the right, said curve having a radius of 2035.00 feet, a central angle of 03 degrees 45 minutes 23 seconds and a chord that bears South 88 degrees 53 minutes 57 seconds East, a distance of 133.39 feet to the **Point of Beginning** of the herein described tract;

Thence, leaving said line, through and across said 15.999 acre tract, the following three (3) courses:

- 1) North 03 degrees 11 minutes 25 seconds East, a distance of 27.81 feet;
- 2) South 86 degrees 48 minutes 35 seconds East, a distance of 15.00 feet;
- 3) South 03 degrees 11 minutes 25 seconds West, a distance of 27.81 feet to the aforesaid southerly line of 15.999 acre tract;

Thence, with said southerly line, 15.00 feet along the arc of a curve to the left, said curve having a radius of 2035.00 feet, a central angle of 00 degrees 25 minutes 20 seconds and a chord that bears North 86 degrees 48 minutes 35 seconds West, a distance of 15.00 feet to the **Point of Beginning** and containing 0.010 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 30, 2025





CALL 16,696 ACRES
"FIRST" TRACT
HL&P EASEMENT
FILE No. J967201020
O.R.F.B.C.

FOUND 5/8" IRON ROD

S83°52'47"W 893.21

FOUND 5/8" IRON ROD

DAVID FITZGERALD LEAGUE, A-25

CALL 15,999 ACRES
FORT BEND INDEPENDENT
SCHOOL DISTRICT
FILE No. 2022139875
O.R.F.B.C.

N03°18'48"W 737.42

0.010
ACRE

P.O.C.
FOUND 5/8" IRON ROD

P.O.B.

L=133.42
R=2035.00
D=03°45'23"
CB=S88°53'57"E
CD=133.39

CALL 2808.323 ACRES
STYLED TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No. 2013153798 O.R.F.B.C.



GBI PARTNERS

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

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

EXHIBIT OF
0.010 ACRE

BEING A PORTION OF A CALL 15,999 ACRE TRACT
RECORDED IN THE NAME OF FORT BEND
INDEPENDENT SCHOOL DISTRICT IN FILE No.
2022139875 OF THE O.R.F.B.C.

LOCATED IN THE
DAVID FITZGERALD SURVEY, A-25
FORT BEND COUNTY, TEXAS
MAY 2025

JOB NO: 234908
SCALE: 1" = 200'
DATE: 05/30/2025
MBS No.: 25-329

43

-
SANITARY SEWER EASEMENT
(0.461 Acre)

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

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 7**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.461 acre, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

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

including, without limitation, the Permitted Improvements (as defined herein, removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that unreasonably interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

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

The Easement granted herein is non-exclusive, and Grantor, including its successors and assigns, shall have the right, from time to time, to grant additional easements across, along, under, over, upon and through the Easement Tract for any lawful purpose, so long as the purpose of any such additional easement (or the actions of the holder thereof) do not unreasonably interfere with Grantee's use of the Easement as provided hereunder or materially conflict with the provisions hereof.

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

Notwithstanding anything to the contrary set forth herein, Grantor may, without Grantee's prior written consent (except as otherwise provided below), lay, construct, install, maintain, repair, replace, remove and operate the following improvements within the Easement Tract following Grantee's initial construction of the Facilities (collectively, the "Permitted Improvements"): (a) pavement for driveways and/or sidewalks, together with associated curbing, upon the surface of the Easement Tract, so long as (i) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, (ii) the grade of such concrete pavement shall be maintained by Grantor at or above existing ground elevations so as not to reduce the cover depth of the Facilities, and (iii) Grantor places expansion joints within any such pavement located over the Facilities and along both sides of the Easement Tract; (b) landscaping (excluding trees and any other deep-rooted landscaping) within the Easement Tract and underground irrigation lines installed at a depth so as not to unreasonably interfere with the Facilities; and (c) electrical, gas, sewer, water, and other utilities in, on, over, under, across and through the Easement Tract, so long as (i) Grantor submits detailed plans for any such utilities to Grantee for review and written approval of same by Grantee's engineer (which approval shall not be unreasonably withheld), (ii) said utilities cross the Easement Tract and the Facilities at no less than a forty-five degree (45°) angle, and (iii) any such underground utility lines are installed at a depth so as not to unreasonably interfere with the Facilities and are otherwise in compliance with all rules, regulations and requirements promulgated by any applicable governmental authority, including, without limitation, any minimum vertical and horizontal clearance requirements related thereto. Grantor shall be responsible for maintaining the Permitted Improvements, at its sole cost and expense, and shall keep the same in good condition and repair. The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. In the event that any portion of the Permitted Improvements are removed or otherwise damaged as a result of any work performed by or on behalf of Grantee within the Easement Tract, Grantee shall have no obligation to repair, replace or restore the same, nor shall Grantee incur any liability with respect to the costs associated with such repair, replacement or restoration.

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

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

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

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

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

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

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

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

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

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

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2025.

GRANTOR:

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

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

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

GRANTEE:

**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 7**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____, and _____, of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 7, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A - Description and Sketch of the Easement Tract

After recording, please return to:

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

County: Fort Bend
Project: FBISD Tract
Job No. 234908
MBS No. 25-327

FIELD NOTES FOR 0.461 ACRE (Sanitary Sewer Easement)

Being a tract containing 0.461 acre of land, located in the David Fitzgerald Survey, Abstract Number 25, in Fort Bend County, Texas; said 0.461 acre tract being a portion of a call 15.999 acre tract recorded in the name of Fort Bend Independent School District in File Number 2022139875 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.461 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Beginning at a 5/8-inch iron rod found at the southwesterly corner of said 15.999 acre tract, from which a 5/8-inch iron rod found at the northwesterly corner of said 15.999 acre tract bears North 03 degrees 18 minutes 48 seconds West, a distance of 737.42 feet;

Thence, with the westerly line of said 15.999 acre tract, North 03 degrees 18 minutes 48 seconds West, a distance of 10.01 feet to a line 10-feet northerly of and parallel to the southerly line of said 15.999 acre tract;

Thence, with said parallel line, 38.04 feet along the arc of a curve to the right, said curve having a radius of 2045.00 feet, a central angle of 01 degree 03 minutes 56 seconds and a chord that bears North 89 degrees 44 minutes 35 seconds East, a distance of 38.03 feet;

Thence, leaving said parallel line, North 00 degrees 16 minutes 33 seconds East, a distance of 5.00 feet to a line 15-feet northerly of and parallel to the aforesaid southerly line of 15.999 acre tract;

Thence, with said parallel line, 162.48 feet along the arc of a curve to the right, said curve having a radius of 2050.00 feet, a central angle of 04 degrees 32 minutes 28 seconds and a chord that bears South 87 degrees 27 minutes 12 seconds East, a distance of 162.44 feet;

Thence, leaving said parallel line, through and across aforesaid 15.999 acre tract, the following three (3) courses:

- 1) North 04 degrees 15 minutes 05 seconds East, a distance of 15.09 feet;
- 2) South 85 degrees 44 minutes 55 second East, a distance of 10.00 feet;
- 3) South 04 degrees 15 minutes 05 seconds West, a distance of 15.22 feet to a line 15-feet northerly of and parallel to the aforesaid southerly line of 15.999 acre tract;

Thence, with said parallel line, the following three (3) courses:

- 1) 67.90 feet along the arc of a curve to the right, said curve having a radius of 2050.00 feet, a central angle of 01 degree 53 minutes 52 seconds and a chord that bears South 83 degrees 57 minutes 16 seconds East, a distance of 67.90 feet;
- 2) South 83 degrees 00 minutes 20 seconds East, a distance of 371.80 feet;
- 3) 80.20 feet along the arc of a curve to the left, said curve having a radius of 85.00 feet, a central angle of 54 degrees 03 minutes 47 seconds and a chord that bears North 69 degrees 57 minutes 47 seconds East, a distance of 77.26 feet;

Thence, leaving said parallel line, South 47 degrees 04 minutes 07 seconds East, a distance of 5.00 feet to a line 10-feet northwesterly of and parallel to the southeasterly and easterly line of aforesaid 15.999 acre tract;

Thence, with said parallel line, the following three (3) courses:

- 1) 50.57 feet along the arc of a curve to the right, said curve having a radius of 140.00 feet, a central angle of 20 degrees 41 minutes 48 seconds and a chord that bears North 53 degrees 16 minutes 47 seconds East, a distance of 50.30 feet;
- 2) 89.29 feet along the arc of a curve to the left, said curve having a radius of 90.00 feet, a central angle of 56 degrees 50 minutes 35 seconds and a chord that bears North 35 degrees 12 minutes 23 seconds East, a distance of 85.67 feet;
- 3) 383.14 feet along the arc of a curve to the left, said curve having a radius of 4310.00 feet, a central angle of 05 degrees 05 minutes 36 seconds and a chord that bears North 04 degrees 14 minutes 18 seconds East, a distance of 383.02 feet;

Thence, leaving said parallel line, through and across aforesaid 15.999 acre tract, the following three (3) courses:

- 1) North 89 degrees 49 minutes 34 seconds West, a distance of 9.61 feet;
- 2) North 00 degrees 10 minutes 26 seconds East., a distance of 10.00 feet;
- 3) South 89 degrees 49 minutes 34 seconds East, a distance of 9.86 feet to a line 10-feet westerly of and parallel to the aforesaid easterly line of 15.999 acre tract;

Thence, with said parallel line, 360.73 feet along the arc of a curve to the left, said curve having a radius of 4310.00 feet, a central angle of 04 degrees 47 minutes 44 seconds and a chord that bears North 00 degrees 50 minutes 21 seconds West, a distance of 360.62 feet to the northerly line of aforesaid 15.999 acre tract;

Thence, with said northerly line, North 83 degrees 52 minutes 47 seconds East, a distance of 10.01 feet to a 5/8-inch iron rod found at the northeasterly corner of said 15.999 acre tract;

Thence, with the easterly and southerly line of said 15.999 acre tract, the following six (6) courses:

- 1) 756.13 feet along the arc of a curve to the right, said curve having a radius of 4320.00 feet, a central angle of 10 degrees 01 minute 43 seconds and a chord that bears South 01 degree 46 minutes 15 seconds West, a distance of 755.16 feet;
- 2) 99.21 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 56 degrees 50 minutes 35 seconds and a chord that bears South 35 degrees 12 minutes 23 seconds West, a distance of 95.19 feet;
- 3) 46.96 feet along the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of 20 degrees 41 minutes 48 seconds and a chord that bears South 53 degrees 16 minutes 47 seconds West, a distance of 46.70 feet;
- 4) 94.36 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 54 degrees 03 minutes 47 seconds and a chord that bears South 69 degrees 57 minutes 47 seconds West, a distance of 90.90 feet;
- 5) North 83 degrees 00 minutes 20 seconds West, a distance of 371.80 feet;
- 6) 276.04 feet along the arc of a curve to the left, said curve having a radius of 2035.00 feet, a central angle of 07 degrees 46 minutes 19 seconds and a chord that bears North 86 degrees 53 minutes 29 seconds West, a distance of 275.83 feet to the **Point of Beginning** and containing 0.461 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 30, 2025



CALL 16,696 ACRES
"FIRST" TRACT
HL&P EASEMENT
FILE No.1967201020
O.R.F.B.C.

FOUND 5/8"
IRON ROD

FOUND 5/8" IRON ROD

S83°52'47"W 893.21

DAVID FITZGERALD LEAGUE, A-25

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FORT BEND INDEPENDENT
SCHOOL DISTRICT
FILE No.2022139875
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0.461 ACRE

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STYLED TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No.2013153798 O.R.F.B.C.



SCALE: 1" = 200'



GBI PARTNERS

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PASADENA, TX 77505
PHONE: 281-499-4539

TBPELS FIRM #10130300
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JOB NO: 234908
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55

EXHIBIT OF
0.461 ACRE
BEING A PORTION OF A CALL 15,999 ACRE TRACT
RECORDED IN THE NAME OF FORT BEND
INDEPENDENT SCHOOL DISTRICT IN FILE No.
2022139875 OF THE O.R.F.B.C.
LOCATED IN THE
DAVID FITZGERALD SURVEY, A-25
FORT BEND COUNTY, TEXAS
MAY 2025

-
FORCE MAIN EASEMENT
(0.009 Acre)

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§ KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 7**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of force main lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.009 acre, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

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

including, without limitation, the Permitted Improvements (as defined herein, removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that unreasonably interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

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

The Easement granted herein is non-exclusive, and Grantor, including its successors and assigns, shall have the right, from time to time, to grant additional easements across, along, under, over, upon and through the Easement Tract for any lawful purpose, so long as the purpose of any such additional easement (or the actions of the holder thereof) do not unreasonably interfere with Grantee's use of the Easement as provided hereunder or materially conflict with the provisions hereof.

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

Notwithstanding anything to the contrary set forth herein, Grantor may, without Grantee's prior written consent (except as otherwise provided below), lay, construct, install, maintain, repair, replace, remove and operate the following improvements within the Easement Tract following Grantee's initial construction of the Facilities (collectively, the "Permitted Improvements"): (a) pavement for driveways and/or sidewalks, together with associated curbing, upon the surface of the Easement Tract, so long as (i) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, (ii) the grade of such concrete pavement shall be maintained by Grantor at or above existing ground elevations so as not to reduce the cover depth of the Facilities, and (iii) Grantor places expansion joints within any such pavement located over the Facilities and along both sides of the Easement Tract; (b) landscaping (excluding trees and any other deep-rooted landscaping) within the Easement Tract and underground irrigation lines installed at a depth so as not to unreasonably interfere with the Facilities; and (c) electrical, gas, sewer, water, and other utilities in, on, over, under, across and through the Easement Tract, so long as (i) Grantor submits detailed plans for any such utilities to Grantee for review and written approval of same by Grantee's engineer (which approval shall not be unreasonably withheld), (ii) said utilities cross the Easement Tract and the Facilities at no less than a forty-five degree (45°) angle, and (iii) any such underground utility lines are installed at a depth so as not to unreasonably interfere with the Facilities and are otherwise in compliance with all rules, regulations and requirements promulgated by any applicable governmental authority, including, without limitation, any minimum vertical and horizontal clearance requirements related thereto. Grantor shall be responsible for maintaining the Permitted Improvements, at its sole cost and expense, and shall keep the same in good condition and repair. The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. In the event that any portion of the Permitted Improvements are removed or otherwise damaged as a result of any work performed by or on behalf of Grantee within the Easement Tract, Grantee shall have no obligation to repair, replace or restore the same, nor shall Grantee incur any liability with respect to the costs associated with such repair, replacement or restoration.

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

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

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

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

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

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

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

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

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2025.

GRANTOR:

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

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

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

GRANTEE:

**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 7**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____, and _____, of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 7, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A - Description and Sketch of the Easement Tract

After recording, please return to:

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

Exhibit A - Description and Sketch of the Easement Tract

County: Fort Bend
Project: FBISD Tract
Job No. 234908
MBS No. 25-328

FIELD NOTES FOR 0.009 ACRE (Force Main Easement)

Being a tract containing 0.009 acre of land, located in the David Fitzgerald Survey, Abstract Number 25, in Fort Bend County, Texas; said 0.009 acre tract being a portion of a call 15.999 acre tract recorded in the name of Fort Bend Independent School District in File Number 2022139875 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.009 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the southwesterly corner of said 15.999 acre tract, from which a 5/8-inch iron rod found at the northwesterly corner of said 15.999 acre tract bears North 03 degrees 18 minutes 48 seconds West, a distance of 737.42 feet;

Thence, with the westerly line of said 15.999 acre tract, North 03 degrees 18 minutes 48 seconds West, a distance of 10.01 feet to the **Point of Beginning** of the herein described tract;

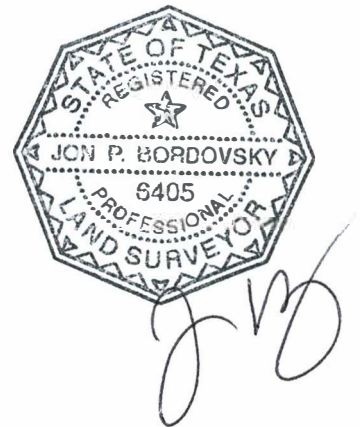
Thence, continuing with said westerly line, North 03 degrees 18 minutes 48 seconds West, a distance of 10.01 feet to a line 20-foot northerly of and parallel to the southerly line of aforesaid 15.999 acre tract;

Thence, with said parallel line, 38.66 feet along the arc of a curve to the right, said curve having a radius of 2055.00 feet, a central angle of 01 degree 04 minutes 41 seconds and a chord that bears North 89 degrees 44 minutes 13 seconds East, a distance of 38.66 feet;

Thence, leaving said parallel line, South 00 degrees 16 minutes 33 seconds West, a distance of 10.00 feet to a line 10-foot northerly of and parallel to aforesaid southerly line of 15.999 acre tract;

Thence, with said parallel line, 38.04 feet along the arc of a curve to the left, said curve having a radius of 2045.00 feet, a central angle of 01 degree 03 minutes 56 seconds and a chord that bears South 89 degrees 44 minutes 35 seconds West, a distance of 38.03 feet to the **Point of Beginning** and containing 0.009 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 30, 2025



CALL 16,696 ACRES
"FIRST" TRACT
HL&P EASEMENT
FILE No. J967201020
O.R.F.B.C.



SCALE: 1" = 200'

FOUND 5/8" IRON ROD

S83°52'47"W 893.21

FOUND 5/8" IRON ROD

DAVID FITZGERALD LEAGUE, A-25

CALL 15,999 ACRES
FORT BEND INDEPENDENT
SCHOOL DISTRICT
FILE No. 2022139875
O.R.F.B.C.

N03°18'48"W 737.42

0.009 ACRE

P.O.B.

N03°18'48"W 10.01

P.O.C.

FOUND 5/8" IRON ROD

CALL 2808.323 ACRES
STYLED TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No. 2013153798 O.R.F.B.C.



GBI PARTNERS

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

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

JOB NO: 234908
SCALE: 1" = 200'
DATE: 05/30/2025
MBS No.: 25-328

65

EXHIBIT OF
0.009 ACRE
BEING A PORTION OF A CALL 15,999 ACRE TRACT
RECORDED IN THE NAME OF FORT BEND
INDEPENDENT SCHOOL DISTRICT IN FILE No.
2022139875 OF THE O.R.F.B.C.
LOCATED IN THE
DAVID FITZGERALD SURVEY, A-25
FORT BEND COUNTY, TEXAS
MAY 2025

-
WATER LINE EASEMENT
(0.004 Acre; 0.007 Acre; 0.007 Acre)

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

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **SIENNA MUNICIPAL UTILITY DISTRICT NO. 7**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through those three (3) certain tracts of land located in Fort Bend County, Texas, containing 0.004 acre, 0.007 acre, and 0.007 acre, respectively, as more particularly described in and shown on **Exhibit A, Exhibit B, and Exhibit C**, all attached hereto and incorporated herein for all purposes (collectively, the "Easement Tracts").

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

replace or restore any trees, growth, shrubbery, or other improvements or obstructions, including, without limitation, the Permitted Improvements (as defined herein, removed from within the Easement Tracts in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that unreasonably interfere with Grantee's use of the Easement Tracts for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tracts in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

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

The Easement granted herein is non-exclusive, and Grantor, including its successors and assigns, shall have the right, from time to time, to grant additional easements across, along, under, over, upon and through the Easement Tracts for any lawful purpose, so long as the purpose of any such additional easement (or the actions of the holder thereof) do not unreasonably interfere with Grantee's use of the Easement as provided hereunder or materially conflict with the provisions hereof.

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

Notwithstanding anything to the contrary set forth herein, Grantor may, without Grantee's prior written consent (except as otherwise provided below), lay, construct, install, maintain, repair, replace, remove and operate the following improvements within the Easement Tracts following Grantee's initial construction of the Facilities (collectively, the "Permitted Improvements"): (a) pavement for driveways and/or sidewalks, together with associated curbing, upon the surface of the Easement Tracts, so long as (i) the location of same crosses the Easement Tracts and is perpendicular (and not parallel) to the Facilities, (ii) the grade of such concrete pavement shall be maintained by Grantor at or above existing ground elevations so as not to reduce the cover depth of the Facilities, and (iii) Grantor places expansion joints within any such pavement located over the Facilities and along both sides of the Easement Tracts; (b) landscaping (excluding trees and any other deep-rooted landscaping) within the Easement Tracts and underground irrigation lines installed at a depth so as not to unreasonably interfere with the Facilities; and (c) electrical, gas, sewer, water, and other utilities in, on, over, under, across and through the Easement Tracts, so long as (i) Grantor submits detailed plans for any such utilities to Grantee for review and written approval of same by Grantee's engineer (which approval shall not be unreasonably withheld), (ii) said utilities cross the Easement Tracts and the Facilities at no less than a forty-five degree (45°) angle, and (iii) any such underground utility lines are installed at a depth so as not to unreasonably interfere with the Facilities and are otherwise in compliance with all rules, regulations and requirements promulgated by any applicable governmental authority, including, without limitation, any minimum vertical and horizontal clearance requirements related thereto. Grantor shall be responsible for maintaining the Permitted Improvements, at its sole cost and expense, and shall keep the same in good condition and repair. The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. In the event that any portion of the Permitted Improvements are removed or otherwise damaged as a result of any work performed by or on behalf of Grantee within the Easement Tracts, Grantee shall have no obligation to repair, replace or restore the same, nor shall Grantee incur any liability with respect to the costs associated with such repair, replacement or restoration.

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

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tracts and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tracts (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tracts for the purposes set forth herein.

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

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

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

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

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

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

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

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

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2025.

GRANTOR:

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

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of FORT BEND INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

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

GRANTEE:

**SIENNA MUNICIPAL UTILITY
DISTRICT NO. 7**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____, and _____, of the Board of Directors of SIENNA MUNICIPAL UTILITY DISTRICT NO. 7, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A - Description and Sketch of the 0.004 Acre Easement Tract

Exhibit B - Description and Sketch of the 0.007 Acre Easement Tract

Exhibit C - Description and Sketch of the 0.007 Acre Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A - Description and Sketch of the 0.004 Acre Easement Tract

County: Fort Bend
Project: FBISD Tract
Job No. 234908
MBS No. 25-332

FIELD NOTES FOR 0.004 ACRE (Water Line Easement)

Being a tract containing 0.004 acre of land, located in the David Fitzgerald Survey, Abstract Number 25, in Fort Bend County, Texas; said 0.004 acre tract being a portion of a call 15.999 acre tract recorded in the name of Fort Bend Independent School District in File Number 2022139875 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.004 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the northeasterly corner of said 15.999 acre tract, from which a 5/8-inch iron rod found at the northwesterly corner of said 15.999 acre tract bears South 83 degrees 52 minutes 47 seconds West, a distance of 893.21 feet;

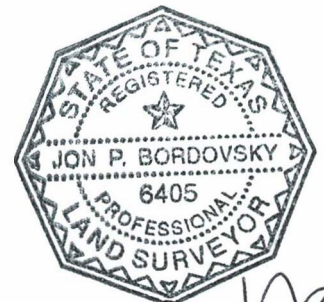
Thence, with the easterly line of said 15.999 acre tract, 489.40 feet along the arc of a curve to the right, said curve having a radius of 4320.00 feet, a central angle of 06 degrees 29 minutes 27 seconds and a chord that bears South 00 degrees 00 minutes 07 seconds West, a distance of 489.13 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with said easterly line, 10.00 feet along the arc of a curve to the right, said curve having a radius of 4320.00 feet, a central angle of 00 degrees 07 minutes 58 seconds and a chord that bears South 03 degrees 18 minutes 49 seconds West, a distance of 10.00 feet

Thence, leaving said line, through and across said 15.999 acre tract, the following three (3) courses:

- 1) North 87 degrees 37 minutes 48 seconds West, a distance of 16.81 feet;
- 2) North 02 degrees 22 minutes 12 seconds East, a distance of 10.00 feet;
- 3) South 87 degrees 37 minutes 48 seconds East, a distance of 16.97 feet to the **Point of Beginning** and containing 0.004 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 30, 2025



A handwritten signature in black ink, appearing to read "Jon P. Bordovsky", written over the bottom right portion of the professional seal.

CALL 16,696 ACRES
"FIRST" TRACT
HL&P EASEMENT
FILE No.1967201020
O.R.F.B.C.

P.O.C.
FOUND 5/8"
IRON ROD

FOUND 5/8" IRON ROD

583°52'47"W 893.21

DAVID FITZGERALD LEAGUE, A-25

L=489.40
R=4320.00
D=06°29'27"
CB=500°00'07"W
CD=489.13

0.004
ACRE

P.O.B.

CALL 15,999 ACRES
FORT BEND INDEPENDENT
SCHOOL DISTRICT
FILE No.2022139875
O.R.F.B.C.

N03°18'48"W 737.42

FOUND 5/8"
IRON ROD

CALL 2808.323 ACRES
STYLED TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No.2013153798 O.R.F.B.C.

SCALE: 1" = 200'



GBI PARTNERS

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

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

JOB NO: 234908
SCALE: 1" = 200'
DATE: 05/30/2025
MBS No.: 25-332

75

EXHIBIT OF
0.004 ACRE
BEING A PORTION OF A CALL 15,999 ACRE TRACT
RECORDED IN THE NAME OF FORT BEND
INDEPENDENT SCHOOL DISTRICT IN FILE No.
2022139875 OF THE O.R.F.B.C.
LOCATED IN THE
DAVID FITZGERALD SURVEY, A-25
FORT BEND COUNTY, TEXAS
MAY 2025

Exhibit B - Description and Sketch of the 0.007 Acre Easement Tract

County: Fort Bend
Project: FBISD Tract
Job No. 234908
MBS No. 25-331

FIELD NOTES FOR 0.007 ACRE (Water Line Easement)

Being a tract containing 0.007 acre of land, located in the David Fitzgerald Survey, Abstract Number 25, in Fort Bend County, Texas; said 0.007 acre tract being a portion of a call 15.999 acre tract recorded in the name of Fort Bend Independent School District in File Number 2022139875 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.007 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the southwesterly corner of said 15.999 acre tract, from which a 5/8-inch iron rod found at the northwesterly corner of said 15.999 acre tract bears North 03 degrees 18 minutes 48 seconds West, a distance of 737.42 feet;

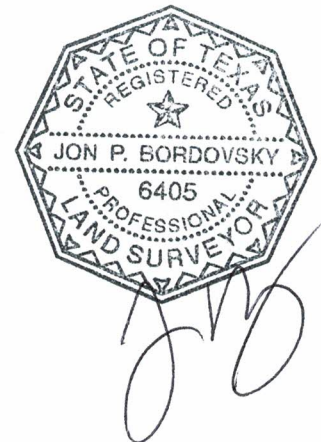
Thence, with the southerly line of said 15.999 acre tract, 216.35 feet along the arc of a curve to the right, said curve having a radius of 2035.00 feet, a central angle of 06 degrees 05 minutes 29 seconds and a chord that bears South 87 degrees 43 minutes 54 seconds East, a distance of 216.25 feet to the **Point of Beginning** of the herein described tract;

Thence, leaving said line, through and across said 15.999 acre tract, the following three (3) courses:

- 1) North 04 degrees 15 minutes 05 seconds East, a distance of 30.34 feet;
- 2) South 85 degrees 44 minutes 55 seconds East, a distance of 10.00 feet;
- 3) South 04 degrees 15 minutes 05 seconds West, a distance of 30.55 feet to the aforesaid southerly line of 15.999 acre tract;

Thence, with said southerly line, 10.00 feet along the arc of a curve to the left, said curve having a radius of 2035.00 feet, a central angle of 00 degrees 16 minutes 54 seconds and a chord that bears North 84 degrees 32 minutes 43 seconds West, a distance of 10.00 feet to the **Point of Beginning** and containing 0.007 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 30, 2025



CALL 16,696 ACRES
"FIRST" TRACT
HL&P EASEMENT
FILE No. J967201020
O.R.F.B.C.

FOUND 5/8"
IRON ROD

FOUND 5/8" IRON ROD

S83°52'47"W 893.21

DAVID FITZGERALD LEAGUE, A-25

CALL 15,999 ACRES
FORT BEND INDEPENDENT
SCHOOL DISTRICT
FILE No. 2022139875
O.R.F.B.C.

N03°18'48"W 737.42

0.007
ACRE

P.O.C.
FOUND 5/8"
IRON ROD

P.O.B.

L=216.35
R=2035.00
D=06°05'29"
CB=S87°43'54"E
CD=216.25

CALL 2808.323 ACRES
STYLED TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No. 2013153798 O.R.F.B.C.



SCALE: 1" = 200'



GBI PARTNERS

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

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

EXHIBIT OF

0.007 ACRE

BEING A PORTION OF A CALL 15,999 ACRE TRACT
RECORDED IN THE NAME OF FORT BEND
INDEPENDENT SCHOOL DISTRICT IN FILE No.
2022139875 OF THE O.R.F.B.C.

LOCATED IN THE

77 DAVID FITZGERALD SURVEY, A-25
FORT BEND COUNTY, TEXAS

MAY 2025

JOB NO: 234908
SCALE: 1" = 200'
DATE: 05/30/2025
MBS No.: 25-331

Exhibit C - Description and Sketch of the 0.007 Acre Easement Tract

County: Fort Bend
Project: FBISD Tract
Job No. 234908
MBS No. 25-330

FIELD NOTES FOR 0.007 ACRE (Water Line Easement)

Being a tract containing 0.007 acre of land, located in the David Fitzgerald Survey, Abstract Number 25, in Fort Bend County, Texas; said 0.007 acre tract being a portion of a call 15.999 acre tract recorded in the name of Fort Bend Independent School District in File Number 2022139875 of the Official Records of Fort Bend County (O.R.F.B.C.); said 0.007 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the southwesterly corner of said 15.999 acre tract, from which a 5/8-inch iron rod found at the northwesterly corner of said 15.999 acre tract bears North 03 degrees 18 minutes 48 seconds West, a distance of 737.42 feet;

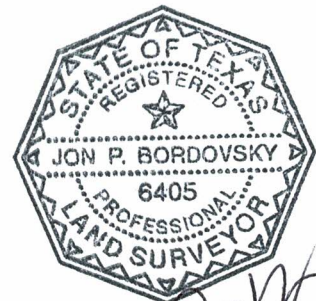
Thence, with the southerly line of said 15.999 acre tract, 178.85 feet along the arc of a curve to the right, said curve having a radius of 2035.00 feet, a central angle of 05 degrees 02 minutes 08 seconds and a chord that bears South 88 degrees 15 minutes 34 seconds East, a distance of 178.79 feet to the **Point of Beginning** of the herein described tract;

Thence, leaving said line, through and across said 15.999 acre tract, the following three (3) courses:

- 1) North 04 degrees 15 minutes 05 seconds East, a distance of 29.99 feet;
- 2) South 85 degrees 44 minutes 55 seconds East, a distance of 10.00 feet;
- 3) South 04 degrees 15 minutes 05 seconds West, a distance of 30.02 feet to the aforesaid southerly line of 15.999 acre tract;

Thence, with said southerly line, 10.00 feet along the arc of a curve to the left, said curve having a radius of 2035.00 feet, a central angle of 00 degrees 16 minutes 54 seconds and a chord that bears North 85 degrees 36 minutes 04 seconds West, a distance of 10.00 feet to the **Point of Beginning** and containing 0.007 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 30, 2025



CALL 16.696 ACRES
"FIRST" TRACT
HL&P EASEMENT
FILE No. 1967201020
O.R.F.B.C.

FOUND 5/8"
IRON ROD

FOUND 5/8" IRON ROD

S83°52'47"W 893.21

N03°18'48"W 737.42

DAVID FITZGERALD LEAGUE, A-25

CALL 15,999 ACRES
FORT BEND INDEPENDENT
SCHOOL DISTRICT
FILE No. 2022139875
O.R.F.B.C.

0.007
ACRE

P.O.C.
FOUND 5/8"
IRON ROD

P.O.B.

L=178.85
R=2035.00
D=05°02'08"
CB=S88°15'34"E
CD=178.79

CALL 2808.323 ACRES
STYLED TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No. 2013153798 O.R.F.B.C.



SCALE: 1" = 200'



GBI PARTNERS

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

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

EXHIBIT OF

0.007 ACRE

BEING A PORTION OF A CALL 15,999 ACRE TRACT
RECORDED IN THE NAME OF FORT BEND
INDEPENDENT SCHOOL DISTRICT IN FILE No.
2022139875 OF THE O.R.F.B.C.

LOCATED IN THE

79 DAVID FITZGERALD SURVEY, A-25
FORT BEND COUNTY, TEXAS

MAY 2025

JOB NO: 234908
SCALE: 1" = 200'
DATE: 05/30/2025
MBS No.: 25-330

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025	
Agenda Item Title: Consideration and approval of CHS-THS GAPP International Travel			
Board Policy: FMG		District Priority: Priority 2	
Department: Deputy Superintendent Teaching & Learning			
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	

Recommendation
Consideration and approval of international travel during the summer of 2026 by Clements High School and Travis High School students. Students can participate in the 2026 German - American Partnership Program (GAPP) in Germany.

Summary/Background
<p>Our GAPP Partnership started in 1997 and occurs every other year, with the last year being 2024. The partnership between Clements High School and the Lessing-Gymnasium School in Cologne started in 1997 and Travis High School was added in 2018. The Lessing-Gymnasium students will visit during the period approximately February 18 – March 13, 2026, and the Administration is seeking approval to visit Cologne in the summer of 2026.</p> <p>This trip will provide a once-in-a-lifetime opportunity for students studying German. For almost two weeks, the District’s students will immerse in the German language and culture, experience life in a German host family, and attend a German school. Additionally, both groups of students work on a learning project. Clements High School and Travis High School are requesting permission for approximately 12-18 students to travel to Germany with CHS German teacher, Lauren Davis, THS German teacher, Seth Hulse, for 2.5 weeks during the summer of 2026 (approximately June 1 – June 18, 2026).</p> <p>The approximate cost of the trip is \$3,000 per person, to be paid by the students/parents; this amount will cover airfare, lodging, in-country transportation, admissions to sights, insurance, and a few meals. Students will also need to bring with them about \$500 to cover meals and incidental expenses during the touring portion of the trip. While in Germany, students will reside in host homes for about half the trip and in hotels for the other half.</p>

Fort Bend Independent School District

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent Teaching and Learning

Dr. Andria Schur
Chief of Schools

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Consideration and approval of Deletion of Policy DI (Local)		
Board Policy: DI (Local)	District Priority: Priority 2	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of proposed deletion of local policy (DI Local).

Summary/Background
DI - Employee Welfare - Recommend Deletion
This local policy addressing drug-free awareness programs is recommended for deletion, as the content is adequately covered through the district's DH (Legal) and (Local) policies.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

EMPLOYEE WELFARE

DI
(LOCAL)

**Drug-Free
Awareness Program**

~~The District shall maintain a drug-free environment and shall establish, as needed, a drug-free awareness program complying with federal requirements. [See DH] The program shall provide applicable information to employees in the following areas:~~

- ~~1. The dangers of drug use and abuse in the workplace.~~
- ~~2. The District's policy of maintaining a drug-free environment. [See DH(LOCAL)]~~
- ~~3. Drug counseling, rehabilitation, and employee assistance programs that are available in the community, if any.~~
- ~~4. The penalties that may be imposed on employees for violation of drug use and abuse prohibitions. [See DH(LOCAL)]~~

**Employee
Responsibility**

~~All fees or charges associated with drug/alcohol abuse counseling or rehabilitation shall be the responsibility of the employee.~~

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Consideration and approval of Revision of Policy FD (Local) and FM (Local)		
Board Policy: FD (Local) and FM (Local)	District Priority: Priority 2	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

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

Summary/Background
FD – Admissions – Recommend Revision UIL has established a deadline of September 1 for this school year and August 1 every year thereafter. If a district wants to prohibit non-enrolled students from participating in extracurricular activities through the district, it must adopt a policy indicating such. Failure to adopt the policy by the deadline means acceptance of non-enrolled students (homeschool, private, etc.) whether they live within the district boundaries.
FM – Student Activities – Recommended Revision UIL has established a deadline of September 1 for this school year and August 1 every year thereafter. If a district wants to prohibit non-enrolled students from participating in extracurricular activities through the district, it must adopt a policy indicating such. Failure to adopt the policy by the deadline means acceptance of non-enrolled students (homeschool, private, etc.) whether they live within the district boundaries.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Fort Bend Independent School District

Submitted by:
Beth Martinez
Deputy Superintendent Chief of Staff

PROPOSED REVISIONS

Philosophy	The Board believes public education plays an essential role in students reaching their full potential. Therefore, the District shall provide an efficient admissions process and appropriate placement, welcoming to all eligible students.
Enrollment Forms	A student's parent, legal guardian, or other person having lawful control shall complete enrollment forms, and provide updates to the student record when necessary or when requested by the District. A student who has reached age 18 is deemed an adult under Texas law and shall be permitted to complete enrollment forms.
Proof of Residency	In accordance with administrative regulations, or according to a scheduled administrative review, the parent, guardian, or other person having lawful control of a student shall present proof of residency. The District may investigate residency as necessary.
Minor Living Apart	A minor living apart is a person who is under the age of 18 and has established a separate residence in the District apart from his or her parent, guardian, or other person having lawful control and has established the person's presence in the District.
Person Standing in Parental Relation	A minor student residing in the District but whose parent, guardian, or other person having lawful control [see FD(LEGAL)] does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences identified in FD(LEGAL) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent or designee shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
<u>Students Not Enrolled</u>	<u>A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular, co-curricular, or extracurricular activities. [See EEL and FM]</u>

**Nonresident Student
in Grandparent's
After-School Care**

The parent and grandparent of a nonresident student requesting admission [see FD(LEGAL)] shall provide to the Superintendent or designee the required information on the grandparent's residency and submit a form provided by the District to document the extent of after-school care to be provided by the grandparent. [See FD Exhibit]

The Superintendent or designee shall have authority to approve or deny such admissions requests in accordance with this policy.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level
Placement—
Accredited Schools**

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District.

The student shall be placed initially at the grade level reached elsewhere, pending observation by school personnel assigned by the school principal. On the basis of these observations and results of district assessment tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

**Grade-Level
Placement—
Nonaccredited
Schools**

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Results on assessments, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit—
Accredited Texas
Public Schools**

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

**Transfer of Credit—
Other Accredited or
Nonaccredited
Schools**

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

**Transfer of Credit—
Transition
Assistance**

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Persons Age 21
and Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law. [See FD(LEGAL)]

Graduates

A person who has received a diploma from any public or private school, including a school outside the United States, shall not be admitted into any District school. [See FD(LEGAL)]

Any District student who receives a diploma from any public or private school, including a school outside the United States, during the school year shall be withdrawn from school as of the date the diploma was issued or the day after the date the diploma was issued.

Withdrawal

A parent or guardian wishing to withdraw a minor student shall complete the required paperwork to school personnel which includes projected location (school) of enrollment and date. A student who is 18 or older may submit withdrawal paperwork to school personnel without a parent or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

PROPOSED REVISIONS

Philosophy	The Board believes that student activities provide opportunities for students to practice and demonstrate the attributes of the Profile of a Graduate. As such, the District shall encourage participation in student activities, engage students through inclusive and collaborative experiences, and allow students the opportunity to create and participate in student organizations and student groups.
Student Activities	Student activities shall support the growth and development of students toward the fulfillment of the attributes of the profile of a graduate [See AE(LOCAL)]. Student activities include sponsored organizations, groups, ensembles, and teams that may be cocurricular or extracurricular in nature. Some activities, such as but not limited to athletics and fine arts, are state-endorsed activities governed by the Texas University Interscholastic League (UIL).
Student Organizations	A student organization shall have an established purpose in a school setting that meets the requirements of its state or national affiliation, and shall comply with the organization's adopted bylaws and operate with the sponsorship of a faculty member. (i.e. National Honor Society, National Spanish Honor Society, Business Professionals of America)
Student Group	A student group is an association of students without a state or national affiliation. Student groups shall be established with the approval of campus administration and shall operate with the sponsorship of a faculty member (i.e. Creative Writing Club, Anime Club, Robotics Club).
Guidelines for Student Activities	The Superintendent shall establish administrative procedures to define the guidelines for establishing and/or participating in student activities.
Recognitions	Administrative procedures shall address the various ways in which students may be recognized for exemplifying the attributes of the Profile of a Graduate and for achievements earned through participation in student organizations and student groups. Recognitions may include, but are not limited to, cords, medals, letter-jackets, and letter-jacket patches.
Use of District Facilities	Student organizations and student groups may use District facilities as set forth in the administrative procedures and pursuant to policy FNAB.
Right to Assemble	Student organizations and student groups shall be given the right to assemble unless the faculty sponsor or the principal determines the intent or actions of the student activity violate the District Student Code of Conduct . (Link to be updated following revisions to SCOC)

STUDENT ACTIVITIES

FM
(LOCAL)

**Extracurricular
Activity Absences**

The District shall make no distinction between absences for UIL activities and absences for other cocurricular and extracurricular activities. A student shall be allowed in a school year a maximum of ~~ten~~10 extracurricular absences not related to post-district competition, a maximum of five absences for post-district competition prior to state competition, and a maximum of two absences for state competition.

[For eligibility of a private school student, including a homeschool student, to participate in extracurricular activities, see FD(LOCAL).]

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Consideration and approval of Revision of Policy FMF (Local)		
Board Policy: FMF (Local)	District Priority: Priority 2	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

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

Summary/Background
FMF – Student Activities: Contests and Competition – Recommend Revision This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district’s practices can be included in administrative procedures. However, the Administration recommends revision to include information about extracurricular activities.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

Cheerleaders

~~The selection and management of cheerleaders and mascots shall be done in an equitable manner. The Superintendent or designee shall annually review the Cheerleaders Handbook to ensure these measures exist. The administration shall develop guidelines, to be followed on every campus in the District, to ensure that:~~

- ~~1. Ballots used in selecting cheerleaders are retained for a minimum of 60 days after the final selection is made.~~
- ~~2. The director of athletics is responsible for ensuring that judges in the tryouts are impartial. The director of athletics shall investigate and respond to any allegation of possible bias on the part of judges. Anyone who is, or can reasonably be perceived to be, biased or who otherwise has a conflict of interest shall be excused from acting as a judge.~~
- ~~3. Any student who participates in the tryouts has the right to inspect his or her own evaluation form(s).~~
- ~~4. The parent of any student who participates in the tryouts has the right to inspect his or her child's evaluation form(s).~~
- ~~5. Announcement of decisions regarding the selection are made within five business days after all evaluations and other relevant information is due.~~
- ~~6. Students and parents are aware that complaints regarding the selection process and procedures may be filed in accordance with FNG(LOCAL).~~

Extracurricular Activities

Participation in extracurricular activities is a privilege and no student is obligated to participate, nor is participation required for graduation. The Superintendent shall develop administrative procedures for participation in extracurricular activities.

UIL Events

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all rules and regulations pertaining thereto are strictly enforced. It shall be the responsibility of the Superintendent or his designated representative to maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation.~~

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

**Interscholastic
Activities**

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each activity, shall be in accordance with regulations set by the UIL and the Board. Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to certain other staff members.~~

~~In each school, the principal shall have direct responsibility to maintain the activity program as an integral part of the educational program of that school. The principal shall assign the teaching responsibilities of all coaches or directors, subject to the approval of the Superintendent.~~

**Athletic Physical
Examinations**

~~Students who participate in UIL athletic events shall be in compliance with provisions at FFAA(LOCAL).~~

Physical Education

~~Interschool competitive athletics shall not be a part of the elementary grades' program. There shall be maintained a program of physical fitness, physical and health education, and to the extent practicable, a program of intraschool sports activities for boys and girls.~~

**Organizational
Contests**

~~All interscholastic contests involving students shall have the Superintendent's approval. Such contests shall be approved if deemed as contributory to the educational processes of the students involved.~~

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless they supplement and do not interfere with the regular school program.~~

~~The Superintendent shall develop the necessary rules and regulations to implement this policy.~~

**School-Sponsored
Trips**

~~All school-sponsored trips shall be approved by the Superintendent or designee. [See also FMG(LOCAL)]~~

~~Students who participate in school-sponsored trips shall be required to ride in transportation provided by the school to and from the event. Exception may be made if the student's parent or guardian personally requests that the student be allowed to ride from the event with the parent or guardian. The District shall not be liable for any injuries that occur to students riding in vehicles that are not provided by the school.~~

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District.~~

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025	
Agenda Item Title: Consideration and approval of Revision of Policy FNCE (Local)			
Board Policy: FNCE (Local)		District Priority: Priority 2	
Department: Deputy Superintendent Chief of Staff			
Are there related documents to be signed by the Board? NO			
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

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

Summary/Background
<p>FNCE – Student Conduct: Personal Telecommunications/Electronic Devices – Recommend Revision</p> <p>The law requires school districts to prohibit student use of personal communication devices at school during the school day. Districts may choose not to allow possession on property or to establish processes for storage of such devices during the school day.</p> <p>There are limited exceptions allowable for the use of the devices. Revisions being recommended are minor for the start of school as the district awaits TEA and TASB guidance.</p> <p>The Administration anticipates further revisions to the policy for Board consideration after receiving guidance from TASB and TEA in the coming weeks.</p>

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

PROPOSED REVISIONS

Personal Communication Devices

Prohibited Use

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

A student who violates this policy or any procedure shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

A student in grades 2-12 shall not use a personal communication device on school property during the school day, and any personal communication device in a student's possession must be stored during the school day in accordance with administrative procedures.

Prohibited Possession

A student in prekindergarten-grade 1 is prohibited from possessing or using a personal communication device on school property during the school day.

Exceptions

A student shall be authorized to possess or use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or
3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Confiscation

An authorized District employee shall confiscate a student's personal communication device that is used in violation of this policy or any applicable procedure.

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

Implementation

The Superintendent shall develop administrative procedures to implement this policy.

Compliance

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

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

Personal Use

Telecommunications
Devices

Elementary students in prekindergarten, kindergarten, and first 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, speakers must remain off and usage is prohibited during instructional hours (to include 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.

Confiscation

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

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

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

Other Electronic
Devices

Any student who uses a personal telecommunication device to engage in academic dishonesty or transmission of communication engaging in or promoting bullying, threats, or inappropriate images, etc. shall receive disciplinary action as outlined in the Student Code of Conduct.

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

**Instructional and/or
Medical Use**

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

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Date: August 18, 2025
Agenda Item Title: Consideration and approval of Construction Services for Hightower High School Renovations (BP032)		
Board Policy: CV (Local)	District Priority: Priority 3	
Department: Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
<p>Consideration and approval of a Construction Services Agreement with Bartlett Cocke General Contractors for Hightower High School Renovations Project (BP032) for a not-to-exceed amount of \$11,750,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.</p>

Summary/Background												
<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 Hightower High School Renovations.</p> <p>The Competitive Sealed Proposal (CSP) solicitation (CSP 25-050KB) requested bids for the Hightower High School Renovations (BP032). Six firms responded to the CSP.</p> <p>Design & Construction staff, in collaboration with the Director of Purchasing and Materials Management acting in an oversight capacity, evaluated the proposals, using an evaluation team composed of FBISD staff members from the Design & Construction, Procurement, and Finance Departments.</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 + Base Bid Adjustment</th> </tr> </thead> <tbody> <tr> <td>Bartlett Cocke General Contractors</td> <td>76.07</td> <td>\$11,892,000</td> </tr> <tr> <td>Prime Contractors, Inc.</td> <td>75.65</td> <td>\$13,650,000</td> </tr> <tr> <td>Bass Construction Co., Inc.</td> <td>68.06</td> <td>\$13,100,000</td> </tr> </tbody> </table>	Firm Name	CSP Score	Base Bid Amount + Base Bid Adjustment	Bartlett Cocke General Contractors	76.07	\$11,892,000	Prime Contractors, Inc.	75.65	\$13,650,000	Bass Construction Co., Inc.	68.06	\$13,100,000
Firm Name	CSP Score	Base Bid Amount + Base Bid Adjustment										
Bartlett Cocke General Contractors	76.07	\$11,892,000										
Prime Contractors, Inc.	75.65	\$13,650,000										
Bass Construction Co., Inc.	68.06	\$13,100,000										

Fort Bend Independent School District

E Contractors USA LLC	67.19	\$12,240,000
Tegrity Contractors, Inc.	59.29	\$8,769,777
Millennium Project Solutions, Inc.	58.28	\$12,900,000

The bid amount received for this package exceeded the originally approved construction 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 \$11,750,000.

These needed alternates include repairs and recovering the Auditorium roof that is near the end of its life expectancy.

The detailed project budget for Hightower High School Renovations (BP032) is provided on the attached Exhibit 1.

CSP Contract	Package Number	Description	Project Budget
CSP 25-050KB	BP032	Hightower High School Renovations	\$14,672,500

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 Hightower High School Renovations and work will begin in the 4th quarter of 2025.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kathleen Brown
Deputy Superintendent of Operations



Project Summary
BP032 - Hightower HS Renovations
 Exhibit - 1

Description	A	B	C	D	E	F	G	H	I	TOTAL
Description	A/E Design Fees & Reimbursables	Design Contingency	Other Professional Services	Construction	Construction Contingency	FF&E	Site Development	Admin & Other Project Costs	Project Contingency	TOTAL
HIGHTOWER HIGH	\$1,023,143.00	\$120,875.00	\$601,045.00	\$11,297,825.00	\$1,355,739.00	\$250,000.00		\$1,000.00	\$22,873.00	\$14,672,500.00
TOTAL:	\$1,023,143.00	\$120,875.00	\$601,045.00	\$11,297,825.00	\$1,355,739.00	\$250,000.00		\$1,000.00	\$22,873.00	\$14,672,500.00

Tabulation Summary
 CSP 25-050KB BP032 Hightower High School Renovations

Vendor	Purchase Price (40 pts. max)	Offeror's Experience and Reputation, Past Experience with FBISD and other school districts (19 pts. max)	Quality of the offeror's goods and services, Quality of contractor's response in the proposal, Project Plan and Schedule (21 pts. max)	Offeror's safety record (5 pts max)	Offeror's proposed personnel (5 pts max)	Offeror's financial capability (5 pts max)	SBEP commitment (5pts max)	Proposer's Total Score (100 pts. max)
Bartlett Cocke General Contractors	29.50	15.90	16.55	4.30	2.65	4.30	2.88	76.07
Prime Contractors, Inc.	25.70	16.43	19.30	2.25	3.35	4.37	4.25	75.65
Bass Construction Company, Inc.	26.78	16.07	13.25	0.95	2.70	4.19	4.13	68.06
E Contractors USA LLC	28.66	13.20	12.65	2.08	2.45	4.03	4.13	67.19
Tegrity Contractors, Inc.	40.00	4.20	5.35	1.33	1.25	3.80	3.38	59.29
Millennium Project Solutions	27.19	12.31	8.70	1.28	2.10	3.95	2.75	58.28

CSP 25-050KB BP032 Hightower High School Renovations

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

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025	
Agenda Item Title: Consideration and approval of District Support Consulting Services (Supplemental)			
Board Policy: CH, CV, or DBD (Local)		District Priority: Priority 3	
Department: Deputy Superintendent Teaching & Learning			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

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

Summary/Background
<p>On July 25, 2022, the Board approved RFP 22-055AB District Support Consulting Services through July 2027. for services in the areas of speech, sign language interpreting, braille transcription, language translation and oral interpretation, tutorial support services, Independent Education Evaluations (IEE), initial evaluations and re-evaluations, related services evaluations, supplemental direct Special Education services, behavioral support services, occupational therapy, physical therapy, Licensed Professional Counselor (LPC) and Licensed Specialist and School Psychology (LSSP) services.</p> <p>This contract will provide the district with access to Star Autism as an additional vendor for specialized autism services to meet the needs of the Special Education Department. The Special Education Department aims to maintain an adequate pool of qualified vendors to ensure the district secures the best value and highest quality support for students with autism spectrum disorder.</p> <p>Star Autism offers proven expertise in evidence-based autism intervention programs, individualized support plans, and professional development resources that align with the district’s educational goals and compliance requirements. Their services will enhance the district’s capacity to meet the diverse needs of students, fostering improved academic and social outcomes. By expanding the vendor pool to include Star Autism, the district strengthens</p>

its ability to provide comprehensive, effective services to students requiring specialized support.

Curriculum Enhancements for Functional Living and School Health (FLaSH) and Adult Transition Services (ATS) Programs

The district proposes strategic curriculum enhancements for students served in the Functional Living and School Health (FLaSH) programs at both the elementary and secondary levels, as well as in the Adult Transition Services (ATS) program.

Elementary & Secondary FLaSH Programs:

The current FLaSH curriculum relies on the Unique Learning System (ULS), which emphasizes core academic subjects. However, many students in the FLaSH program have multiple disabilities and are in the foundational phase of learning. These students benefit more from instruction focused on learning readiness, communication, and basic classroom engagement. The district recommends adopting the **STAR Program**, which is designed to systematically build critical responding and learning skills and offers greater instructional support for students with limited capacity to access traditional academic content.

Adult Transition Services (ATS):

The ATS program currently utilizes ULS, but its transition component lacks depth in key areas such as independent living, vocational readiness, and post-secondary planning. To better align with student needs and track progress more effectively, the district proposes implementing the LINKS curriculum, which provides a structured, skill-based system tailored to adult transition goals.

These curriculum changes will ensure instruction is more functional, individualized, and supportive of the diverse needs of students with significant disabilities, while also aligning with the long-term goals of each program.

The purpose of this proposed action is to add an additional vendor to the list of previously approved vendors. The originally approved length of commitment and authorized expenditure amount does not change.

This contract seeks approval under relevant statutes, including Chapter 44, §44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposed awards of \$50,000 or more. Under the authority of the Texas Government Code §791.001 and the Interlocal Cooperation Act as amended, local governments like Fort Bend ISD are allowed to contract with each other and other government agencies.

Background

Expenditures in 2023-24 were \$4,085,872. Expenditures are not expected to exceed \$10,495,000 through July 2027. Funding is included in the budget.

Fort Bend Independent School District

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Star Autism Support Inc.	
Budget Sources:	General Fund Federal Funds	
Amount:	Not to exceed \$10,495,000	
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 July 2027	
Last solicitation date:	March 27, 2022	
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. Adam Stephens
Chief Academic Officer

Bryan Guinn
Chief Financial Officer

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025	
Agenda Item Title: Consideration and approval of 25-043MG Industry-Based Certification and Licenses for Career and Technical Education (CTE)			
Board Policy: CH, CV, or DBD (Local)		District Priority: Priority 3	
Department: Deputy Superintendent Teaching & Learning			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

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

Summary/Background
<p>On February 20, 2025, the District issued RFP 25-043MG to solicit proposals for Industry-Based Certifications and Licenses for Career and Technical Education (CTE) across all campuses. Industry-based certifications are an important part of student success pathways. The Texas Education Code (TEC) §39.053 requires the Texas Education Agency (TEA) to track the number of high school students who earn industry-based certifications as part of the state's public school accountability system. These certifications are key indicators of college, career, and military readiness.</p> <p>The District's goal is to enhance its CTE offerings by expanding access to industry-recognized certifications and licenses that equip students with the skills and credentials needed to succeed in the workforce. This initiative will also help prepare students for postsecondary education and align with current industry demands.</p> <p>Starting as early as middle school, FBISD students have the opportunity to explore a wide range of careers, including business, culinary arts, engineering, and health science. The District currently offers 13 CTE programs and a variety of programs of study that help</p>

Fort Bend Independent School District

students meet high school graduation endorsement requirements. Each program follows a structured career pathway, providing students with a sequence of rigorous CTE courses that often culminate in earning industry-recognized certifications and licenses.

Through this contract the District will:

- Partner with vendors who can provide industry-based certifications and related services.
- Offer a variety of certification options across multiple CTE pathways.
- Ensure compliance with state and federal accountability requirements.
- Build partnerships with vendors who provide training, testing, and support that meet current industry standards.
- Provide students with hands-on learning opportunities that support their career and postsecondary success.

By securing these services, the District will continue to strengthen its CTE programs and provide students with valuable, real-world credentials that enhance their future opportunities.

An evaluation team comprised of Fort Bend ISD staff members from the CTE and 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 August 19, 2025, and will run through August 18, 2028. With the two (2) option years, the contract can be extended until August 18, 2030.

Background

Expenditures in 2023-24 were \$253,905. Expenditures are not expected to exceed \$3,000,000 through August 2030. Funding is included in the budget.

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer
Vendor:	Aha Education, LLC CEV Multimedia, LLC Certipoint, a business of NCS Pearson, Inc.*** Open Education and Development Group LLC*** Pearson Education Roxell Emergency Management Resources*** Stukent CTE Biitech Solutions Natl Institute for Automotive Service Excellence

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	Pitsco Education NOCTI
Budget Sources:	General Fund Grant Funds
Amount:	Not to Exceed \$3,000,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	1776
Number of vendors downloaded the solicitation:	97
Number of responses received:	14
Number of "no bid" responses received:	4
Length of commitment:	Through August 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

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Adam Stephens
Chief Academic Officer

Bryan Guinn
Chief Financial Officer

Evaluation Criteria
Industry-Based Certifications and Licenses for Career Technical Education (CTE)

	Evaluation Criteria	Point System
1	<p>Purchase Price</p> <ul style="list-style-type: none"> • Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD. • Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer. 	30 points
2	<p>Reputation of the Vendor and of the Vendor's Goods or Services</p> <ul style="list-style-type: none"> • Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services. 	5 points
3	<p>Quality of the Vendor's Goods or Services</p> <ul style="list-style-type: none"> • Service capabilities-training-support and report capabilities • Demonstrated competence. • Relevant experience • Customer service and Support • Certifications and Accreditations • Professional License requirements • Compliance with Industry Standards • Assessment and Testing Offering 	30 points
4	<p>Extent to Which the Goods or Services Meet the District's Needs</p> <ul style="list-style-type: none"> • Vendors goods align to support the district instructional priority in the identified content area • Accreditation and Recognition • Certification and License Offerings • Alignment with District Goals and Objectives • Alignment to the Standards/TEKS • Updated certification with industry standards included 	30 points
5	<p>Vendor's Past Relationship with the District For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> • Past projects or contracts of similar service that the vendor has had with the District. • Past projects or contracts of similar service the vendor has had with K-12 districts of similar size or larger. • Past projects or contracts of similar service the vendor has had with businesses or universities the size of our District. 	5 points
6	<p>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</p> <ul style="list-style-type: none"> • Other fees and other added cost 	0 points
7	<p>Vendor's principal place of business is in the state of Texas or employs 500 people in this state.</p>	0 points

8	Insurance Requirements <ul style="list-style-type: none"> • Certificate of Insurance as requested in the solicitation. 	Pass/Fail
9	Service Agreement <ul style="list-style-type: none"> • Extent to which the vendor agrees to our Standard Form of Agreement by signing the Vendor Acknowledgement Form, vendor assent to the Terms and Conditions of Fort Bend ISD. 	Pass/Fail
10	The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	TOTAL	100 points

Evaluation Summary

RFP 25-043MG Industry-Based Certifications and Licenses for Career Technical Education (CTE)

Vendor	Purchase Price (30 pts. max)	Reputation of Vendor's Goods and Services (5pts. max)	Quality of Vendors Goods or Services (30 pts. max)	Extent to Which the Goods or Services Meet the District's Needs (30 pts. max)	Vendors Past Relationship with the District (5 pts. Max)	Total Score (100 pts. max)	Proposers Ranking
Aha Education, LLC	15.06	2.50	25.25	23.75	3.87	70.43	1
CEV Multimedia, LLC	14.45	4.00	23.00	24.25	3.88	69.58	2
Certiport, a business of NCS Pearson, Inc.	14.70	0.05	24.50	25.00	4.63	68.88	3
Open Education and Development Group LLC	14.75	1.50	25.00	23.25	4.25	68.75	4
Pearson Education	14.80	0.05	24.75	24.75	4.25	68.60	5
Roxell EMT	16.86	1.50	21.00	21.25	3.50	64.11	6
Stukent CTE	17.65	1.50	21.25	19.25	3.13	62.78	7
Biitech Solutions	17.78	0.05	19.50	23.00	2.25	62.58	8
Natl Institute for Automotive Service Excellence	18.29	0.05	21.50	19.00	3.00	61.84	9
Pitsco Education	18.31	3.00	19.25	17.75	3.50	61.81	10
NOCTI	18.32	2.50	19.00	19.25	2.63	61.70	11
CareerSafe LLC	25.69	1.50	14.75	14.50	2.25	58.69	12
General Assembly Space, Inc	23.39	0.05	15.75	16.25	2.00	57.44	13
SolidProfessor	30.00	0.05	12.25	12.00	2.25	56.55	14

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Action: Consideration and Approval: Voting Alternate to TASB Delegate Assembly		
Board Policy: Policy BBD (Local)	District Priority: Priority 2	
Department: Board of Trustees		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation
Consideration and approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly.

Summary/Background
TASB's 2025 Delegate Assembly will be held September 12, 2025, during txEDCON25 in Houston. Attending Delegate Assembly gives the board the chance to participate in the democratic process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda, have the opportunity to interact with other board members in our region, and earn continuing education training credit.

Fort Bend Independent School District

Executive Summary

Regular Board Meeting		Meeting Date: August 18, 2025
Agenda Item Title: Review: Information and Discussion: Future Agenda Items		
Board Policy: BF (Local)	District Priority: Priority 2	
Department: Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

Recommendation

Summary/Background
<p>It is the Board's practice to discuss future meeting dates and agenda items at each Regular Business meeting of the Board of Trustees. As of the date this agenda was prepared, the following meetings are planned, along with the tentative agenda items listed (in addition to routine agenda items).</p>
<u>September 2025</u>
<ul style="list-style-type: none">• Information Items<ul style="list-style-type: none">○ 2026-27 Calendar Development Process Update○ Compensation Study • Consideration and Possible Action<ul style="list-style-type: none">○ Tax Rate Adoption○ Class Size Exception○ November Polling Locations○ 2025 TTESS Appraisers○ Fiscal and Budgetary Strategy○ Investment Strategy○ List of Bond Underwriters○ Staff Augmentation Service
<u>October 2025</u>
<ul style="list-style-type: none">• Information Items<ul style="list-style-type: none">○ TASA Literacy and Curriculum Audit

Fort Bend Independent School District

- Bond Update
- Consideration and Possible Action
 - Nomination of 2026 Houston-Galveston Area Council General Assembly
 - Fort Bend Central Appraisal District (CAD) Board of Directors Nomination
 - ReadySub Substitute Management System
 - District Improvement Plan
 - Campus Improvement Plans

Upcoming Reports and Major Agenda Items

- Long Range Boundary Planning Workshop
- BP030 Willowridge High School Renovation
- BOY Student Achievement Presentation
- ACFR Information
- IT Annual Report
- 2026 Bond Parameter Order

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff