

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

Monday, July 28, 2025

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This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Public Budget Hearing on Monday, July 28, 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 6
5. Superintendent Update
6. Board Activity Report
7. President's Update
8. Public Comment
9. Information
  - A. Student Achievement Update 8
  - B. Safety and Security Audit 22

10. Consent Agenda

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

**A. Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of 2023 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. **58**

**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. **65**

**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. **75**

**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. **121**

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. **123**

**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). **132**

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. **134**
- 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. **137**
- 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. **142**
- 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. **145**
- 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. **152**
- 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. **156**
- 7. School and Office Furniture, Related Items, and Services (RFP):** Consideration and approval for the purchase of school and office **159**

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 164  
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.

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

A. Deliberate 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

13. Consider Action on Closed Session Items

14. Action

**A. Lawn Maintenance, Landscaping Services and Related Items (RFP):** 171  
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.

**B. Districtwide Security Guard Services (RFP):** Consideration and 178  
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.

**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. 186

15. Future Meeting Discussion 198

16. Adjournment

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

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

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

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

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

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

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

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Recognition</b>		
<b>Board Policy:</b>	<b>District Priority:</b> Priority 2	
<b>Department:</b> 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

<b>Recommendation</b>
The Administration recommends that the Board recognize: <ul style="list-style-type: none"><li>• National Anthem performance from the music teacher at Madden Elementary</li><li>• Kempner High School Theatre troupe wins third place at the UIL State One-Act Play Contest</li><li>• Fort Bend ISD Communications Department wins National School Public Relations Association Golden Achievement Award</li></ul>

<b>Summary/Background</b>
National Anthem performance by music teacher, Beth El Gomez, from Madden Elementary.
Kempner High School's UIL One-Act Play production of scenes from Rabbit Hole by David Lindsay Abair, directed by Kempner's theatre directors Robert Archer and Crystal Smith, placed third at the 2025 UIL 5A State One-Act Play contest. This is Kempner's third trip to the state meet in five years, all with top three finishes. Seniors Isabella Fish and Miles Tanner won All-Star Cast awards for acting. Senior Lulani Maya was awarded Honorable Mention.
Fort Bend ISD Communications Department Multimedia team won the 2025 National School Public Relations Association Golden Achievement Award for district campaign "Fort Bend ISD Make Your Impact – Join Our Team". The award recognizes educational public relations programs and campaigns grounded in strategic communication best practices.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

# Fort Bend Independent School District

Submitted by:

Chassidy Olainu-Alade  
Chief Communications Officer

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Information: Student Achievement Update</b>		
<b>Board Policy: AIA (Legal)</b>	<b>District Priority: Priority 1</b>	
<b>Department:</b> 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

<b>Recommendation</b>

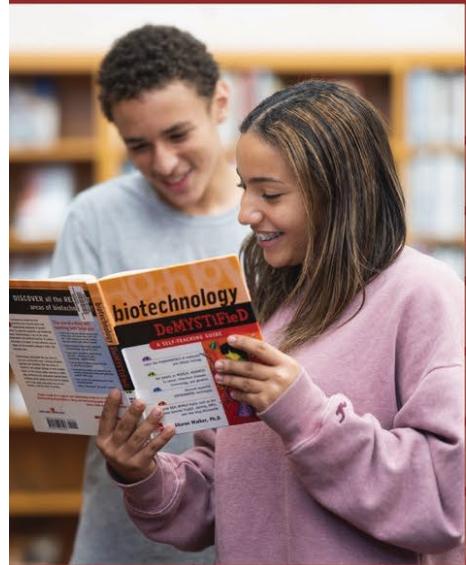
<b>Summary/Background</b>
Staff will present the 2025 STAAR results, highlighting key data and outcomes for our students. The presentation will focus on student performance, trends, and insights, with a look ahead to inform planning for the 2026 school year and beyond.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

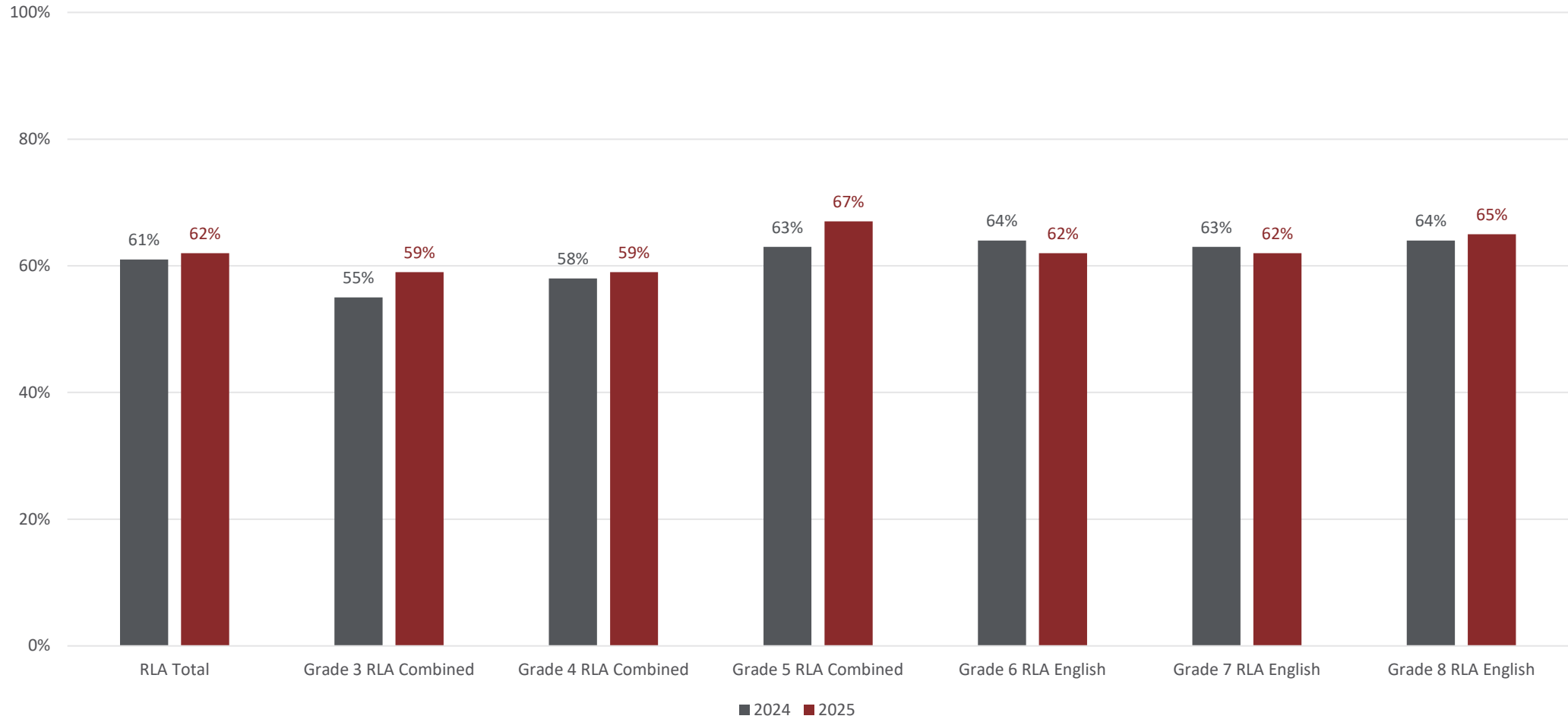
Dr. Adam Stephens  
Chief Academic Officer



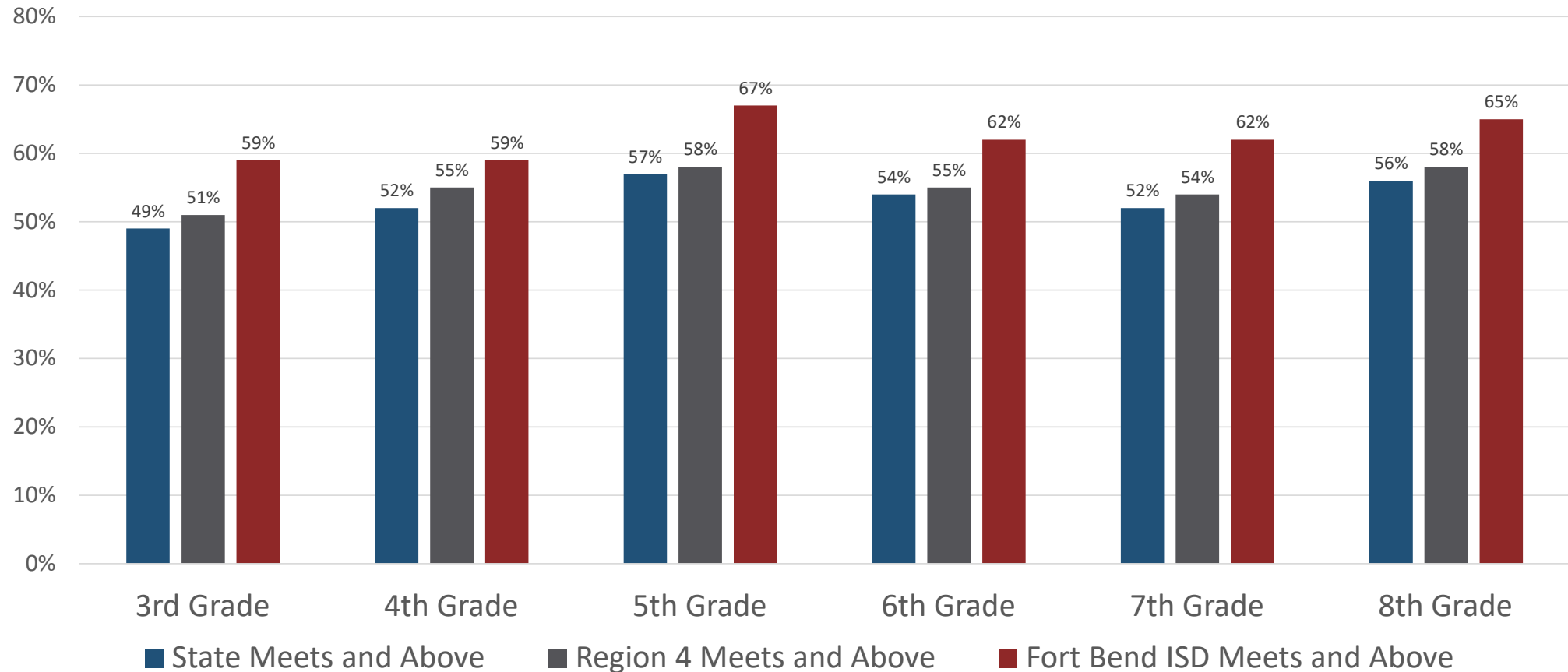
# 2025 Student Achievement Update



# Grades 3-8 Reading Language Arts Meets and Above

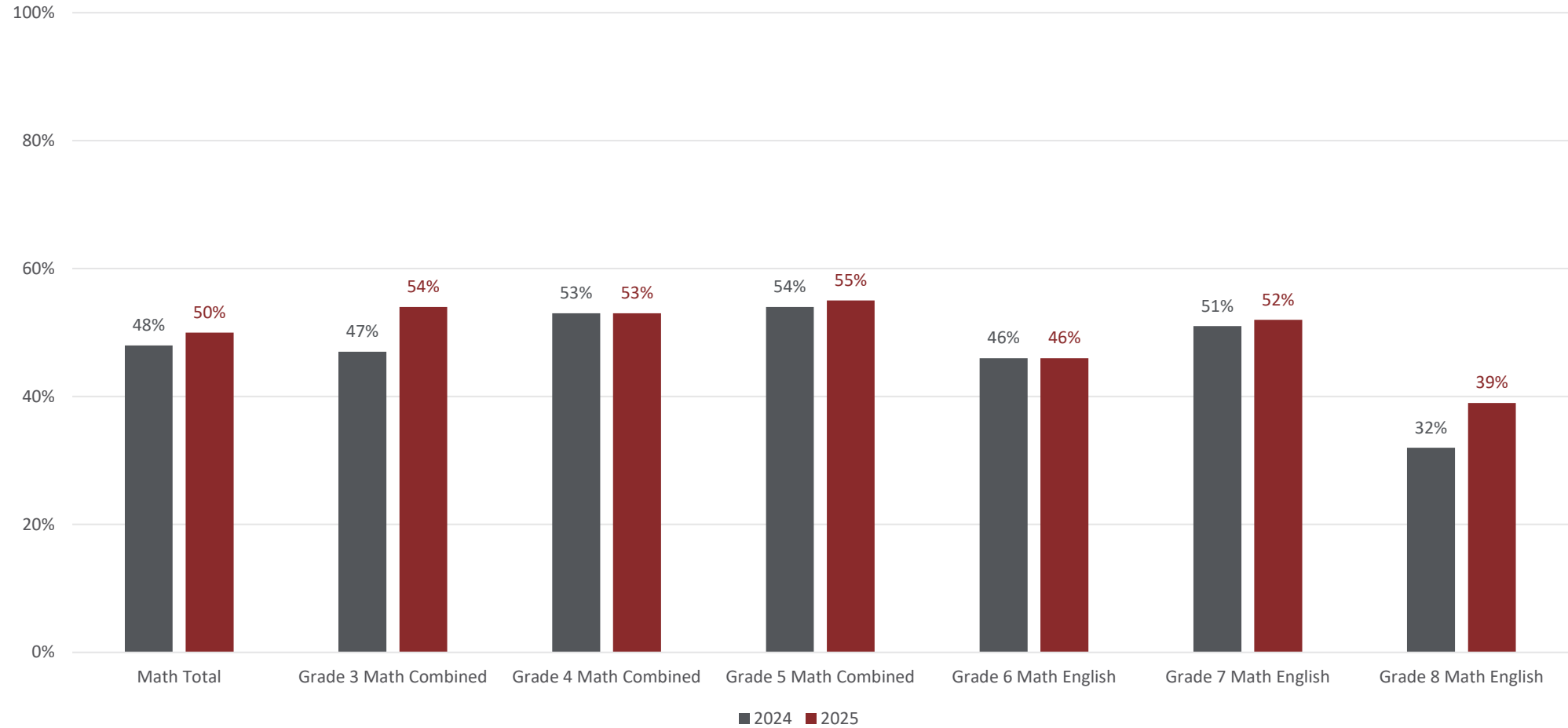


# Grades 3 – 8 Reading STAAR FBISD, Region & State

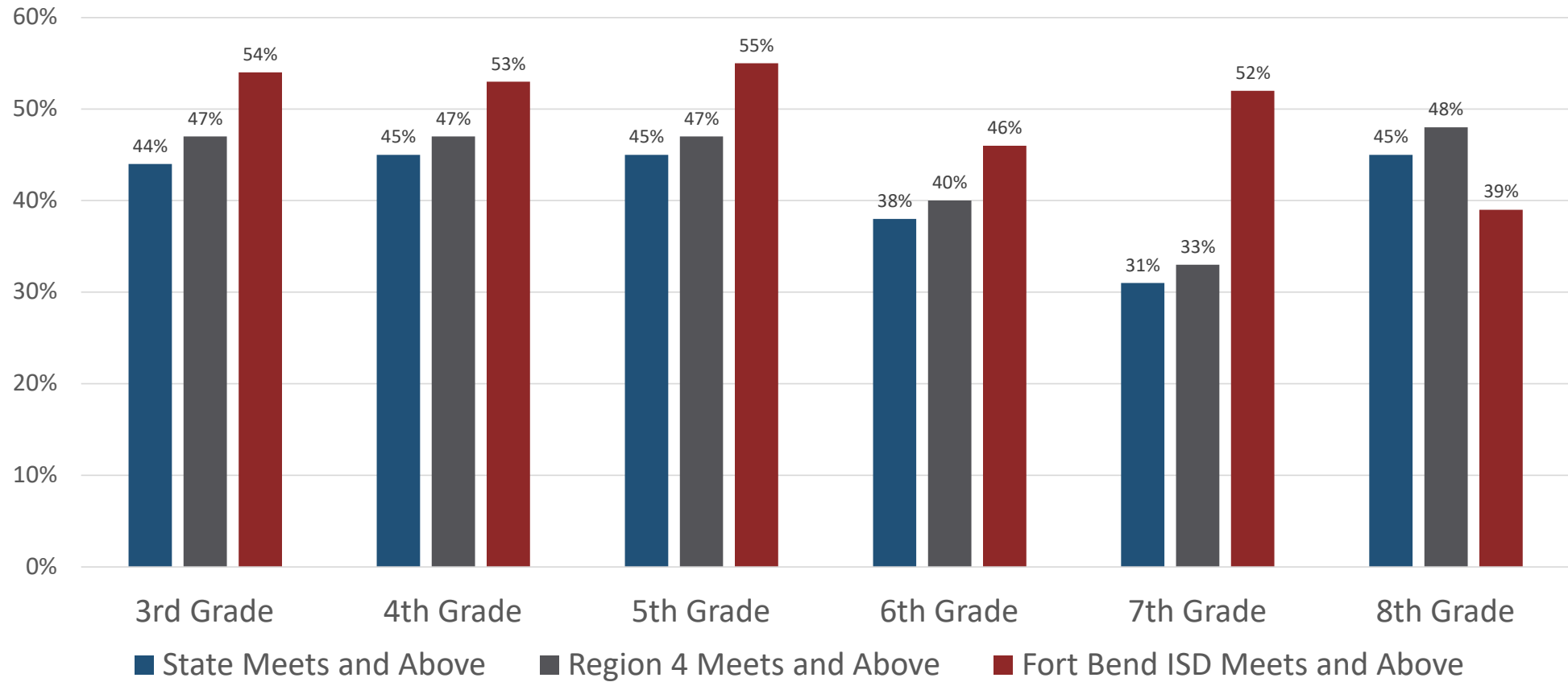


**FBISD surpassed Region 4 and Texas in ALL Reading assessments!**

# Grades 3-8 Mathematics Meets and Above

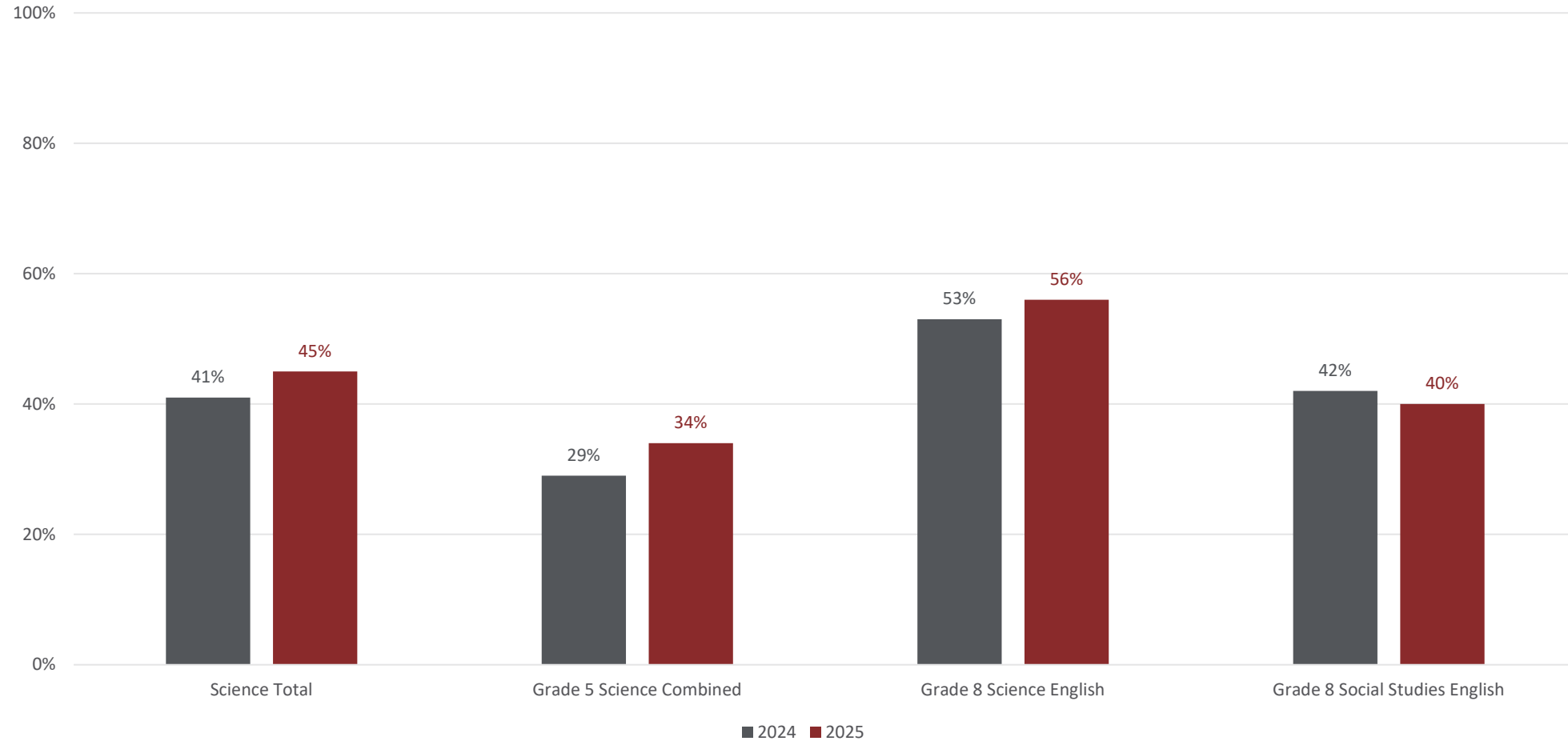


# Grades 3 – 8 Math STAAR FBISD, Region & State

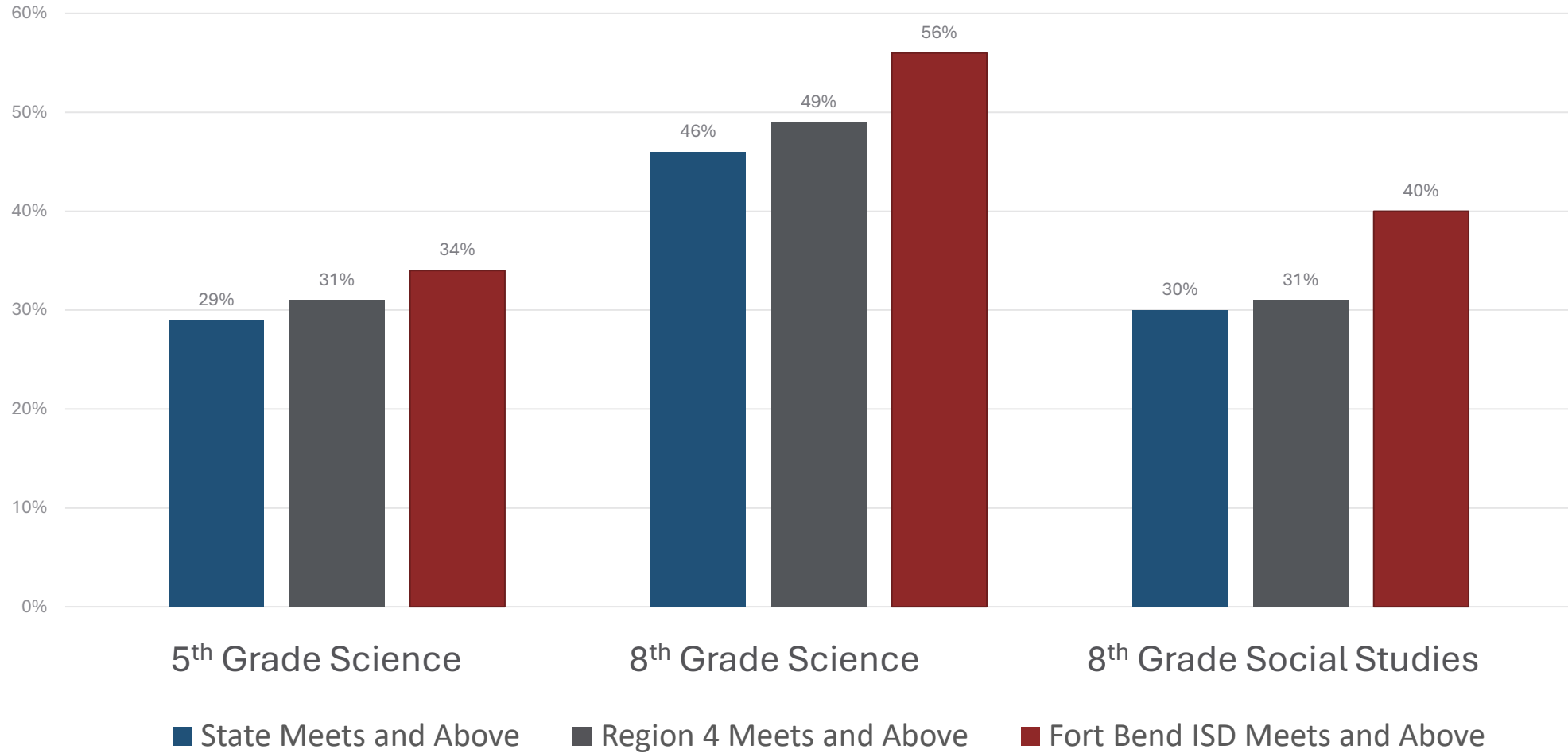


**FBISD surpassed Region 4 and Texas in 5 of 6 Math assessments!**

# Grades 5 and 8 Science and Social Studies Meets and Above



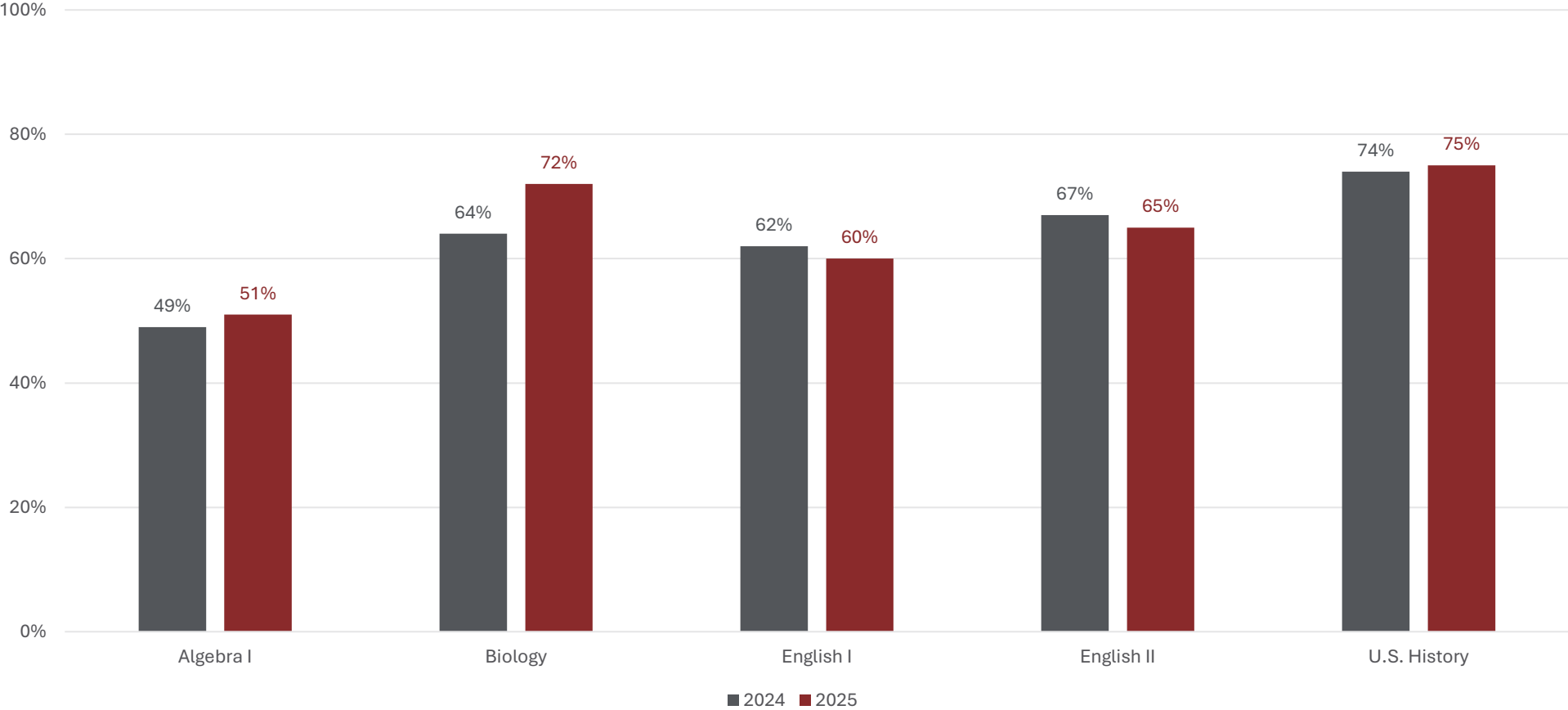
# Grades 5 and 8 Science and Social Studies FBISD, Region & State



15

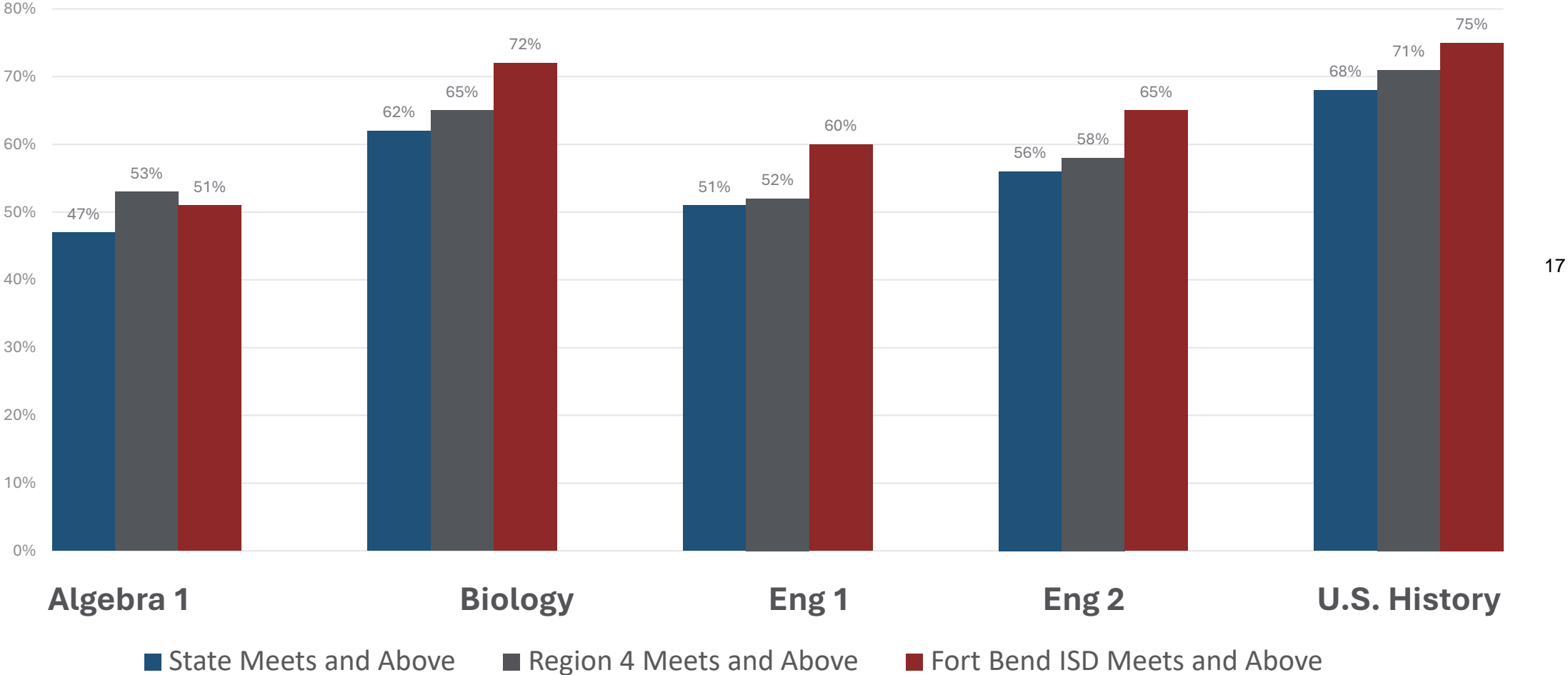
**FBISD surpassed Region 4 and Texas in both Science and Social Studies assessments!**

# EOC By Subject Meets and Above




# EOC By Subject Area

## FBISD, Region & State



**FBISD surpassed Region 4 and Texas in all subject areas!**



**19**

of the 20 identified schools  
saw gains in at least one content area

EXPECTATIONS  
INTENTIONALITY  
+ ACCOUNTABILITY

18

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**RESULTS**

**Focus & Measure Schools**



# Our Results are Speaking Loudly

## Here are the best elementary schools in Fort Bend ISD for STAAR scores

By **Elizabeth Sander, Anastasia Goodwin**, Staff writer  
July 3, 2025



District-wide, Fort Bend ISD's 79,000 students performed better on this year's STAAR student achievement tests than many other Houston area districts and above the state average.

## STAAR results: How Katy, Fort Bend, Cy-Fair and Conroe ISD middle and elementary schools performed

By **Elizabeth Sander**, Staff writer  
June 17, 2025



## Which districts saw STAAR growth?

Compared to 2024 scores, two districts saw large growth. Houston ISD students scored higher on all subjects except social studies, and Fort Bend ISD also saw large growth, with students scoring above 2024 performance in most subjects except social studies.



19

## Fort Bend ISD outperforms state peers in 18 of 20 standardized tests



By **Valeria Escobar** | 3:21 PM Jun 24, 2025 CDT  
Updated 7:34 PM Jun 24, 2025 CDT



## Fort Bend ISD projects growth in standardized test scores, career and college readiness for the 2024-25 school year



By **Valeria Escobar** | 4:04 PM Mar 6, 2025 CST  
Updated 4:04 PM Mar 6, 2025 CST



# So What, Now What



**Establish Priorities**



**Set Goals**



**Build Capacity**

20



**Provide Targeted Support**



**Conduct Progress Checks**

9



**Thank You**

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Information: Safety and Security Audit</b>			
<b>Board Policy: CKC (Legal)</b>		<b>District Priority: Priority 2</b>	
<b>Department: Police</b>			
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	

<b>Recommendation</b>

<b>Summary/Background</b>
<p>From October 22, 2024-November 21, 2024, trained safety auditors registered with the Texas School Safety Center conducted an on-site visit of Fort Bend Independent School District instructional and CTE facilities for a security/safety audit. The purpose of this service is to assist the school district in maintaining a proactive approach to safety and security for all students and staff and satisfy the requirement by Senate Bill 11 and TEC §37.108 for a safety audit once every three years.</p> <p>A brief review of the findings on each campus was verbally reported to the principal at the conclusion of each site visit and a full report of the audits was provided to the Emergency Management Coordinator.</p>

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Denys Rivas  
Emergency Management Coordinator

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Board of Trustees Meeting Minutes</b>			
<b>Board Policy: BE (Local)</b>		<b>District Priority: Priority 2</b>	
<b>Department: Legal</b>			
Are there related documents to be signed by the Board? YES			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates: <ul style="list-style-type: none"><li>• May 5, 2025 Called Meeting and Agenda Review</li><li>• May 12, 2025 Special Called Meeting – Canvassing the Election</li><li>• May 19, 2025 Special Called Meeting – Budget Workshop</li><li>• May 19, 2025 Regular Business Meeting</li><li>• June 9, 2025 Agenda Review Meeting</li><li>• June 23, 2025 Public Hearing Budget &amp; Tax Rate</li><li>• June 23, 2025 Regular Board Meeting</li></ul>

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Derrick Ward  
General Counsel

Minutes  
**Fort Bend ISD Board of Trustees**  
Called Meeting and Agenda Review  
May 5, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, May 5, 2025 beginning at 6:03 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/341683>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=684560>

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

Board Members Present

- Mr. Rick Garcia, Vice President
- Mr. David Hamilton, Secretary (Virtual)
- Mrs. Angie Hanan
- Mr. Adam Schoof – (Arrived in progress)
- Dr. Shirley Rose-Gilliam
- Ms. Sonya Jones

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
- Dr. Damian Viltz, Chief Operations Officer

Kim Schaub, Recording Secretary

Others Present

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

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

President Tassin called the meeting to order at 6:03 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law. President Tassin asked everyone to stand for the Pledge of Allegiance, led by Rick Garcia followed by a moment of silence.

### 3. Moment of Silence

### 4. Information

- A. Bond 2023 Overview
- B. Budget & Legislative Update

### 5. Public Comment

- Willie Rainwater thanked outgoing Board members and expressed concern on matters to be done right for the students of FBISD.
- Stacey Adston advocating for more inclusive compensation for paraprofessionals.
- Sharlene Fuller discussed the undervalue and salaries of paraprofessionals.

### 6. Closed Session

The Board convened in closed session at 7:34 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

### 7. Reconvene in Open Session

The Trustees reconvened in open session at 8:15 p.m.

### 8. Consider Action on Closed Session Items

- **MOTION by Mr. Garcia and SECONDED by Mrs. Jones** that the Board of Trustees recommend final board action for nonrenewal of James Ligon's term employment contract at the end of the contract year and to authorize the superintendent or his designee to notify Mt. Ligon in accordance with applicable law and policy.

#### **MOTION CARRIES: 7-0**

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

All those opposed: 0

- **MOTION by Mrs. Jones and SECONDED by Mrs. Hanan** that the Board of Trustees recommend final board action for nonrenewal of Katina Covington's term employment contract at the end of the contract year and to authorize the superintendent or his designee to notify Ms. Covington in accordance with applicable law and policy.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

9. Review

- A. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
  - March 17, 2025 Special Called Meeting
  - March 17, 2025 Called Meeting and Agenda Review
  - March 24, 2025 Public Hearing
  - March 24, 2025 Regular Business Meeting
  
- B. **Resolution Extending Depository Contract of Funds:** Consideration and approval of a resolution to extend the contract with Prosperity Bank as the District's depository for the period July 1, 2025, through June 30, 2027, in accordance with Section 45.205(b) of the Texas Education Code, as presented.
  
- C. **Date and Time for Public Hearing on 2025-26 Budget and Tax Rate:** Consideration and approval to set the date and time for the public meeting to discuss the proposed school district budget and proposed tax rates for the 2025-26 school year on June 23, 2025, beginning at 5:00 p.m. in the Board Room of the Fort Bend ISD Administration Building.
  
- D. **Budget Amendment Regarding Use of 2018 Bond Program Contingency Funds:** Consideration and approval for the use of 2018 Bond Program Contingency as proposed by Administration.
  
- E. **Budget Amendment Regarding Use of 2023 Bond Program Contingency Funds:** Consideration and approval for the use of 2023 Bond Program Contingency as proposed by Administration.
  
- F. **2025-26 Fort Bend ISD Annual Professional Learning Plan:** Consideration and approval of the 2025–26 FBISD Annual Professional Learning Plan.
  
- G. **Teacher Incentive Allotment Spending Plan:** Consideration and approval of the Fort Bend ISD Teacher Incentive Allotment Spending Plan.
  
- H. **Deletion, Adoption, and Revision of Policies BQA (Local), CAA (Local), CCA (Local), CDA (Local), EHBE (Local), and EIE (Local):** Consideration and approval of proposed deletion, adoption, and revision of local policies: BQA (Local), CAA (Local), CCA (Local), CDA (Local), EHBE (Local), and EIE (Local).
  
- I. **2025-2026 TEKS Certification:** Consideration and approval of the 2025-2026 TEKS Certification form and survey to TEA.
  
- J. **School Health Advisory Council Membership:** Consideration and approval of the 2025-26 School Health Advisory Committee (SHAC) membership roster.
  
- K. Review of proposed expenses that exceed \$50,000: Specifically for:

1. **25-025DE Student Recruitment and Retention Services (RFP):** Consideration and approval for the purchase of student recruitment and retention services from Caissa Public Strategy, LLC in an amount not-to-exceed \$1,449,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.
2. **Construction Services Agreement for HVAC-MEP East Zone 1 Renovations and Upgrades at Multiple Campuses (BP039):** Consideration and approval of a Construction Services Agreement with Prime Contractors for HVAC – MEP East Zone 1 Renovations and Upgrades at Multiple Campuses (BP039), for a not-to-exceed amount of \$10,085,000 and authorization for the Superintendent to negotiate and execute or terminate the agreements.
3. **25-048ZB Moving Services and Supplies (COOP):** Consideration and approval for the purchase of moving services and supplies from multiple vendors through multiple cooperative contracts in an amount not-to-exceed \$1,945,932 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.
4. **Portable Classroom Building Relocations, Installation, and Repairs for 2025-2026 School Year:** Consideration and approval to execute a Job Order Contract (JOC) with JR Thomas Group, Inc. to perform the necessary relocation, set up and repair for portable classroom buildings needed to support the 2025-26 school year; approval of a Design Services Agreement with MWA Architects; approval of the project budget of \$3,581,000 utilization of Bond 2018 Contingency funds; and authorization for the Superintendent to negotiate, execute or terminate the respective contracts.
5. **25-029AR Student Transportation Services (RFP):** Consideration and approval for the purchase of student transportation services from Student Transportation of America in an amount not to exceed \$31,650,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.
6. **25-023AL Food and Beverage for Vending and Beverages for Concessions and Athletics:** Consideration and approval for purchase of food and beverages for vending; bottled beverages for concessions and athletics from multiple vendors in an amount not to exceed \$500,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.
7. **25-030KB Medicaid/School Health and Related Services (SHARS):** Consideration and approval for the purchase of Medicaid/School Health and Related Services (SHARS) from Onward Learning LLC in an amount not to exceed five (5) percent of collected reimbursements over a five-year period, and authorization for the Superintendent to negotiate and execute the agreement through May 2030.

## 10. Action

## 11. Adjournment

Having no further business before the Board, MOTION was made by Mr. Garcia to adjourn the meeting at 8:38 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Special Called Meeting – Canvassing the Election  
May 12, 2025

A Board of Trustees Special Called Meeting Canvassing the Election was held on Monday, May 12, 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/342384>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=687345>

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

Board Members Present

Dr. Shirley Rose-Gilliam  
Ms. Sonya Jones

School Officials Present

Dr. Marc Smith, Superintendent of Schools  
Beth Martinez, Deputy Superintendent Chief of Staff

Kim Schaub, Recording Secretary

Others Present

Chris Gilbert, Interim General Counsel  
Molly Holub, Board Counsel

1. Meeting Called to Order

President Tassin called the meeting to order at 5:01 p.m. announcing the presence of a quorum under Texas Election Code § 67.004(a), and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Public Comment

3. Action Item

- A. Canvas the votes in the General Election on May 3, 2025, for Fort Bend ISD Trustee Positions 3 and 7.

Of the 297,931 registered voters in Fort Bend Independent School District, 24,525 ballots were cast.

The votes cast for Trustee, Position 3 are as follows:

	<b>Total</b>
<b>Angela Collins</b>	5,131
<b>Afshi Charania</b>	10,425
<b>Rick Garcia</b>	7,574

The votes cast for Trustee, Position 7 are as follows:

	<b>Total</b>
<b>Angie Wierzbicki</b>	8,709
<b>Allison Drew</b>	4,377
<b>Cheryl Anne Buford</b>	7,774

**MOTION by Mrs. Jones and SECONDED by Dr. Gilliam to approve the canvass.**

**MOTION CARRIES: 3-0**

All those in favor: Tassin, Gilliam, Jones

All those opposed: 0

4. Adjournment

Having no further business before the Board, **MOTION** was made by **Dr. Gilliam** to adjourn the meeting at 5:04 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Special Called Meeting – Budget Workshop  
May 19, 2025

A Board of Trustees Special Called Meeting was held on Monday, March 17, 2025, beginning at 5:02 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/343125>

A quorum of the Board of Trustees attended in-person at this location. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=687385>

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

Board Members Present

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

School Officials Present

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

Kim Schaub, Recording Secretary

Others Present

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

1. Meeting Called to Order

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

2. Information

A. 2025-26 Budget Update

3. Public Comment

4. Adjournment

Having no further business before the Board, **MOTION** was made by Mr. Hamilton to adjourn the meeting at 6:03 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Regular Business Meeting  
May 19, 2025

A Board of Trustees Regular Business Meeting was held on Monday, May 19, 2025 beginning at 6:14 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/343156>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=684561>

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

Board Members Present

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

School Officials Present

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

Kim Schaub, Recording Secretary

Others Present

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

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

President Tassin called the meeting to order at 6:14 p.m. announcing the presence of a quorum, that the meeting had been duly called and the notice posted for the time and matter required by law. President Tassin asked everyone to stand for the National Anthem, performed by the Lakeview Elementary School Choir. Following the performance, everyone was asked to remain standing for a moment of silence.

#### 4. Recognitions

The Board recognized several students and campuses including:

National Anthem performance by a choir ensemble from Lakeview Elementary directed by Michelle Sanchez, Choir Director.

Student Leadership 102 serves as a Board Student Leadership cohort with a focus on leadership development through engagement with local community organizations to understand advocacy and engage in service opportunities. Students serve as juniors in Student Leadership 101 and continue the program in Student Leadership 102 their senior year.

Senior student cohort members are:

**Austin High School**

Anushka Prabhu , Muhammad Moeed Haider, Rajan Parikh

**Bush High School**

Kenechukwu Obiekwe, Nia Campbell, Sarah Said

**Clements High School**

Abhiramee Gurunathan, Krish Advani

**Dulles High School**

Alwin Veliyathu, Austin Elam, Dylan Roberson

**Elkins High School**

Aaliya Patel, Clement Poon, Gabrielle Chaplin

**Hightower High School**

Cam'ron Phillips, Makenzi Henderson, Meleah Chatman

**Kempner High School**

Danny Vu, Isabella Martinez, Reyna Sandoval

**Marshall High School**

Alan Ramirez, Bemnet Alemayehu, Victoria Le

**Ridge Point High School**

Andrew Haugen, Gabrielle Chandler, Patricia Reilly

**Travis High School**

Aarav Amin, Christian Garcia, Vritika Singh

Student Voices Advisory Network (or Voices) serves as the Superintendent Student Advisory cohort to provide student perspective in how district decisions ultimately impact students. Students join the superintendent in district and community events to learn about the role of a superintendent and how these engagements support leadership in Fort Bend ISD.

Senior student cohort members are:

**Austin High School**

Elsa Syed, Thien Nguyen

**Bush High School**

Haojia Lu, Jeslyn Chang

**Clements High School**

Cohen Brown, Natalia Camelo, Sophia Jarlowe

**Elkins High School**

Amanda Shen, Joshua Suresh

**Hightower High School**

Adrienne Horton, Alayja Simmons, Lauren Walton, Mhyank Sekhar, Paresh Chotaliya

**Kempner High School**

Jacob Kahlil Marquez, Laiba Effendi

**Marshal High School**

Haniyah Syed

**Ridge Point High School**

Joshua George, Lauren Huye

**Travis High School**

Isabelle Desai, Jaden Butler, Maryam Ahmad

**Willowridge High School**

Alleisha Freeman

Jimmy Muhammad, a student from Kemper High School, won the Army Educational Outreach Program (AEOP) Veterans Appreciation Challenge through the AEOP and Future Engineers program. The challenge invited students across the world to design a unique 3D pin that celebrates U.S. military veterans. Jimmy’s winning design “Veterans Pin” encourages people to recognize, honor, and express gratitude to local veterans for their service.

Catheryn Liang, a student from Austin High School, won the U.S. Fish and Wildlife Service 2025 National Junior Duck Stamp Art contest. Catheryn’s winning artwork of a northern shoveler duck will be available for purchase through the U.S. Postal Service starting this June. The stamp will raise funds to educate and engage our nation’s youth in wildlife and wetlands conservation and outdoor recreation.

Fort Settlement Middle School Science Bowl team finished in second place at the National Science Bowl. The National Science Bowl is a nationwide academic competition organized by the U.S. Department of Energy’s Office of Science. The competition tests student’s knowledge in various science and math.

Science Bowl Team:

Aanya Patra

Isha Nambi

Krithik Manoharan

Ronit Chheda

Edward Huiteng Fu

Coach – Karen Staley, Assistant Coach – Forrest Peugnet

Eight Fort Bend ISD students were selected as Gold Seal winners at the Texas Art Educators Association’s Visual Art Scholastic Event (VASE) State contest. Winner artwork will be displayed across the state for one year.

Gold Seal winners:

Oluwatemilorun Longe - Bush HS

Sophia Oladugbagbe - Bush HS

Mingyi Li – Clements HS  
Anqi Yu – Clements HS  
Rebecca Zhang – Clements HS  
Laura Hong – Hightower HS  
Tessa Elmore - Marshall HS  
Brianna Ong - Ridge Point HS

## 5. Superintendent Update

## 6. Board Activity Report

## 7. Public Comment

- Darrin Hawthorne expressing his opinion regarding the decision on a grievance.
- Willie Rainwater expressing FBISD needing unity.
- Jimmy Lindemann expressing concerns of traffic control and pedestrian safety around campuses.
- Roxane Johnson expressing opposition to Level Three grievance recommendation.
- Regina Gardner welcomed newly elected Board of Trustees.
- Lola Charles-Washington expressed opposition to elimination of Math LAB.
- Reese Sterling expressing opposition to Level Three grievance recommendation

## 8.. Convene in Closed Session

The Board convened in closed session at 6:59 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. Consult with legal counsel regarding the hearing officer's recommendation on the Level Three FNG grievance appeal of Roxane J.
- B. Deliberate hearing officer's recommendation regarding the Level Three FNG grievance of Yen L.
- C. Deliberate assigning FNG parent grievance of Christie E to a Board hearing officer, or to schedule a future Board meeting to hear and consider the grievance.
- D. Deliberate to rescind the final action to non-renew K. Covington.

## 9. Reconvene in Open Session

The Board reconvened in open session at 7:23 p.m.

## 10. Consider Action on Closed Session Items

- **MOTION by Mrs. Jones and SECONDED by Mr. Garcia** that the Board of Trustees accept the hearing officer's recommendation concerning the Level Three FNG grievance of Yen L.

**MOTION CARRIES: 7-0**

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

All those opposed:

- **MOTION by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees assign the Level Three FNG parent complaint of Christie E. to the Board's designated hearing officer under Board Policy FNG(LOCAL).

**MOTION CARRIES: 7-0**

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

All those opposed:

- **MOTION by Dr. Gilliam and SECONDED by Mrs. Hanan** that the Board of Trustees rescind the Board's May 5, 2025 vote to take final action to nonrenew the contract of Katina Covington, due to the District's receipt of notice from TEA on May 7, 2025 of Ms. Covington's nonrenewal appeal. This motion will not impact the Board's April 14, 2025 vote to propose Ms. Covington's nonrenewal.

**MOTION CARRIES: 6-1**

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

All those opposed: Hanan

11. Action

- Deliberate the hearing officer's recommendation on the Level Three FNG grievance appeal of Roxane J.

- **MOTION by Mr. Hamilton and SECONDED by Mr. Garcia** that the Board of Trustees accept the hearing officer's recommendation concerning the Level Three FNG grievance of Roxane J.

**MOTION CARRIES: 6-1**

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

All those opposed: Jones

**MOTION by Dr. Gilliam and SECONDED by Mr. Hamilton** to reconsider the Board of Trustees vote on agenda item final action to nonrenew the contract of Katina Covington, due to the District's receipt of notice from TEA on May 7, 2025 of Ms. Covington's nonrenewal appeal. This motion will not impact the Board's April 14, 2025 vote to propose Ms. Covington's nonrenewal.

**MOTION CARRIES: 7-0**

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

All those opposed:

**MOTION by Dr. Gilliam and SECONDED by Mrs. Hanan** that the Board of Trustees rescind the Board's May 5, 2025 vote to take final action to nonrenew the contract of Katina Covington, due to the District's receipt of notice from TEA on May 7, 2025 of Ms. Covington's nonrenewal appeal. This motion will not impact the Board's April 14, 2025 vote to propose Ms. Covington's nonrenewal.

**MOTION CARRIES: 7-0**

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

All those opposed:

## 12. Information

### A. Cost Savings Audit

## 13. Consent Agenda

During discussion, the board requested that items 13.I, 13.K.1 and 13.K.5 be pulled from the consent agenda.

**MOTION made by Mr. Garcia and SECONDED by Dr. Gilliam** that the Board of Trustees approve Consent Agenda Items except 13.I, 13.K.1 and 13.K.5 as presented.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

- A. Board of Trustees Meeting Minutes: Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
  - March 17, 2025 Special Called Meeting
  - March 17, 2025 Called Meeting and Agenda Review
  - March 24, 2025 Public Hearing
  - March 24, 2025 Regular Business Meeting
- B. Resolution Extending Depository Contract of Funds: Consideration and approval of a resolution to extend the contract with Prosperity Bank as the District's depository for the period July 1, 2025, through June 30, 2027, in accordance with Section 45.205(b) of the Texas Education Code, as presented.
- C. Date and Time for Public Hearing on 2025-26 Budget and Tax Rate: Consideration and approval to set the date and time for the public meeting to discuss the proposed school district budget and proposed tax rates for the 2025-26 school year on June 23, 2025, beginning at 5:00 p.m. in the Board Room of the Fort Bend ISD Administration Building.
- D. Budget Amendment Regarding Use of 2018 Bond Program Contingency Funds: Consideration and approval for the use of 2018 Bond Program Contingency as proposed by Administration.
- E. Budget Amendment Regarding Use of 2023 Bond Program Contingency Funds: Consideration and approval for the use of 2023 Bond Program Contingency as proposed by Administration.
- F. 2025-26 Fort Bend ISD Annual Professional Learning Plan: Consideration and approval of the 2025–26 FBISD Annual Professional Learning Plan.
- G. Teacher Incentive Allotment Spending Plan: Consideration and approval of the Fort Bend ISD Teacher Incentive Allotment Spending Plan.
- H. Deletion, Adoption, and Revision of Policies BQA (Local), CAA (Local), CCA (Local), CDA (Local), EHBE (Local), and EIE (Local): Consideration and approval of proposed deletion, adoption, and revision of local policies: BQA (Local), CAA (Local), CCA

(Local), CDA (Local), EHBE (Local), and EIE (Local).

- I. 2025-2026 TEKS Certification: Consideration and approval of the 2025-2026 TEKS Certification form and survey to TEA.
- J. School Health Advisory Council Membership: Consideration and approval of the 2025-26 School Health Advisory Committee (SHAC) membership roster.
- K. Consideration and approval of proposed expenses that exceed \$50,000: Specifically for:
  1. 25-025DE Student Recruitment and Retention Services (RFP): Consideration and approval for the purchase of student recruitment and retention services from Caissa Public Strategy, LLC in an amount not-to-exceed \$1,449,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.
  2. Construction Services Agreement for HVAC-MEP East Zone 1 Renovations and Upgrades at Multiple Campuses (BP039): Consideration and approval of a Construction Services Agreement with Prime Contractors for HVAC – MEP East Zone 1 Renovations and Upgrades at Multiple Campuses (BP039), for a not-to-exceed amount of \$10,085,000 and authorization for the Superintendent to negotiate and execute or terminate the agreements.
  3. 25-048ZB Moving Services and Supplies (COOP): Consideration and approval for the purchase of moving services and supplies from multiple vendors through multiple cooperative contracts in an amount not-to-exceed \$1,945,932 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.
  4. Portable Classroom Building Relocations, Installation, and Repairs for 2025-2026 School Year: Consideration and approval to execute a Job Order Contract (JOC) with JR Thomas Group, Inc. to perform the necessary relocation, set up and repair for portable classroom buildings needed to support the 2025-26 school year; approval of a Design Services Agreement with MWA Architects; approval of the project budget of \$3,581,000 utilization of Bond 2018 Contingency funds; and authorization for the Superintendent to negotiate, execute or terminate the respective contracts.
  5. 25-029AR Student Transportation Services (RFP): Consideration and approval for the purchase of student transportation services from Student Transportation of America in an amount not to exceed \$31,650,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.
  6. 25-023AL Food and Beverage for Vending and Beverages for Concessions and Athletics: Consideration and approval for purchase of food and beverages for vending; bottled beverages for concessions and athletics from multiple vendors in an amount not to exceed \$500,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.
  7. 25-030KB Medicaid/School Health and Related Services (SHARS): Consideration and approval for the purchase of Medicaid/School Health and Related Services (SHARS) from Onward Learning LLC in an amount not to exceed five (5) percent of collected reimbursements over a five-year period, and authorization for the Superintendent to negotiate and execute the agreement through May 2030.

Action on Items Removed from the Consent Agenda

- **13.I 2025-2026 TEKS Certification:** Consideration and approval of the 2025-2026 TEKS Certification form and survey to TEA.

**MOTION by Mr. Garcia and SECONDED by Mrs. Hanan** that the Board of Trustees approve Agenda Item 13.I as presented.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

- **13.K.1 25-025DE Student Recruitment and Retention Services (RFP):** Consideration and approval for the purchase of student recruitment and retention services from Caissa Public Strategy, LLC in an amount not-to-exceed \$1,449,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.

**MOTION by Mr. Garcia and SECONDED by Mrs. Hanan** that the Board of Trustees approve Agenda Item 13.K.1 as presented.

**MOTION CARRIES: 5-2**

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

All those opposed: Hamilton, Schoof

- **13.K.5 25-029AR Student Transportation Services (RFP):** Consideration and approval for the purchase of student transportation services from Student Transportation of America in an amount not to exceed \$31,650,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.

**MOTION by Mr. Garcia and SECONDED by Dr. Gilliam** that the Board of Trustees approve Agenda Item 13.K.5 as presented.

**MOTION CARRIES: 7-0**

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

All those opposed:

14. Action

- A. Delegation of Authority to Appoint and Approve Administrator Contracts: Consideration and approval to delegate authority to the Superintendent to appoint and approve contracts of employment for campus principals and district administrators at the director level and above, for the 2025-26 school year through August 12, 2025.

**MOTION made by Mr. Garcia and SECONDED by Dr. Gilliam** that the Board of Trustees approve Action Item 14.A - Delegation of Authority to Appoint and Approve Administrator Contracts as presented.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

- B. Naming for Middle School 16: Consideration and approval of school naming for Middle School 16.

**MOTION made by Mr. Garcia and SECONDED by Dr. Gilliam** that the Board of Trustees approve Action Item 14.B - Naming of Middle School 16 as presented.

**MOTION CARRIES: 5-2**

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

All those opposed: Hamilton, Jones

C. Resolution in Support of House Bill 2: Consideration and approval of Fort Bend Independent School District Resolution in support of House Bill 2.

**MOTION made by Mr. Garcia and SECONDED by Mrs. Hanan** that the Board of Trustees approve Action Item 14.C - Resolution in Support of House Bill 2 as presented.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

D. Cost Savings Audit: Consideration and approval to accept the Gibson Cost Savings Audit.

**MOTION made by Mr. Garcia and SECONDED by Mrs. Jones** that the Board of Trustees approve Action Item 14.D - Cost Savings Audit as presented.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

15. Recognition of Outgoing Trustees

16. Administer Oath of Office to Newly-Elected Trustees

17. Convene in Closed Session

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

A. Deliberate selection of Board Officers

18. Reconvene in Open Session

Kristin Tassin reconvened the meeting in open session at 12:05 a.m.

A. Election of Board Officers

- Mrs. Jones **NOMINATED** Kristin Tassin for Board President.

**MOTION CARRIES: 7-0**

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

All those opposed: 0

- Mrs. Wierzbicki **NOMINATED** Angie Hanan for Board Vice President, with a **SECOND** by Mrs. Jones.

**MOTION CARRIES: 6-1**

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

All those opposed: Schoof

- Mrs. Hanan **NOMINATED** Dr. Shirley Rose-Gilliam for Board Secretary, with a **SECOND** by Mrs. Jones.

**MOTION CARRIES: 6-1**

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

All those opposed: Schoof

19. Adjournment

Having no further business before the Board, **MOTION** was made by Mrs. Jones to adjourn the meeting at 12:07 a.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Called Meeting and Agenda Review  
June 9, 2025

A Board of Trustees Called Meeting and Agenda Review was held on Monday, June 9, 2025 beginning at 6:02 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/345123>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=689319>

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 (left in progress)
- Ms. Sonya Jones (left in progress)
- 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.-2. Meeting Called to Order

President Tassin called the meeting to order at 6:02 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter

required by law. 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. Legislative and Budgetary Update

### 4. Public Comment

- Tammy Marino spoke about the resignation of Trustee Jones.
- Kym McMorries spoke about the resignation of Trustee Jones.
- Kristen Malone spoke about the resignation of Trustee Jones.

### 5. Closed Session

The Board convened in closed session at 8:14 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.

### 6. Reconvene in Open Session

The Trustees reconvened in open session at 9:47 p.m.

### 7. Consider Action on Closed Session Items

- No Action taken on Closed Session items.

A Statement was made by President Tassin: Following deliberation by the Board related to the resignation of Trustee Jones, as Board President, I acknowledge Trustee Jones resignation. I will include a process for appointment to fill the Position, Position 5, at the June 23<sup>rd</sup>, 2025, Regular Board Meeting.

### 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:
  - April 7, 2025 Special Called Meeting – Listening Tour
  - April 7, 2025 Called Meeting and Agenda Review
  - April 14, 2025 Regular Business Meeting
- B. 3rd Quarter 2024-25 Financials: Consideration and approval of the third quarter 2024-2025 Financial Report.

- C. 2025-26 Budget Adoption: Consideration and approval of the 2025-26 General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599) budgets as presented in the Fiscal Year 2025-26 budget document.
- D. 2024-25 Budget Amendment: Consideration and approval of General Fund, Debt Service Fund and National School Breakfast and Lunch Fund budget amendments for 2024-2025.
- E. Fund Balance Resolution: Consideration and approval of the committed fund balance resolution.
- F. Cellular Tower Lease Agreement Baines Middle School: Consideration and approval for an amendment to easement and assignment agreement with PTI US Towers II, LLC for the purpose of expanding the existing cell tower at Baines Middle School.
- G. Cellular Tower Lease Agreement Crockett Middle School: Consideration and approval of an easement and assignment agreement with Diamond Towers V LLC for the purposes of a cell tower at Crockett Middle School.
- H. 2024-2025 Low Attendance Waiver: Consideration and approval of low attendance waiver and granting the superintendent authority to approve and submit all necessary waiver requests for the 2024-2025 school year.
- I. 2025-2026 Student Code of Conduct: Consideration and approval of the Student Code of Conduct for the 2025-2026 school year.
- J. Review of proposed expenses that exceed \$50,000: Specifically for:
  - 1. Paper, Printing, Supplies and Related Items: Consideration and approval for the purchase of paper, printing supplies, and related items from multiple vendors in an amount not to exceed \$1,500,000 and authorization for the Superintendent to negotiate and execute the agreements through July 2030.
  - 2. School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation (COOP): Consideration and approval for the purchase of School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation coverages under the Interlocal Participation Agreement with Texas Association of School Boards (TASB) Risk Management Fund in an amount not to exceed \$6,700,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.
  - 3. Employee Voluntary Benefits (Dental, Vision, Short-Term Disability, Long-Term Disability, Basic Life/AD&D, and Voluntary Life/AD&D): Consideration and approval for the continued offering of employee voluntary benefits from multiple vendors in an amount not to exceed \$52,278,015 and authorization for the Superintendent to negotiate and execute the agreements through December 2030.
  - 4. Construction Services for Bush High School Renovations (BP031): Consideration and approval of a Construction Services Agreement with Bass Construction for Bush High School Renovations Project (BP031) for a not-to-exceed amount of

\$14,651,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

5. BP032 Hightower HS Renovations: Consideration and approval of an increase to the construction services agreement with Job Order Contractor (JOC) E Contractors USA, LLC for replacement of a chiller at Hightower High School (HHS) Central Plant (BP032) for additional funds in the amount of \$225,000 for a revised not-to-exceed construction contract amount of \$875,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.
6. Instructional Resources (Supplemental): Consideration and approval for the purchase of Instructional Resources, to add multiple vendors, and to increase the existing contract by \$15,000,000 for a total not to exceed amount of \$30,000,000, and authorization for the Superintendent to negotiate and execute the agreements through June 2027.
7. 25-037LB Library Books, eBooks, Audio Visual Media, and Related Items: Consideration and approval for the purchase of library books, eBooks, audio visual media, and related Items from multiple vendors through various cooperative contracts in an amount not to exceed \$12,500,000 and authorization for the Superintendent to negotiate and execute the agreements through September 2030.
8. 25-036CT Library Media Resource Services (RFP): Consideration and approval for the purchase of Library Media Resource Services from The Library Corporation (TLC) in an amount not to exceed \$430,000 and authorization for the Superintendent to negotiate and execute the agreement through May 2030.
9. UT OnRamps Program (COOP): Consideration and approval for purchase of the UT OnRamps program from the University of Texas at Austin in an amount not to exceed \$550,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2026.
10. Fine Arts Consultants and Clinicians (Increase): Consideration and approval to increase the existing contract awarded under 23-004KB Fine Arts Consultants and Clinicians by \$1,000,000 for a total not to exceed amount of \$3,500,000, to continue purchasing Fine Arts Consultant and Clinician services through January 2028.
11. Physical Education (PE) and Athletic Supplies, Equipment, and Related Items (Increase): Consideration and approval to increase the existing contract awarded under 23- 061AL Physical Education (PE) and Athletic Supplies, Equipment, and Related Items by \$2,585,499 for a total not to exceed amount of \$4,320,899 to continue purchasing Physical Education (PE) and Athletic Supplies, Equipment, and related items through October 2028.
12. 25-055KB Athletic Training, Medical Support, and Related Services (RFQ): Consideration and approval to partner with Houston Methodist Hospital for Athletic Training, Medical Support, and Related Services in an amount not to exceed \$2,890,000 and authorization for the Superintendent to negotiate and execute the agreement through June 2030.

## 9. Action

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** to approve Action items A, B and C as presented.

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** to withdraw the motion to approve Action items A, B and C as presented.

- A. Amendment Regarding Use of 2014 Bond Program Contingency Funds:  
Consideration and approval to amend the 2014 Bond Program Contingency Funds as proposed.

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees approve amend the 2014 Bond Program Contingency Funds as proposed.

**MOTION CARRIES: 5-0**

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

All those opposed: 0

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

**MOTION made by Mrs. Hanan and SECONDED by Mr. Schoof** that the Board of Trustees approve the use of 2014 Bond Program Contingency Funds for the Facility Condition Index Audit (FCI).

**MOTION CARRIES: 5-0**

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

All those opposed: 0

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

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees approve the use of 2014 Bond Program Contingency Funds for Major Maintenance.

**MOTION CARRIES: 5-0**

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

All those opposed: 0

## 10. Adjournment

Having no further business before the Board, **MOTION** was made by Mr. Schoof to adjourn the meeting at 10:13 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Public Hearing Budget & Tax Rate  
June 23, 2025

A Board of Trustees Public Hearing on Budget and Tax Rate was held on Monday, June 23, 2025 beginning at 5:01 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/346470>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=693751>

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

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 5:01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

## 2. 2025-26 Budget and Proposed Tax Rate

- A. Receive information on the Proposed 2025-26 School District Budget, the Proposed Debt Service Tax Rate, and the Proposed Maintenance & Operations Tax Rate for the year 2025 and receive comments and taxpayer's views.

## 3. Public Comment

## 4. Adjournment

Having no further business before the Board, **MOTION** was made by Mrs. Hanan to adjourn the meeting at 5:11p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

Minutes  
**Fort Bend ISD Board of Trustees**  
Regular Business Meeting  
June 23, 2025

A Board of Trustees Regular Business Meeting was held on Monday, June 23, 2025 beginning at 6:01 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at <https://www.fortbendisd.com/boardmeetinglivestream>.

The meeting was recorded as required by law, and the recording is available to the public at: <https://fortbendisd.new.swagit.com/videos/346478>

The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Agenda/649?meeting=693751>

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

Board Members Present

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

School Officials Present

Dr. Marc Smith, Superintendent of Schools  
Beth Martinez, Deputy Superintendent Chief of Staff  
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

Kim Schaub, Recording Secretary

Others Present

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

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

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

Maninantan, music teacher at Barbara Jordan Elementary. Following the performance, everyone was asked to remain standing for a moment of silence.

#### 4. Recognitions

National Anthem performance by music teacher, Kyle Maninantan, from Barbara Jordan Elementary.

Robert Zhang, a student from Elkins High School, won first place in the UIL Domestic Extemporaneous Speaking State Competition. Students who participate in this competition deliver speeches on a current event topic related to domestic issues in the United States, such as politics, education, the economy, social issues, or laws. A special thank you to sponsors Bonnie Bonnette and Andrew Burgos.

Falisha Raval, a student from Dulles High School, won first place at the Texas History Day competition. The win was for senior individual documentary category for her documentary Church Rock Spill: Rights Denied, Responsibilities Neglected. A special thank you to sponsor Casey Johnston.

Tavishi Sinha, a student from Dulles High School, won first place in the Environmental Engineering category at the Texas Science and Engineering Fair. A special thank you to her coach Kristin Matthew. And from Travis High School, students, Sai Spoothi and Jiya Joshi placed second in the Robotics and Intelligent Machines category. Thank you to their coach Matthew Hindmarch.

Dulles High School's Academic Decathlon team won second place overall at the Texas Academic Decathlon competition. Members of the team:

- Sriram Surl, who was also awarded second place in essay and interview
- Alex He, who was also awarded second place in math and music
- Anaya Pathak, who was also awarded second place in economics, literature, and math
- Grace Yu, who was also awarded first place in music
- Suleyman Bashir, who was also awarded first place in interview and social science, second place in literature and science
- Landyn Pruitt
- Sreela Gutha
- Justin Jiang, who was also awarded second place in social science
- Lisa Gallegos
- Coaches Madison Buitron and Andrew Hartman
- Assistant Coaches Casey Johnson and Mark Rosenbalm

Several Fort Bend ISD students won at the UIL Academic State tournament. These contests build upon the academic skills developed in the classroom and offer students an opportunity to stretch their talents.

From Clements High School

- Kevin Chen, first place in Number Sense; coach Maria Garcia
- Christopher Pontiff, first place in Current Issues & Events
- Christopher Pontiff, Emily Han, Joshua Pietsch and Arthur Zhou, first place in Group Current Issues & Events

- Tarun Muruganandham, second place in Literacy Criticism, coach Kelsey Bates  
From Dulles High School
- Cosmo Wu, first place in Chemistry, coach Marilupe Hren
- From Elkins High School
- Varrun Athis Rajh, first place in Biology, coach Anthony Lau
- Eric Li, first place in Mathematics and second place in Calculator Applications, coach William Corrington.

Destination Imagination State and Global competition offers open-ended academic challenges that spark student creativity in STEM, fine arts and service leading.

Teams who placed at the State Finals are:

- Team 6th Dimension, made up of students from Clements High School, Dulles High School and Austin High School, were awarded first place in the senior level engineering challenge.
  - Members are Rishabh Aggarwal, Rithik Aggarwal, Anshul Jhaveri, Suhani Sawant, Aaril Shah, and Shivani Shunderamoorthi. Team managers are Jigisha Doshi and Linda Christensen.
- Team Trailblazers from Dulles High School were awarded first place in the senior level technical challenge.
  - Members are Rishaan Chanana, Vivaan Joshi, Sowmith Kolla, Ethan Light, Rohan Pandurangi, Rian Shanka, and Shivansh Shukla. Team manager is Beena Hemkar.
- Team Smart Sharks from Dulles High School and Clements High School were awarded second place in the senior level scientific challenge.
  - Members are Rishi Eti, Viraj Gorijala, Vrishni Krishnan, Chinhitha Pampupapati. Team managers are Vedha Sampath and Birundha Varatharajan.

Teams who placed at the Global Finals are:

- Team IncreDible Rockstars from Cornerstone Elementary were awarded first place in the elementary-level service-learning challenge.
  - Members are Aadit Chanana, Bhavi Dave, Lamiyah Gurji, Arjun Heblkar, Samarth Sista, and Anvita Vadla. Team manager is Sriharsha Sista.
- Team Mechanical Cheetahs from Quail Valley Middle School were awarded second place in the middle-level engineering challenge.
  - Members are Shaheer Azim, Ayaan Dhedhi, Nokhil Erukulla, Raghav Pandurangi, Dheve Sudheer, Tarun Sundaram, and Neil Tyagi. Team managers are Rashmi Pandurangi and Mariyah Dhedhi.

Kempner High School's UIL One-Act Play production of scenes from Rabbit Hole by David Lindsay Abair, directed by Kempner's theatre directors Robert Archer and Crystal Smith, placed third at the 2025 UIL 5A State One-Act Play contest. This is Kempner's third trip to the state meet in five years, all with top three finishes. Seniors Isabella Fish and Miles Tanner won All-Star Cast awards for acting. Senior Lulani Maya was awarded Honorable Mention.

Sophie Wang, a student at Clements High School, placed second in the 6A Marketing Design competition at the 2025 UIL State Theatrical Design Contest. Sophie's marketing design for the script, Axoloris, the Musical by Sean Mendelson, will travel across Texas for the next calendar year, appearing at various conferences and events. A special thank you to teacher Gavin Munday.

## 5. Superintendent Update

6. Board Activity Report

7. Public Comment

- Marilyn Moore welcomed the new Trustees and thanked the Trustees that attended SL95.
- Deric Dawson spoke regarding instructional coaches' compensation equaling teachers' pay related to the compensation plan.
- Kym McMorries spoke in opposition to budget adoption and advocated more transparency needed from the district.
- Adeel Akhtar spoke regarding the community need for more trust in the district.

8. Information

- A. Annual Enrollment Review and Long-Range Boundary Planning Update
- B. Special Populations Update
- C. Intruder Detection Report

9. Consent Agenda

Superintendent, Dr. Smith, requested that the Board remove items 9.E and 9.F from the consent agenda and be presented at a future meeting.

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees approve Consent Agenda Items except 9.E and 9.F as presented.

**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:
  - April 7, 2025 Special Called Meeting – Listening Tour
  - April 7, 2025 Called Meeting and Agenda Review
  - April 14, 2025 Regular Business Meeting
- B. **3rd Quarter 2024-25 Financials:** Consideration and approval of the third quarter 2024-2025 Financial Report.
- C. **2024-25 Budget Amendment:** Consideration and approval of General Fund, Debt Service Fund and National School Breakfast and Lunch Fund budget amendments for 2024-2025.
- D. **Fund Balance Resolution:** Consideration and approval of the committed fund balance resolution.
- E. **Cellular Tower Lease Agreement Baines Middle School:** Consideration and approval for an amendment to easement and assignment agreement with PTI US Towers II, LLC

for the purpose of expanding the existing cell tower at Baines Middle School.

- F. **Cellular Tower Lease Agreement Crockett Middle School:** Consideration and approval of an easement and assignment agreement with Diamond Towers V LLC for the purposes of a cell tower at Crockett Middle School.
- G. **2024-2025 Low Attendance Waiver:** Consideration and approval of low attendance waiver and granting the superintendent authority to approve and submit all necessary waiver requests for the 2024-2025 school year.
- H. **2025-2026 Student Code of Conduct:** Consideration and approval of the Student Code of Conduct for the 2025-2026 school year.
- I. Consideration and approval of proposed expenses that exceed \$50,000: Specifically for:
  - 1. **Paper, Printing, Supplies and Related Items:** Consideration and approval for the purchase of paper, printing supplies, and related items from multiple vendors in an amount not to exceed \$1,500,000 and authorization for the Superintendent to negotiate and execute the agreements through July 2030.
  - 2. **School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation (COOP):** Consideration and approval for the purchase of School Liability, Privacy & Information Security, Auto Liability, Auto Physical Damage, Violent Acts and Excess Workers' Compensation coverages under the Interlocal Participation Agreement with Texas Association of School Boards (TASB) Risk Management Fund in an amount not to exceed \$6,700,000 and authorization for the Superintendent to negotiate and execute the agreements through June 2030.
  - 3. **Employee Voluntary Benefits (Dental, Vision, Short-Term Disability, Long-Term Disability, Basic Life/AD&D, and Voluntary Life/AD&D):** Consideration and approval for the continued offering of employee voluntary benefits from multiple vendors in an amount not to exceed \$52,278,015 and authorization for the Superintendent to negotiate and execute the agreements through December 2030.
  - 4. **Construction Services for Bush High School Renovations (BP031):** Consideration and approval of a Construction Services Agreement with Bass Construction for Bush High School Renovations Project (BP031) for a not-to-exceed amount of \$14,651,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.
  - 5. **BP032 Hightower HS Renovations:** Consideration and approval of an increase to the construction services agreement with Job Order Contractor (JOC) E Contractors USA, LLC for replacement of a chiller at Hightower High School (HHS) Central Plant (BP032) for additional funds in the amount of \$225,000 for a revised not-to-exceed construction contract amount of \$875,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

6. **Instructional Resources (Supplemental):** Consideration and approval for the purchase of Instructional Resources, to add multiple vendors, and to increase the existing contract by \$15,000,000 for a total not to exceed amount of \$30,000,000, and authorization for the Superintendent to negotiate and execute the agreements through June 2027.
7. **25-037LB Library Books, eBooks, Audio Visual Media, and Related Items:** Consideration and approval for the purchase of library books, eBooks, audio visual media, and related Items from multiple vendors through various cooperative contracts in an amount not to exceed \$12,500,000 and authorization for the Superintendent to negotiate and execute the agreements through September 2030.
8. **25-036CT Library Media Resource Services (RFP):** Consideration and approval for the purchase of Library Media Resource Services from The Library Corporation (TLC) in an amount not to exceed \$430,000 and authorization for the Superintendent to negotiate and execute the agreement through June 2030.
9. **UT OnRamps Program (COOP):** Consideration and approval for purchase of the UT OnRamps program from the University of Texas at Austin in an amount not to exceed \$550,000 and authorization for the Superintendent to negotiate and execute the agreement through August 2026.
10. **Fine Arts Consultants and Clinicians (Increase):** Consideration and approval to increase the existing contract awarded under 23-004KB Fine Arts Consultants and Clinicians by \$1,000,000 for a total not to exceed amount of \$3,500,000, to continue purchasing Fine Arts Consultant and Clinician services through January 2028.
11. **Physical Education (PE) and Athletic Supplies, Equipment, and Related Items (Increase):** Consideration and approval to increase the existing contract awarded under 23- 061AL Physical Education (PE) and Athletic Supplies, Equipment, and Related Items by \$2,585,499 for a total not to exceed amount of \$4,320,899 to continue purchasing Physical Education (PE) and Athletic Supplies, Equipment, and related items through October 2028.
12. **25-055KB Athletic Training, Medical Support, and Related Services (RFQ):** Consideration and approval to partner with Houston Methodist Hospital for Athletic Training, Medical Support, and Related Services in an amount not to exceed \$2,890,000 and authorization for the Superintendent to negotiate and execute the agreement through June 2030.

#### 10. Convene in Closed Session

The Board convened in closed session at 8:04 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 potential appointment or election to fill a vacancy on the Board of Trustees.

#### 11. Reconvene in Open Session

The Board reconvened in open session at 8:27 p.m.

#### 14. Consider Action on Closed Session Items

President Tassin made the following statement before action was taken on closed session item:

*Texas law allows the Board to appoint a trustee to fill the vacancy created by Trustee Sonya Jones's resignation. As Board President, I believe the community needs a full Board with seven trustees. But, rather than simply picking a trustee, I believe it's important for members of the District's community to let us know if they are interested in serving on this Board before we determine who to appoint to the Board. So, I recommend the Board invite interested and qualified community members to submit an application for appointment to the Board.*

*If the Board votes in agreement, tomorrow, the District will post on its website a notice that will describe the requirements for appointment as well as process and timeline the Board will follow. The notice will have more details, but here are some key points:*

*To apply for appointment, you must submit a resume of relevant experience and a letter of interest.*

*The deadline to submit the resume and letter will be 5 p.m. on July 7<sup>th</sup>.*

*The letters and resumes will be provided to individual Board members on July 8<sup>th</sup> and trustees will individually review the submissions to prepare for our July workshop.*

*At the Board's July 21<sup>st</sup> workshop, in closed session, we'll collectively review the submissions and may interview candidates.*

*At the Board's July 28<sup>th</sup> regular meeting, we'll publicly announce who will be appointed*

*The new Board member will be seated at our August 4<sup>th</sup> meeting.*

*Board service is hard, but important work. If you feel called to serve this District, please look for the posting tomorrow.*

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** to fill the vacancy on the Board of Trustees as outlined by the process read by President Tassin.

#### **MOTION CARRIES: 6-0**

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

All those opposed: 0

#### 15. Action

- A. **2025-26 Budget Adoption:** Consideration and approval of the 2025-26 General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599) budgets as presented in the Fiscal Year 2025-26 budget document.

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees approve the 2025-26 Budget Adoption as presented.

**MOTION CARRIES: 6-0**

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

All those opposed: 0

- B. **Compensation Plan:** Consideration and approval of the 2025-26 Teacher Pay scale, one-time Thank-You supplement for eligible staff members, Teacher Sign-on bonus, Bring a Friend to the Bend referral incentive, an attendance award for bus drivers, two staff wellness days, classroom teacher retention allotment, and support staff retention allotment.

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees approve the 2025-26 Compensation Plan, Option 3, as presented by the Administration this evening.

**MOTION CARRIES: 6-0**

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

All those opposed: 0

- C. **Facility Condition Index Audit:** Consideration and approval of a professional services agreement with PBK Architects for a not-to-exceed amount of \$400,000, to update the 2022 Facility Condition Index for Long Range Boundary Planning, and authorization for the Superintendent to negotiate and execute the contract.

**MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** that the Board of Trustees approve the Facility Condition Index Audit as presented.

**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 Dr. Gilliam to adjourn the meeting at 10:00 p.m.

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Kristin K. Tassin, President

Dr. Shirley Rose-Gilliam, Secretary

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Fort Bend County 4H Adjunct Faculty Agreement</b>			
<b>Board Policy: FEB (Legal)</b>		<b>District Priority: Priority 1</b>	
<b>Department:</b> Deputy Superintendent Teaching & Learning			
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	

<b>Recommendation</b>
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.

<b>Summary/Background</b>
<p>The State Board of Education recently passed an amendment to 19 TAC §129.21 which permits public school students to be considered “in attendance” while participating in approved off-campus activities supervised by an adjunct staff member. According to Section 3 of the Student Attendance Handbook, such activities must be approved by the local school board and supervised by a professional, paraprofessional, or adjunct staff member who holds at least a bachelor’s degree and is eligible for participation in the Teacher Retirement System of Texas.</p> <p>If approved, this resolution would formally recognize the Fort Bend County Texas 4-H Organization as eligible for extracurricular status under Texas Administrative Code Chapter 76.1, which governs extracurricular activities. This designation is essential to authorize 4-H as an approved program, allowing student participation to be counted as part of the instructional day and ensuring alignment with state attendance requirements.</p>

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

# Fort Bend Independent School District

Submitted by:

Dr. Jaretha Jordan  
Deputy Superintendent Teaching & Learning

Dr. Adam Stephens  
Chief Academic Officer

**FORT BEND COUNTY 4-H YOUTH DEVELOPMENT OFFICE**



Dr. Marc Smith  
Fort Bend Independent School District  
16431 Lexington Blvd.  
Sugar Land, TX 77479

Dear Dr. Marc Smith:

On behalf of the 4-H members of Fort Bend County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Fort Bend Independent School District. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

**Willa L. Williams, EdD | CEA Urban Youth Development**  
Fort Bend County | Texas A&M AgriLife  
1402 Band RD Suite 100, Rosenberg, TX 77471  
ph: 281.633.7005 | [willa.williams@ag.tamu.edu](mailto:willa.williams@ag.tamu.edu)



Attachments:  
Resolution for Extracurricular Status of 4-H Organization  
Adjunct Faculty Agreement

*The members of Texas A&M AgriLife will provide equal opportunities in programs and activities, education, and employment to all persons regardless of race, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating*

**RESOLUTION**  
**EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

**Fort Bend Independent School District**

meeting in public with a quorum present and certified, did adopt this resolution that Fort Bend County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the Texas Administrative Code as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension  
will request academic eligibility for all 4-H competitive activities, regardless if a school absence is or is not required, and for non-competitive purposes when an absence is required.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025

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Board of Trustee

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Superintendent

**FORT BEND COUNTY 4-H YOUTH DEVELOPMENT OFFICE**



Dr. Marc Smith  
Fort Bend Independent School District  
16431 Lexington Blvd.  
Sugar Land, TX 77479

Dear Dr. Marc Smith:

On behalf of the Fort Bend County Extension Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Fort Bend Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21. Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

- The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:
  - has a minimum of a bachelor's degree; and
  - is eligible for participation in the Teacher Retirement System of Texas.

Fort Bend County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct faculty staff member status for the period of time indicated on the agreement.

I hope Fort Bend Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information. Thank you and members of the Board of Trustees for your consideration of this request.

**Willa L. Williams, EdD | CEA Urban Youth Development**

Fort Bend County | Texas A&M AgriLife  
1402 Band RD Suite 100, Rosenberg, TX 77471  
ph: 281.633.7005 | [willa.williams@ag.tamu.edu](mailto:willa.williams@ag.tamu.edu)



**THE STATE OF TEXAS  
COUNTY OF: FORT BEND**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Fort Bend Independent School District, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein named individuals as an adjunct member of the Fort Bend Independent School District.

Upon consideration and vote of in favor, the Fort Bend County 4-H Program is hereby named as adjunct faculty members of the Fort Bend Independent School District subject to the following considerations and provisions of such appointment to wit:

This appointment shall commence on the 1<sup>st</sup> day of September 2025 and remain in effect until the 31<sup>st</sup> day of August 2026.

This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Willa L. Williams	County Extension Agent-Urban Youth Development	Doctorate of Education – Higher Education Program Development	University of Arkansas at Little Rock	2014
Jose Cavazos	County Extension Program – 4-H Youth Development	Bachelor of Science – Agriculture Sciences Ed. Texas Educator Certificate	Texas A&M University – Kingsville Kingsville, TX	1994
Gabrielle Butler	County Extension Educator (Community & School Gardens)	Bachelor of Science in Plant and Soil Sciences	Sam Houston State University, Huntsville, TX	2023
Jody Taylor	County Extension Agent - Horticulture	Master of Arts in Higher Education Administration	University of Louisville, Louisville, KY	2022
Celeste Feast	Extension Agent – Better Living for Texans	Bachelors in Communications Studies/Speech Communication and Rhetoric	Lamar University	1993
Leticia Hardy	County Extension Agent – Family and Community Health	Master of Sciences – Marriage and Family Therapy	Prairies View A&M University	2008
Janelle Johnson	PVAMU Extension Agent – Community Economic Development	Bachelor of Science – Exercise Science & Fitness Management	Lamar University	2012
Erica Knighton	PVAMU Extension Agent	Master of Library Information Science	Wayne State University	2006
Abdul Hakeem	PVAMU Extension Agent	PhD – Entomology	University of Tennessee	2013
Sujata Jhangiani	EFNEP Extension Assistant, Expanded Foods and Nutrition Program	Master of Science – Nutrition	Texas Women’s University	2008

Adjunct faculty members will receive no compensation, salary, or remuneration from Fort Bend Independent School District.

Adjunct faculty members are and shall remain an employee, in good standing, of the Texas A&M Agrilife Extension Service.

Adjunct faculty members are and shall remain under the direct supervision of either the District Extension Administrator of District 9 or the Fort Bend County Extension Director.

Adjunct faculty members shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M Agrilife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty members shall direct the activities and participation of students of the School District in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel.

Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M Agrilife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director.

Adjunct faculty members are not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Fort Bend County Extension Agents who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M Agrilife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M Agrilife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(l) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Fort Bend County Extension Agents is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Fort Bend Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

Fort Bend Independent School District By: \_\_\_\_\_

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Innovative Course Application Approval</b>			
<b>Board Policy: CH (Legal)</b>		<b>District Priority: Priority 1</b>	
<b>Department:</b> Deputy Superintendent Teaching & Learning			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval to submit an application to TEA for consideration of the innovative course Multivariable Calculus to be offered in the 2026-27 school year.

<b>Summary/Background</b>
The Texas Education Agency (TEA) has notified us that the innovative course, Multivariable Calculus, is currently under review for approval. As the originating district that proposed this course to the state, we are required to resubmit the application to TEA for consideration prior to their review process for courses to be offered in the 2026-27 school year. TEA has provided the necessary application information and outlined the approval process, which includes obtaining Board approval before the District can submit the application to TEA.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan  
Deputy Superintendent Teaching & Learning

Dr. Adam Stephens  
Chief Academic Officer



**2026-2027 Innovative Course Application – Renewal**  
**Application due no later than Friday, September 12, 2025**

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**Title of proposed new innovative course:**      *Multivariable Calculus*

**Applicant information – All Information Is Required**

Name of applying school district, charter school, or organization:    *Fort Bend ISD*

Complete mailing address:                    16431 Lexington Blvd.; Sugarland, TX 77479

Primary contact person:                    *Erica Price*

Primary contact person’s title:            *Director of Curriculum and Instruction, Teaching and Learning*

Primary contact person’s email address:    *erica.price@fortbendisd.gov*

Primary contact person’s phone number, area code first:        *281.634.1186*

Secondary contact person:                *Melissa Hubbard*

Secondary contact person’s title:        *Executive Director, Teaching and Learning*

Secondary contact person’s email address:    *melissa.hubbard@fortbendisd.gov*

Secondary contact person’s phone number, area code first:        281.634.1255

County District Number (if applicant is a Texas public school):    *079907*

Superintendent (if applicant is a Texas public school):            *Dr. Marcell Smith*

Date of local board of trustees’ approval of this innovative course application (if applicant is a Texas public school):                    *July 17, 2025*

**Course Information**

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Subject area (choose only one): *Mathematics*

Career cluster (CTE only): Choose an item.

Number of credits per course: *1.0*

Grade level(s) (high school only): *11-12*

**Brief description of the proposed course** (150 words or less, paragraph form):

Multivariable Calculus takes the concepts learned in the single variable calculus course and extends them to multiple dimensions. Topics discussed include: vector algebra; applications of the dot and cross product; equations of lines, planes, and surfaces in space; converting between rectangular, cylindrical, and spherical coordinates; continuity, differentiation, and integration of vector-valued functions; application of vector-valued functions such as curvature, arc length, speed, velocity, and acceleration; continuity, limits, and derivatives of multivariable functions, tangent planes and normal lines of surfaces; applying double and triple integrals to multivariable functions to find area, volume, surface area, mass, center of mass, and moments of inertia; finding curl and divergence of vector fields; line integrals; conservation of energy; Green’s Theorem; and more.

This course is designed as an additional math course for those students who have successfully completed AP Calculus BC and have an interest in continuing their mathematical studies while in high school.

**Brief justification of how/why the proposed course qualifies as “innovative” in terms of student need.** (150 words or less, paragraph form):

The concepts in Multivariable Calculus are not covered in any state-approved course. This course is offered in five of our 12 high schools where students complete Calculus BC prior to their senior year. Fort Bend ISD has a Math and Science Academy at Dulles High School which requires students to maintain an accelerated math pathway and obtain more advanced math courses to fulfill Academy requirements. We have a sizable population which takes Calculus BC while in the 11th grade. By offering Multivariable Calculus, these students benefit from Multivariable Calculus by continuing their math progression without having to wait until they enter college. This course addresses the need for additional mathematics courses after AP Calculus BC, which some students in our district complete prior to their senior year.

**Course Data –Renewals**

**Data or other evidence that demonstrates evidence of the continued successful implementation of the course. Data and descriptive information should be provided below.**

*Student numbers in FBISD have generally shown an increase over the last 4 years.*

<b>Academic Year</b>	<b>Number of Students enrolled in MVC in Fort Bend ISD</b>	<b>Number of Students enrolled in MVC across the state</b>
2021-22	107	373
2022-23	152	465
2023-24	124	506
2024-25	160	772

There is a trend in our district and across the state of more students taking this higher-level course since the 2021 school year. This evidence suggests that when provided with the option to take this course, students are interested which supports a need for renewal. With the passage of SB 2124, all districts across the state should anticipate increases to the number of students that are on an accelerated math pathway and this course provides an additional advanced math course for those students.

**Renewal**

**Essential Knowledge and Skills for the Proposed Course:**

(a) General Requirements. This course is recommended for students in grades 11 and 12. Recommended prerequisites: AP Calculus BC  
Students shall be awarded 1.0 credits for successful completion of this course.

(b) Introduction.

In Multivariable Calculus, students will build on the knowledge and skills for mathematics in AP Calculus BC, which provides a foundation in derivatives, integrals, limits, approximation, application, and modeling along with connections among representations of functions. Students will study vectors, vector-value functions, functions of multiple variables, multiple integration, and vector analysis. Students will connect functions and their associated solutions in both mathematical and real-world situations. Students will use technology to model vectors and functions in a 3-D coordinate system.

Knowledge and Skills.

(1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:

- (A) apply mathematics to problems arising in everyday life, society, and the workplace;
- (B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution;
- (C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;
- (D) communicate mathematical ideas, reasoning, and their implications using multiple representations, including symbols, diagrams, graphs, and language as appropriate;
- (E) create and use representations to organize, record, and communicate mathematical ideas;
- (F) analyze mathematical relationships to connect and communicate mathematical ideas; and
- (G) display, explain, and justify mathematical ideas and arguments using precise mathematical language in written or oral communication.

(2) Vectors and Vector Operations. The student applies the mathematical process standards to develop improved fluency with vector operations including vector proofs and the ability to translate back and forth among the various ways to describe geometric properties,

**Renewal**

namely, in pictures, in words, in vector notation, and in coordinate notation. The student is expected to:

- (A) represent vectors algebraically and geometrically;
- (B) add, subtract, and find scalar multiples of vectors and interpret the results geometrically;
- (C) calculate the cross product of two vectors;
- (D) find the projection of a vector onto another vector;
- (E) use properties of vectors to solve real world application problems involving force and motion;
- (G) write equations of lines and planes and represent them parametrically, implicitly, symmetrically, graphically in a three-dimensional coordinate system;
- (H) find the distances between points, lines, and planes in space; and
- (I) identify the angle of inclination of planes in space.

(3) **Quadrics.** The student applies the mathematical process standards to identify and analyze quadric surfaces. The student is expected to:

- (A) identify and graph cylinders and quadric surfaces;
- (B) use spherical coordinates to represent surfaces in space;
- (C) identify the intersections of surfaces; and
- (D) represent the equations of quadrics and cylinders in parametric, vector and graphical form.

(4) **Vector-Valued Functions.** The student applies the mathematical process standards to analyze vector – valued functions. The student is expected to:

- (A) analyze and sketch a space curve given by a vector-valued function;
- (B) extend the concepts of limits and continuity to vector-valued functions;
- (C) differentiate a vector-valued function; and
- (D) integrate a vector-valued function.

(5) **Vector-Valued Functions.** The student applies the mathematical process standards to recognize the relationship between vector-valued functions and position, velocity and acceleration of a particle moving through space. The student is expected to:

- (A) describe the velocity and acceleration associated with a vector-valued function;
  - (B) use a vector-valued function to analyze projectile motion;
  - (C) find a unit tangent, unit normal and unit binormal vector at a point on a space curve;
  - (D) find the arc length of a space curve;
  - (E) equate the unit tangent, normal and binormal vectors to velocity, centripetal force and torque;
  - (F) use the arc length parameter to describe a plane curve or space curve; and
  - (G) find the curvature of a curve at a point on the curve.
- (6) Introduction to Functions of Several Variables. The student applies the mathematical process standards to extend the properties of functions to those with more than one variable and examine the graphical properties of functions of multiple variables. The student is expected to:
- (A) describe a function of several variables with correct notation;
  - (B) sketch the graph and level curves, contour maps, traces of a function of two variables; and
  - (C) use computer graphics to graph a function of two variables.
- (7) Functions of Several Variables. The student applies the mathematical process standards to utilize the calculus of functions of several variables. The student is expected to:
- (A) use the definition of the limit of a function of two variables;
  - (B) extend the concept of continuity to a function of two or three variables;
  - (C) find and use partial derivatives of functions of two or more variables;
  - (D) describe and extend the concepts of differentiability to functions of two variables; and
  - (E) apply and extend the Chain Rule to find the derivative of a compound function of two or more variables.
- (8) Partial Derivatives. The student applies the mathematical process standards to utilize partial derivatives. The student is expected to:
- (A) find and use the gradient function of two variables to solve application problems;
  - (B) find directional derivatives and compare gradients of  $F(x, y)$  and  $F(x, y, z)$ ;
  - (C) write equations of tangent planes and normal lines to surfaces;
  - (D) identify critical points and find relative extrema of a function of two variables, including using the second partials test;

**Renewal**

- (E) use single variable methods to find absolute extrema along a boundary; and
  - (F) solve optimization problems using the Lagrange multipliers.
- (9) Multiple Integration. The student applies the mathematical process standards to find areas and volumes of regions. The student is expected to:
- (A) evaluate an iterated integral and use it to find the area of a plane region;
  - (B) use a double integral to represent the volume of a solid region;
  - (C) use properties of double integrals;
  - (D) evaluate a double integral an iterated integral;
  - (E) solve problems involving applications of double integrals;
  - (F) use a triple integral to find volume of a solid region; and
  - (G) find the center of mass and moments of inertia of a solid region.
- (10) Multiple Integration Conversions. The student applies the mathematical process standards to evaluate multiple integrals. The student is expected to:
- (A) use polar coordinates to aid in the evaluation of a multiple integrals;
  - (B) use spherical coordinates to aid in the evaluation of a multiple integrals;
  - (C) convert from rectangular to cylindrical to spherical coordinates and apply conversions to solve iterated integrals;
  - (D) use a Jacobian to simplify the region a multiple integral is being evaluated over; and
  - (E) change the order of integration to allow for the integration of a multiple integral.
- (11) Vector Analysis. The student applies the mathematical process standards to understand and explore vector calculus. The student is expected to:
- (A) describe a vector field;
  - (B) determine whether a vector field is conservative;
  - (C) find the curl and divergence of a vector field;
  - (D) understand and apply the concept of a piecewise smooth curve; and
  - (E) find the potential function of a conservative vector field.
- (12) Line and Surface Integrals. The student applies the mathematical process standards to evaluate line and surface integrals over a path. The student is expected to:

**Renewal**

- (A) write and evaluate a line integral and a line integral of a vector field;
  - (B) write and evaluate a line integral in differential form;
  - (C) understand and apply the Fundamental Theorem of Line Integrals;
  - (D) apply Green’s Theorem and discover its application to finding the area inside the path given;
  - (E) find a set of parametric equations to represent a surface; and
  - (F) find a normal vector and a tangent plane to a parametric surface.
- (13) Line and Surface Areas. The student applies the mathematical process standards to evaluate line and surface areas over a vector field. The student is expected to:
- (A) find the area of a parametric surface;
  - (B) evaluate a surface integral as a double integral;
  - (C) evaluate a surface integral for a parametric surface;
  - (D) determine the orientation of a surface;
  - (E) understand the concept of a flux integral;
  - (F) understand and use Divergence Theorem;
  - (G) understand and apply Stoke’s Theorem; and
  - (H) use curl to analyze the motion of a rotating liquid.

**Recommended resources, technology, and instructional materials to be used:**

**Larson, Ron. *Calculus*. 12th ed. Boston: Cengage Learning, 2023.**

**Ron Larson and Bruce H. Edwards, *Calculus*, 12th ed. (Boston: Cengage Learning, 2023), e-book,**

<https://www.cengage.com/c/calculus-12e-larson-edwards/9780357749135/>

*Graphing Features of TI Inspire Calculators*

*Desmos Calculator*

*Wolfram-Alpha software*

*MIT Open Courseware*

*Khan Academy supports*

*Sage Software to model multivariable topics*

**Recommended activities:**

- Design a 3D math playground
- Parametric and vector representations
- Algebraically find intersections

**Renewal**

- Surface intersections
- Determine most efficient systems

**Recommended assessment methods for evaluating student outcomes:**

- Summative Assessments—Unit and Concept Tests
- Formative Assessments to inform instruction—Exit Tickets, problem sets, Quizzes
- Projects to model concepts and demonstrate understanding
- Graphing activities using resources such as GeoGebra 3-D
- Desmos 3D
- Calc Plot 3D to validate sketches

**Recommended educator certifications:**

An assignment in Multivariable Calculus is allowed with one of the following certificates:

- Mathematics Grades 9-12

**Required trainings, including associated costs, if applicable:**

- No required trainings

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Renewal Agreement with Houston Community College</b>			
<b>Board Policy:</b> CH, CV, or DBD (Local)		<b>District Priority:</b> Priority 1	
<b>Department:</b> Deputy Superintendent Teaching & Learning			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval to renew the partnership with Houston Community College to offer dual credit, college prep, and early college programs.

<b>Summary/Background</b>
<p>The dual credit partnership between Fort Bend Independent School District (FBISD) and Houston Community College (HCC) allows eligible high school students to earn both high school and college credit simultaneously by completing college-level courses. These courses are typically taught by FBISD instructors who are also HCC faculty, either on FBISD campuses or through HCC online offerings. This partnership includes support for ECHS, P-TECH, and College Connections to help students earn college credit, certificates, or associate degrees before graduation.</p> <ul style="list-style-type: none"><li>• <b>Eligibility:</b> Students in grades 10–12 can participate if they meet Texas Success Initiative (TSI) standards or qualify for exemptions based on standardized test scores (e.g., SAT, ACT) or End-of-Course (EOC) assessments.</li><li>• <b>Transferability:</b> Credits earned are generally transferable to Texas public universities and many private institutions, aiding students in advancing their postsecondary education.</li></ul> <p>This collaboration enhances college readiness and provides students with a head start on their higher education journey.</p>

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

# Fort Bend Independent School District

Submitted by:

Dr. Jaretha Jordan  
Deputy Superintendent Teaching & Learning

Dr. Adam Stephens  
Chief Academic Officer



**PARTNERSHIP AGREEMENT  
BETWEEN  
HOUSTON COMMUNITY COLLEGE AND  
FORT BEND INDEPENDENT SCHOOL DISTRICT FOR  
COLLEGE CONNECTIONS PROJECT/ STUDENT DATA SHARING/ DUAL CREDIT  
COURSES/HB5 COLLEGE PREP MATH AND ENGLISH COURSES/ EARLY COLLEGE HIGH  
SCHOOL/ MIDDLE COLLEGE HIGH SCHOOL**

This Partnership Agreement (“PARENT AGREEMENT”) is entered into by and between Houston Community College System (“HCC”), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, 77002, and **FORT BEND INDEPENDENT SCHOOL DISTRICT** (“FORT BEND ISD”), a (Texas independent school district, public charter school, private school, or Charter Management Organization) whose main office address is, 16431 Lexington Blvd, Sugar Land, TX 77479 (individually, “Party and collectively, “Parties”), effective upon full and complete execution.

**RECITALS**

Whereas, HCC and FORT BEND ISD desire and agree to partner to offer dual credit classes, college prep classes, early college programs, and share student data and facilitate post-secondary matriculation; and

Whereas, the purpose of this Agreement is to describe the entire relationship between the Parties including the benefits each may receive; and

Whereas, the Parties have entered into such similar partnerships and wish to restate their responsibilities and obligations; and

Whereas, the Parties intend to comply with applicable laws, including Chapter 54 of the Texas Education Code and Senate Bill 1004 (84R), codified at Texas Education Code Chapter 130 and Section 29.402 through this PARENT AGREEMENT by contracting with HCC as one of the community colleges in the region to provide dual credit programs, for the benefit of students who have more opportunities to earn college credit and career training; and

Whereas, the Parties desire and agree to additionally implement “College Connections Project” (outlined in Exhibit A) on a mutually agreeable schedule to streamline the application and enrollment process for high school students for the purpose of increasing the number of FORT BEND ISD graduates who enroll at HCC; and

Whereas, the Parties find that it is within their mission and purpose to enter into such a partnership;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCC and FORT BEND ISD, agree as follows:

## SECTION 1: TERMS AND CONDITIONS

### 1. Scope of Agreement

The Parties shall partner to provide the courses and programs in accordance with the general obligations and responsibilities of each party attached hereto and incorporated herein for all purposes and made part of this Agreement:

#### **Exhibit A: College Connections Project (Exhibits A-1, A-2 and A-3)**

#### *And optional programs:*

#### **Exhibit B: College Prep Math and College Prep English Courses (HB5)**

#### **Exhibit C: Early College High School and P-Tech Program**

#### **Exhibit D: Middle College High School**

#### **Exhibit E: SACSCOC The Principles of Accreditation: Foundation for Quality Enhancement**

### 2. Term and Termination

The period of this Agreement shall be in effect from August 1, 2025, until July 31, 2028 (“Term”) unless renewed or earlier terminated, with the Effective Date being the date August 1, 2025. This Agreement cycle, which begins prior to the 2025-2026 academic year, is intended by the Parties to allow planning to take place in advance of the academic years contemplated by this Agreement. Either Party may terminate this Agreement with or without cause upon one-hundred and twenty (120) days prior written notice to the other Party. In the event of such termination, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the then current term. No termination as provided above however, shall be effective with regard to Students currently enrolled in courses under this Partnership Agreement until such students are allowed to complete the semester in which the Student is currently enrolled and the Parties collaborate to complete any applicable completion of program (“teach out”) required by accreditation bodies such as the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

### 3. Principles for Partnership

In furtherance of the objectives of this partnership, the Parties acknowledge the following principles:

- A. Establishment of a full and equal partnership between HCC and FORT BEND ISD that allows flexible and creative responses to the organizational, mission, and fiscal needs of both institutions.
- B. Collaboration in planning, implementation, and continuous improvement of programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- C. Provision of college readiness and dual credit courses for qualified students.
- D. Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
- E. Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and on a cost-neutral basis for both parties.
- F. Shared use of facilities, including designated classrooms, labs, offices, restrooms and libraries that reduce operating costs and promotes collaboration of students, faculty, staff, and community members in the program success.

#### 4. Program Commitments

The fields of study, also called “programs,” covered under this Agreement include Dual Credit courses, College Prep Math and College Prep English courses (HB5), and Early and Middle College High School programs, College Connections Project (“programs”). This Parent Agreement will also cover the transferring and sharing of student data between the Parties in support of these programs.

The Parties commit to:

- A. Implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
- B. Assist high school students in the successful transition to and acceleration through postsecondary education.
- C. Ensure all dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
- D. Maintain quality and rigor of dual credit course to ensure student success in subsequent courses.
- E. Collaborate in the design and execution of challenging and innovative instructional programs (including Early College, Middle College, Dual Credit, and College Prep Math and College Prep English courses) and collaborate to resolve any disputes about the implementation of these programs, including involving appropriate district and HCC leadership.
- F. Comply with all applicable guidelines, standards and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools (SACSCOC), and the Texas Education Agency (TEA).
- G. FORT BEND ISD will inform and collaborate with HCC during the application and implementation process of related grants that commit/depend and encumber HCC Resources in the grant application. FORT BEND ISD will provide and request HCC signature within a reasonable time of at least two weeks.
- H. Schedule classes in support of these programs at a FORT BEND ISD or HCC facility.
- I. Recruit eligible students for academic or workforce programs.
- J. Evaluate the programs and share student data in order to track and evaluate and support student progress and program successes.
- K. Market the partnership to the parents of students enrolled in the FORT BEND ISD.

#### 5. Understanding of the Parties

- A. Nothing in this Agreement is to be construed as transferring responsibility from one party to the other.
- B. **The College offers tuition waivers or discounted tuition to students in dual credit programs. In the 2025-2026 school year, fiscal year 2025, starting September 1, 2025, the College will waive in-district tuition for students participating in the Early College High School Program and charge a flat per course fee for out-of-district tuition, or any other cost or fee approved by the College’s Board of Trustees and clearly communicated to FORT BEND ISD prior to each school year. For the 2025-2026 school year, the per course fee will be \$65. In a manner consistent with the law and Board policy, costs and fees will be set each school year by the College’s Board of Trustees and may change during the term of this agreement. Each district may choose to cover the per course tuition fee for their out of district students.**
- C. Each party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments

of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (ADA), as amended; applicable provisions of the Texas Education Code and Texas Government Code; and applicable HCC policies and procedures.

- i. The parties agree to collaborate and develop a written specific plan to uniformly implement existing compliant ADA practices **LANGUAGE SHALL BE DEVELOPED, FINALIZED, AND IMPLEMENTED INTO THIS AGREEMENT VIA ADDENDUM. During the development of such an addendum and until an ADA addendum is finalized, the parties will collaborate to implement best practices to comply with all aspects of the ADA.**
- D. Subject to the applicable laws and to the regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- E. In the event that a FORT BEND ISD student engages in conduct that would result in disciplinary action in accordance with HCC Student Code of Conduct, HCC agrees to inform the FORT BEND ISD of the violation. However, HCC shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of HCC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of HCC. Nothing in this Agreement prohibits the FORT BEND ISD from implementing appropriate disciplinary action in accordance with the FORT BEND ISD'S Student Code of Conduct or other rules.
- F. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the parties agree that the public safety departments from both HCC and FORT BEND ISD will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both parties executing the Agreement.

#### FORT BEND ISD Responsibilities

- A. Course Schedule: FORT BEND ISD shall provide a complete course schedule for requested dual credit courses a minimum of sixty (60) days prior to the start of the semester.
- B. Monthly Campus Pathway Fairs: FORT BEND ISD will allow routine access to students solely for informing students about academic and career pathways, financial aid coaching, and other topics related to transition to college.
- C. Career advising: FORT BEND ISD will provide support for HCC advisors upon request, such as office space and access to the internet. FORT BEND ISD will also provide support to students enrolling in post-secondary education.
- D. Provide instructional materials, including textbooks (physical or digital format) and other instructional resources (lab materials, online access), necessary for operation of the programs (7) seven business days prior to the commencement of classes.
- E. Faculty are required to use the materials assigned by their department when providing instruction to dual credit students. Students may not earn college credit if faculty fail to use departmental required adopted materials. For courses using Inclusive Access digital course materials, the school district shall pay HCC for use. Upon receipt of invoice for Inclusive Access course materials, school districts are required to remit payment within 45 days of the date of the invoice. Failure to submit payment may result in the suspension of Inclusive Access digital course materials for the upcoming semester or academic year.

- F. FORT BEND ISD may purchase instructional materials from HCC as a purchase according to an interlocal contract. This Parent Agreement shall serve as the required interlocal contract. A purchase of instructional materials under this section shall be subject to the terms of HCC's procurement of the instructional materials. According to the Interlocal Cooperation Act, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- G. Upon receipt of invoice, school districts are required to remit payment within 45 days of the date of the invoice. Failure to submit payment may result in the suspension of Inclusive Access course materials for the upcoming semester or academic year.
- H. Ensure dual credit courses held at the FORT BEND ISD meet the contact hours required, are properly documented in HCC's software as then utilized (PeopleSoft),
  - i. Embedded Faculty:
    - 1. Be credentialed and hired at the sole discretion of HCC.
    - 2. Provide students the course syllabus on the first day of class.
    - 3. Maintain college-level rigor of the course.
    - 4. Follow the curriculum provided by HCC.
    - 5. Must use the department adopted course materials and the format adopted, whether physical text, digital materials delivered via Inclusive Access, or Open Educational Resource.
  - ii. Alert the department chair as soon as is possible if there is an issue with equipment or textbooks.
  - iii. Follow the protocol for communicating with the department chair on any grading or student conduct items as defined in the HCC Faculty Handbook.
  - iv. Submit Rosters and Grades on time. Failure to do so will result in the following consequences:
    - 1. The first time it happens, the instructor will receive a warning.
    - 2. The second time it happens, the instructor will finish the current semester but will no longer teach college courses taught for dual credit.
  - v. Check rosters daily to ensure all students in the class are on the college roster and report any discrepancies immediately to the assigned P-16 Director.
  - vi. Maintain communication with the department chair throughout the semester.
  - vii. Attend trainings provided by HCC's P-16 office and HCC.
  - viii. Complete all mandated online trainings by the due date. Failure to do so will result in not being rehired to teach a dual credit course.
  - ix. Communicate with dual credit students through HCC email or HCC's CANVAS portal only, and ensure that students are communicated within a timely way.
  - x. Must attend the annual Dual Credit Institute for Teaching and Learning.
  - xi. Must attend the adjunct faculty meeting at the beginning of each semester. (Two options will be offered, and faculty must attend one of the two meetings.)
  - xii. Provide adequate technology and space for faculty and students, including login information for district computers, dry erase boards, appropriate ID badges, adequate seating, space for accommodated testing and the provision of other accommodations, appropriate bandwidth, and access for students to required testing software.

- I. **Mandatory Orientation:** As HCC students, dual credit students will complete mandatory orientation as part of their enrollment process. Both entities will collaborate to ensure that these orientations are offered in the modality most helpful to the students.
- J. FORT BEND ISD will implement College Connections pre-registration program at all schools (See Exhibit B).
- K. Provide an authorized adult to ensure adequate supervision of minor students while on HCC campuses.
- L. Ensure that students are provided with HCC schedules and understand appropriate course attendance requirements.
- M. Ensure that students are prepared to adhere to the HCC Student Code of Conduct. Both entities will collaborate to ensure that students are meeting clearly communicated behavioral expectations and that any behavioral consequences are appropriately applied. If students fail to meet the standards of the HCC Student Code of Conduct, information regarding disciplinary infractions will be shared by the entities as a necessary component of achieving educational progress for other student.
- N. Provide HCC P-16 office dates of state testing, AP exams, PSAT, SAT Schedules, and district holidays.
- O. Ensure that courses are conducted as HCC courses, adhering to SACSCOC standards.

### HCC Responsibilities

- A. Provide the course schedule as requested by the FORT BEND ISD. No changes to course times submitted by FBISD can be made after 90 days before the start of the class.
- B. Keep up-to-date a list of applicable textbooks on an easily accessed website in partnership with HCC's third party bookstore vendor and provide timely information regarding inclusive access and Open Educational Resource (OER) options for courses, ensuring that textbook/course material selections are not changed within 90 days of the beginning of each course. Inclusive Access/OER options may be provided by HCC. HCC shall ensure required textbooks/course materials for HCC courses remain in use for a minimum of three years unless the course material is no longer being published.
- C. Collaborate with district staff, including procurement teams, in acquisition of appropriate student textbooks and other course learning materials. HCC shall provide instructional materials to the FORT BEND ISD for purchase under this Parent Agreement, and subject to the terms of HCC's procurement of the instructional materials.
- D. Credential and hire qualified faculty to teach dual credit courses.
- E. Provide adjunct training as needs are identified.
- F. Compensate Embedded Faculty directly in accordance with HCC's faculty salary rates.
- G. Provide support for teachers in accordance with HCC adjunct policies.
- H. Implement the College Connections Program.
- I. Host Campus Pathways Fairs.
- J. Provide HCC staff to assist in building pathways for students.
- K. Provide students access to HCC campus tutoring services and the locations and hours these services are available.
- L. Will conduct class observations of dual credit faculty at least once per academic year.
- M. Ensure that faculty participate in the collection of student data for the purpose of evaluation of student service needs.
- N. Will inform dual credit faculty of the dates that HCC will conduct the Student Evaluation of Instruction so that dual credit students are allowed to participate.
- O. Collaboration with program deans and dual credit campus liaisons prior to dropping students from courses.

- P. Collaborate with FORT BEND ISD to provide training to adjunct professors and department chairs in regards but not limited to what an early college high school is, understanding who a dual credit student is, and partnering with program deans and P16 liaison for student success.
- Q. Collaboration with students and programs to ensure students are not penalized for attending UIL Contests and Competitions, state testing days, AP exam days, PSAT/SAT School testing days, and Student Leadership 101 and 102 /Student Voice Advisory Network (VOICES)/Student Wellness Coalition meeting dates.
- R. Collaborate with FORT BEND ISD in regard to adjusting classes around district holidays.

6. Financial

HCC's requests for reimbursement should be sent to:

FORT BEND ISD

Attn: Accounts Payable

16431 Lexington Blvd,

Sugar Land, TX 77479

Or

[accountspayable.invoices@fortbendisd.gov](mailto:accountspayable.invoices@fortbendisd.gov)

7. Joint Goals

A. ISD Targets:

- i. Complete College Career Military Readiness (CCMR)
- ii. Meet TSI criteria
- iii. Earn dual course credits: A graduate completes and earns credit for at least three college credit hours in RLA or mathematics or at least nine college credit hours in any subject.
- iv. Earn dual course credits: to be considered core complete
- v. Earn associate degree
- vi. Earn an IBC; or earn a level I or level II certificate
- vii. Enroll at a postsecondary institution immediately following high school

B. College Targets:

- i. Meet TSI criteria
- ii. Students complete 15 (+) hours of dual credit
- iii. Students earn associate degree
- iv. Students earn a level I or level II certificate
- v. Students who have not completed a level I or level II certificate or an associate degree transfer to HCC following graduation
- vi. Students who earned an associate degree while in high school transfer to HCC or a university following graduation

8. Insurance

FORT BEND ISD shall obtain and maintain in force for the duration of this Agreement and any extensions thereof, at FORT BEND ISD's sole expense, all insurance required by state or federal law, including, but not limited to, General Liability Insurance. FORT BEND ISD will supply evidence of such insurance to HCC Risk Management or obtain Waiver of Insurance from HCC Risk Management prior to performing services.

Notice of cancellation will be provided in writing in accordance with policy provisions. Certificates of insurance verifying the foregoing requirements will be provided to HCC prior to commencement of any services under this Agreement. If a policy contains deductible provisions, FORT BEND ISD will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against HCC, its agents, employees or representatives.

The original Verification of Insurance Coverage will be forwarded to:

**Physical:**

HCC Risk Management  
3100 Main St., 4th Floor  
Houston, TX 77002  
Gwen.drumgoole@hccs.edu

**Mailing:**

FORT BEND ISD  
16431 Lexington Blvd,  
Sugar Land, TX 77479

FORT BEND ISD failure to comply with the requirements of this section shall be considered a breach of this Agreement.

9. Security Protocol

Both Parties shall exert due diligence in defining and implementing a written security protocol **LANGUAGE SHALL BE DEVELOPED, FINALIZED, AND IMPLEMENTED INTO THIS AGREEMENT VIA ADDENDUM. During the development of such addendum and until an Security addendum is finalized, the parties will collaborate to jointly implement best security practices.**

All personnel involved in the implementation of this agreement will opt in to the automatic emergency communications of both entities, such as emergency communication e-mails and/or text messages.

10. EMERGENCY NOTICE

All matters related to emergencies to students and/or staff shall be immediately forwarded to:

**HCC:**

Chief Timothy Ramirez  
3821 Caroline, Houston, Texas 77004  
Office: (713) 718-7550  
HCC Dispatch: 713-718-8888  
Timothy.Ramirez@hccs.edu

**FORT BEND ISD:**

Dr. Marc Smith  
Fort Bend ISD Superintendent  
16431 Lexington Blvd  
Sugar Land, TX 77479  
281-634-1000

11. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, FORT BEND ISD AGREES TO INDEMNIFY, RELEASE, AND HOLD HCC AND HCC'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY FORT BEND ISD AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, HCC AGREES TO INDEMNIFY, RELEASE, AND HOLD FORT BEND ISD AND FORT BEND ISD'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY HCC AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

#### 12. Criminal History Background Check Requirements

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, HCC hereby certifies that all employees and contractors of the HCC who are hired by HCC on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

HCC shall send or ensure through its usual processes that its employees and contractors send to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

HCC must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review, working with HCC's Talent Relations and Risk Management Teams.

#### 13. Records Retention and Audits

The Parties shall comply with all applicable laws regarding records including but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Freedom of Information Act ("FOIA"), the Texas Public Information Act ("TPIA"), and the Texas Records Retention laws ("RR laws").

All records and reports generated, prepared, assembled, or maintained by FORT BEND ISD in relation to this Agreement shall be available for review, inspection, and audit by HCC and its auditors. All records and reports generated, prepared, assembled, or maintained by HCC in relation to this Agreement shall be available for review, inspection, and audit by FORT BEND ISD and its auditors. Copies will be made available upon request and in conformity with FERPA, the FOIA, the TPIA, and the RR laws.

FORT BEND ISD understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct and audit or investigation in connection with any state funds distributed in furtherance of this Agreement. FORT BEND ISD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.

#### 14. Confidential and Proprietary Information

The Parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (1) hold the disclosing party's Confidential Information in strict confidence, and

(2) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (3) use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply to any portion of a party's confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party, (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such a required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party seek protective order or other remedy.

A. Student Data Sharing between HCC and FORT BEND ISD

FORT BEND ISD agrees that the data transferred from HCC to FORT BEND ISD is and shall remain the sole and exclusive property of HCC. HCC agrees that the data transferred from FORT BEND ISD to HCC shall remain the sole and exclusive property of FORT BEND ISD. The Parties acknowledge under this Agreement that individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either party. Data that is released must be used consistent with the Family Education Rights and Privacy Act ("FERPA"), HIPAA and FORT BEND ISD and HCC policies and procedures for managing student education records and other confidential information. FORT BEND ISD grants HCC, and HCC grants FORT BEND ISD permission to use such data only for the following purpose and for no other purpose: To track current FORT BEND ISD students who earned credit in a dual credit course, or have graduated or completed a sequence of courses leading to certification, FAST certification, licensure or an Associate Degree from HCC while maintaining dual enrollment at FORT BEND ISD.

- i. The scope of the data sharing between HCC and FORT BEND ISD addressed in this Agreement is limited to the following:
  1. Student Identifier
    - a. First Name, Last Name, Middle Initial.
    - b. Social Security Number (SSN) or other student record identifier.
    - c. Date of Birth (DOB).
  2. Semester End Date
  3. Dual Credit Course(s) Enrollment Information:
    - a. Course name;
    - b. Course ID;
    - c. Instructional Mode
    - d. Semester Grade;
    - e. Semester & Cumulative GPA
    - f. HCC Program, Plan, and Subplan
    - g. Associate Degree Earned (Y/N);
    - h. License Awarded (Y/N);
    - i. Certification Awarded (Y/N); and
    - j. If "Yes" to g, h or i, Provide Type and Program Name.

4. Provide FORT BEND ISD with TSIA results of any FORT BEND ISD student who tests at HCC, as available.

ii. Data Sharing

A portion of the relevant student data shall be provided by FORT BEND ISD to HCC and a portion of the data shall be provided by HCC to FORT BEND ISD. The data shall be provided in a password protected secure electronic transfer file.

1. FORT BEND ISD will provide:
  - a. Enrollment information for all students:
    - (i) First Name, Last Name, Middle Initial;
    - (ii) Social Security Number (SSN) or other student record identifier;
    - (iii) Date of Birth (DOB);
  - b. High School Attendance;
  - c. Date of High School graduation;
  - d. Endorsement areas of each student;
  - e. Special group identification, for example Futures Academy or ECHS; and
  - f. Cumulative GPAs.
2. HCC will provide persistence data:
  - g. Student Identifier;
  - h. Semester Identifier; and
  - i. Enrolled in credit course this semester (Y/N)
  - j. Available TSI-A results of students tested from FORT BEND ISD, as available.
  - k. Second semester midterm grades for rank purposes.

iii. Confidentiality

FORT BEND ISD and HCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Parent Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, FORT BEND ISD and HCC shall establish a system of safeguards that shall at minimum include doing the following:

1. FORT BEND ISD and HCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by FORT BEND ISD and HCC;
2. FORT BEND ISD and HCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information;

3. FORT BEND ISD and HCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;
4. FORT BEND ISD and HCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which used to process, store, or transmit data provided under the Agreement;
5. FORT BEND ISD and HCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;
6. FORT BEND ISD and HCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of applicable federal laws (HIPAA, FERPA, E-government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to the Agreement;
7. HCC shall return to FORT BEND ISD all data or any portions thereof requested by FORT BEND ISD or, at FORT BEND ISD's election and subject to proper notice to HCC, HCC shall destroy all or any part of FORT BEND ISD's data that is within the possession or control of HCC; and
8. HCC shall obtain permission from FORT BEND ISD prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.

15. Debarment and Suspension

HCC and FORT BEND ISD certify that it is not presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

16. General Provisions

A. Relationship of the Parties.

It is understood and agreed that HCC is a separate legal entity from FORT BEND ISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of FORT BEND ISD. HCC and its contractors assume full responsibility for the actions of their personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

B. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of HCC or FORT BEND ISD, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of HCC or FORT BEND ISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

C. Notice

Any routine notice not including ***EMERGENCY NOTICES (SEE EMERGENCY NOTICE PROVISION)*** required to be given under the provisions of this Agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Houston Community College  
Norma Perez, Ph.D.  
Chief Academic Officer  
3100 Main Street, 12th Floor  
Houston, TX 77002

**Copy to:** Houston Community College  
Office of the General Counsel  
3100 Main Street, 12th Floor  
Houston, TX 77002

To: Fort Bend ISD  
Dr. Marc Smith  
16431 Lexington Blvd  
Sugar Land, TX 77479

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

D. No Waiver of Immunity

Neither HCC nor FORT BEND ISD waives or relinquishes any immunity of defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

E. Authorization of Contract

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

F. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

G. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

## H. Governing Law; Venue

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision), and, for purposes of resolving claims or litigation relating to this Agreement, the parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas.

## I. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

## J. Complete Understanding

This Agreement shall constitute the complete understanding of HCC and FORT BEND ISD, and may not be modified in any manner without the express written consent of both parties and supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties of the Agreement.

By signing the Agreement, both parties affirm that there is no personal or financial conflict of interest between its employees and contractors or their families and the institution.

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

HCC and FORT BEND ISD have executed and delivered this Agreement to be effective as of the Effective Date.

## **SECTION 2: ELIGIBLE DUAL CREDIT COURSES**

Courses offered for dual credit by HCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Texas Higher Education Coordinating Board (THECB) or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the THECB. In addition, S.B. 1004 (84R) allows school districts in Harris County and surrounding counties to contract with any of the 10 community college districts in the region to provide dual credit programs, to the benefit of students who would have expanded choices of programs and more opportunities to earn college credit and career training. The first administration of the TSI Assessment is free to the high school students; however, any subsequent test administrations will be paid per the testing rate. Dual Credit students must meet the same eligibility requirements as any other HCC students. NOTE: Eligibility requirements are subject to change. All HCC students (including Dual Credit Students) must meet TSI requirements or multiple measures eligibility requirements unless an exception applies. Eligibility requirements are found online at: <http://www.hccs.edu/TSI>

### A. Eligibility

1. 19 Texas Administrative Code §§ 4.83(3), (10) provides for a continuing education college course to be offered for dual credit if the student (qualified under TAC 9.114 (c)) may earn credit toward satisfaction of a requirement necessary to obtain an industry-recognized credential, certificate, or associate degree:
  - (a) Is not a degree-seeking student as defined in 19 TAC 4.83(9);
  - (b) Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth in 19 TAC 4.54;

- (c) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative as set forth in 19 TAC 4.57 on relevant section(s) of an assessment instrument approved by the THECB as set forth below and in 19 TAC 4.56 or as currently mandated by the State of Texas and HCC, as outlined at: <https://www.hccs.edu/resources-for/current-students/testing-services/texas-success-initiative-tsi--college-readiness-requirement/tsia-exemptions/>;
- (d) A student that does not meet the requirements of (b-c) (relating to Exemption and Texas Success Initiative Assessment College Readiness Standards) may enroll in a math or communications College Connect Course offered by HCC.

<b><u>TYPE OF ASSESSMENT</u></b>	<b><u>Minimum</u></b> scores for Reading & Writing based classes e.g., English/History/ Government	<b><u>Minimum</u></b> scores for Reading, Writing and Math based classes e.g., Economics	<b><u>Minimum</u></b> scores for Math based classes e.g., College Algebra
ACT (TSI exemption)	40 combined on English & Reading  No Composite Score Required	40 combined on English & Reading,  22 or higher on Math  No Composite Score Required	22 or higher on Math  No Composite Score Required
SAT	480 or higher on Evidence-Based Reading & Writing	480 or higher on Evidence-Based Reading & Writing 530 or higher on Math	530 or higher on Math
STAAR	4000 or higher on Reading and Writing on English III	4000 or higher on Reading and Writing on English III  4000 or higher on Algebra II	4000 or higher on Algebra II
TSI Assessment	945 or higher with Essay 5 – Ready for College-Level English	945 or higher with Essay 5 – Ready for College-Level English  950 or higher on Math	950 or higher on Math

2. A high school student is eligible to enroll in HCC workforce education dual credit courses as follows:
  - (a) Level One certificate courses: no testing or end-of-course assessment minimum required.
  - (b) Level Two certificate courses: for enrollment in Level Two certificate courses, students must demonstrate college readiness in the subject area(s) relevant to the coursework to be attempted. College readiness shall be determined in accordance with state-approved assessments, academic records, or other criteria as defined by applicable institutional and state guidelines.
  - (c) A student may enroll only in the workforce education dual credit courses for which the student has demonstrated eligibility.

- (d) A student who is exempt from taking STAAR end-of-course assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
3. Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy the eligibility requirements in paragraphs (1) – (3), above of this subsection.
4. To be eligible for enrollment in an HCC dual credit course, students must meet all of the college’s regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.)
  - (a) Students, other than ECHS or PTECH students, wishing to enroll in more than two dual credit courses per semester at HCC must meet the guidelines established by mutual agreement between HCC and FORT BEND ISD, to include HCC’s recommendation that any student not part of an early college high school program taking more than two academic classes per semester possess a 3.0 or higher grade point average in their high school coursework.
  - (b) HCC and FORT BEND ISD agree that a student enrolling in more than two dual credit courses in a semester must pass all courses during that semester with a grade of C or better to continue to enroll in more than two dual credit courses in following semesters.
  - (c) This provision does not apply to students enrolled in approved early college high school programs.
5. HCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
6. Freshmen and sophomore students wishing to enroll in dual credit courses must have principal or counselor recommendation for consideration to take a dual credit course.
7. HCC and FORT BEND ISD will make a collaborative decision of which dual credit courses will be available for students based on the identified pathway of each student. (See section on SB 1091.)

**B. Location of Class**

1. Dual credit courses may be taught at an HCC campus or at the FORT BEND ISD campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, HCC will comply with applicable THECB rules and procedures for offering courses at a distance.
2. In addition, dual credit courses taught electronically shall comply with the THECB’s adopted Principles of Good Practice for Courses Offered Electronically and offered at the discretion of the College.

**C. Composition of Class**

Dual credit courses must be composed of dual credit students only or of dual and college credit students in accordance with Southern Association of Schools Commission on College (SACSCOC), classes shall not contain students enrolled for AP credit/testing for example. (See section on SACSCOC requirements.)

**D. Faculty Selection, Supervision and Evaluation**

1. HCC shall select or credential recommended FORT BEND ISD instructors of dual credit courses within 60 days of submission from Fort Bend ISD. These instructors must be regularly employed faculty members of the college or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at HCC; and
2. HCC shall supervise and evaluate instructors of dual credit courses annually using the same or comparable procedures used for faculty at HCC.

E. Course Curriculum, Instruction and Grading

HCC shall ensure that a dual credit course and the corresponding course offered at HCC are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

F. Funding

1. **Dual credit courses are offered free of charge to any student who lives in-district or who is a student in an ECHS or P-TECH. Dual credit courses are offered at a reduced flat fee of \$65 per course for students who live out of district.**
2. **HCC Board reserves its right to change funding structure during its periodic review and approval of waivers without altering funding structure mid-academic year. Compliance with Program Commitments, Principles of Partnership, and Joint Goals outlined in this agreement will be communicated to HCC Board of Trustees as they review continuation of the dual credit partnership funding.**
3. The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
4. HCC may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
5. This provision does not apply to students enrolled in approved Early College High School programs.
6. HCC may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.
7. HCC will pay FORT BEND ISD in accordance with HCC's compensation structure per completed section of dual credit courses, as invoiced by FORT BEND ISD, provided course sections have a minimum of 15 students for Career and Technical Education Courses or 20 students for Academic Transfer courses and which sections enroll up to the maximum of the established HCC capacity limits and do not exceed those limits. Courses with enrollment below the minimum may still take place, based on HCC's discretion; however, the amount paid will be on a per pupil basis. Payment is due 30 days from the invoice date. Funds may only be used for dual credit program expenditures. If the adjunct rate changes, it will be adjusted per the new rate.
8. If the minimum enrollment is not met and the district decides to run the class, the compensation will be pro-rated based on the student count, with all course enrollment capacities remaining consistent with HCC's established enrollment limits and not exceeding those established course enrollment limits.
9. Faculty workload will follow HCC standard practices and will not be exceeded without prior express written authorization from HCC.
10. FORT BEND ISD will invoice within 30 days of the withdrawal day.

G. Academic Policies and Student Support Services

1. Regular academic policies applicable to courses taught at HCC must also apply to dual credit courses. These policies should include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.; and
2. Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded to HCC students. HCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Disability-related accommodations in a course for which college credit is awarded will be assigned by HCC's Ability Services in accordance with current HCC policies, procedures, and applicable laws that govern the College. Students requesting accommodations are required to self-disclose with the appropriate HCC Ability Services office. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

H. Transcription of Credit

For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

I. Dual Credit Faculty

1. Embedded Faculty are defined as full-time high school teachers who teach college courses for dual credit during the regular high school day credentialed by HCC and faculty of HCC.
2. HCC Faculty are professors who work full-time or part-time teaching college courses for dual credit.

HCC will:

1. Provide curriculum and common assessments as well as identify a textbook.
2. Ensure that Department Chairs communicate with the dual credit faculty.

J. TSI Academies

TSI Academies will be planned and offered at schools based on school need. The timing for each Academy will be created based on the time constraints of each school. High School teachers are allowed to teach the TSI Academies since there is no credentialing requirement, other than being a certified English teacher or a certified Math teacher. HCC will provide TSI Academy training to district teachers to align with the HCC model and resources. Transportation for the TSI Academies will be the school's responsibility. HCC will provide reasonable parking for cars and buses during TSI and other events at HCC.

K. College Credit Program

1. A dual credit course offered under a college credit program must be:
  - (a) In the core curriculum of the public institution of higher education providing college credit;
  - (b) In a career and technical education course;
  - (c) In a foreign language course.

2. Early College High Schools are exempt from the limitations listed above.
3. HCC requires all students to identify a pathway and stay on that pathway unless they work with an advisor to change it. All students must follow one of the above-listed pathways. HCC will not offer courses outside of the pathway.

#### L. SACSCOC

All SACSCOC requirements must be followed by the school district. Section II has all of the approved SACSCOC requirements for the dual credit program. *Please note that the newly adopted statement regarding curriculum states: “Institutions may not offer courses which combine students enrolled in the college course with students who are only receiving high school credit. (Please see the SACSCOC policy “Quality and Integrity of the Undergraduate Degree.”) This means that dual credit courses must only have students who are enrolled in the college course.*

HCC will:

- (1) Provide updates related to any changes in the SACSCOC policies.
- (2) Process requests for substantive changes.
- (3) Check the overall school schedule to ensure that the school is not offering 25% or 50% of a program without the proper notification being sent to SACSCOC for approval.

FORT BEND ISD will:

- (1) Follow all SACSCOC policies and requirements. Any violation puts both the program and HCC at risk.
- (2) Work with the P-16 Initiatives Department to establish the schedule and will review the schedule with the P-16 Initiatives Department to ensure the proper SACSCOC notifications occur at the 25% and 50% points of offering a full certificate or degree program.
- (3) Allow access to department chairs, associate chairs, deans, or designees to conduct visits at each school location prior to each semester and in the middle of each semester in order to document facilities, materials, and textbooks and to allow HCC to offer support as needed for each program.
- (4) Allow access to HCC individuals who arrive to observe dual credit faculty during the school day.

### **SECTION 3: SACSCOC DUAL ENROLLMENT POLICY STATEMENT**

- A. For SACSCOC purposes, “dual enrollment” refers to courses taught to high school students for which the students receive both high school credit and college credit, regardless of location or mode of delivery. This would include such coursework offered at the high school, on the institution’s campus, or via distance education. This also includes programs and courses that may be offered under different names such as “early college,” “dual credit,” or “concurrent enrollment.” The academic rigor of such coursework matches the quality of other institutional coursework, regardless of location or mode of delivery.
- B. Institutions must ensure that their dual enrollment courses and programs comply with the Principles of Accreditation. This applies to all such educational programs and services, wherever located or however delivered. In addition, institutions being reviewed should also be prepared to demonstrate clear institutional control over these dual enrollment courses and programs.
- C. Applying the Principles of Accreditation to Dual Enrollment

- i. With the underlying concept that the Principles of Accreditation apply to all programs of the institution, regardless of mode of delivery, institutions should consider the following statements in implementing and reporting on dual enrollment programs. Similarly, reviewers should consider these statements when approving or evaluating dual enrollment programs.

D. Substantive Change

- i. An institution offering dual enrollment ensures appropriate notification and prior approval (if needed) of off-campus instructional sites where dual enrollment courses and programs are offered. Another aspect of dual enrollment that may require notification or approval could be the use of a cooperative academic arrangement to deliver courses. (Please refer to the SACSCOC policy “Substantive Change for SACSCOC Accredited Institutions.”)

E. Faculty

- i. SACSCOC defines an “instructor of record” as the faculty member qualified to teach the course. This person has overall responsibility for the development and implementation of the syllabus and for issuing grades. With very limited exceptions—particularly in the context of a dual enrollment course taught at a high school—this faculty member will provide direct instruction for the course.
- ii. The institution ensures appropriate faculty qualifications for those who provide instruction for dual enrollment courses; these faculty members possess the same academic credentials and/or documented professional experience required by the institution of all of its faculty. Graduate teaching assistants, if they are the instructor of record and providing direct instruction, should meet the same academic and/or professional criteria. In all cases, the institution bears responsibility for documenting and justifying the qualifications of its dual enrollment instructors, and they are included on the Faculty Roster when appropriate for review by a SACSCOC committee. (Please refer to the Resource Manual, Standard 6.2.b, for a broader discussion of faculty qualifications.)
- iii. An institution offering dual enrollment courses or programs ensures that a sufficient number of full-time faculty members teach and/or provide appropriate oversight for the courses/programs. Materials submitted for review by SACSCOC explain the nature of faculty oversight that ensures the quality and integrity of the courses offered. The institution has clear criteria for the evaluation of faculty teaching dual enrollment courses and demonstrates the use of these criteria.

F. Curriculum and Instruction

- i. For all dual enrollment courses offered, the institution employs sound and acceptable practices for determining the amount and level of credit awarded. Course content and rigor of dual enrollment courses are comparable to that of the same courses taught to the institution’s other students. Institutions may not offer courses which combine students enrolled in the college course with students who are only receiving high school credit. (Please see the SACSCOC policy “Quality and Integrity of the Undergraduate Degree.”)
- ii. The faculty assumes primary responsibility for dual enrollment courses. Such oversight ensures both the rigor of programs/courses and the quality of instruction.

G. Institutional Effectiveness

- i. Dual enrollment students are included within the processes used to ensure the effectiveness of campus programs. If dual enrollment students can earn a credential, then that credential and those students should be part of the institutional effectiveness process of the institution. The institution regularly assesses the effectiveness of its provision of library/learning resources and student support services for dual enrollment.

#### H. Library and Learning Resources

- i. Students have access to appropriate library resources, and the institution demonstrates that students are able to use such resources effectively. If the high school is the provider of these materials, the institution establishes the appropriateness of the collections for the courses and programs offered. The institution ensures that its students have access to regular and timely instruction in the use of library and other learning resources.

#### I. Academic and Student Support Services

- i. Academic support services are appropriate for the courses and programs offered. Institutions ensure that dual enrollment students are appropriately advised regarding the collegiate curriculum. Student support services are appropriate for dual enrollment students.
- ii. Institutions have an adequate and published procedure for resolving written student complaints, and the institution follows its policies and procedures. The institution ensures that its dual enrolled students are appropriately oriented regarding their rights and responsibilities. Documented procedures assure that security of personal information is protected.

#### J. Admissions and Transparency

- i. The institution implements appropriate eligibility and placement procedures to ensure that potential dual enrollment students are prepared for college-level courses. Dual enrollment students are usually admitted under exceptions to an institution's published admissions policies, and the institution follows commonly accepted practices in making such exceptions. Advertising, recruiting, and admissions information adequately and accurately represent the programs, requirements, and services available to students.
- ii. Statements and other representations regarding the ability to transfer credit earned in dual enrollment programs and courses are accurate and complete. The institution ensures that its registration and transcripting practices for dual enrollment students are consistent with those in effect for all other students

#### K. Faculties

- i. Dual enrollment courses are offered in adequate physical facilities, whether under the control of the institution or under the control of the high school.

### **SECTION 4: FINANCIAL AID FOR SWIFT TRANSFER (FAST) PROGRAM**

- A. The Parties have agreed to participate in the Financial Aid for Swift Transfer ("FAST") Program pursuant to Texas Education Code Chapter 28. The FAST Program allows eligible students to enroll at no cost in dual credit courses at HCC.
- B. Eligible Students. FORT BEND ISD students are Eligible Students if they:

1. Are enrolled in an eligible dual credit course at FORT BEND ISD; and
  2. Are taking a course offered through this Partnership Agreement from HCC; and
  3. Qualified for free/reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.
- C. Tuition and Fees.
1. Eligible Students shall not be charged any tuition or fees by HCC for the eligible dual credit courses.
- D. Enrollment Verification.
1. FORT BEND ISD shall be responsible for determining the eligibility of students for participation in the FAST Program. FORT BEND ISD may make the eligibility determination based on its school's records, the agency's records, or any other method authorized by the Texas Higher Education Coordinating Board or Commissioner. FORT BEND ISD is responsible for providing HCC with all necessary identification numbers, including TSDS Identifiers, at the time of enrollment. TSDS Identifiers refer to the unique identifiers assigned to each student within the Texas educational system. These numbers shall be provided for all dual credit students, regardless of FAST eligibility.
  2. FORT BEND ISD shall timely provide student eligibility data as required by law and shall provide HCC with confirmation of eligibility information upon receipt.
  3. ~~FORT BEND ISD shall certify to HCC that it has provided all needed books, supplies, and other course materials at no cost to the Eligible Student.~~
    - a. ~~FORT BEND ISD shall provide HCC with the process by which it will provide the above at no cost, including if any, policies related to electronic books, reimbursements, and book return charges.~~
  4. HCC shall certify to TEA and the THECB Student Eligibility based upon the data provided by FORT BEND ISD.
  5. Failure of FORT BEND ISD to provide eligibility and/or cost verification to HCC, may result in denial of student enrollment and/or credit.

**Exhibits Included:**

*Please note that all Exhibits applicable to this Agreement are in BOLD*

**Exhibit A: College Connections Project (Exhibits A-1, A-2 and A-3)**

*And optional programs:*

**Exhibit B: College Prep Math and College Prep English Courses (HB5)**

**Exhibit C: Early College High School and P-Tech Program**

**Exhibit D: Middle College High School**

**Exhibit E: SACSCOC The Principles of Accreditation: Foundation for Quality Enhancement**

**Signature Page to Follow**



# Exhibit A

## EXHIBIT A COLLEGE CONNECTIONS PROJECT

### TERMS AND CONDITIONS

#### 1. Purpose

The purpose of this partnership is to increase the enrollment, persistence and degree completion of FORT BEND ISD graduates at HCC through the shared access to institutional platforms and resources. The objective of this partnership is to remove barriers to access of critical information about students across institutions so that both can provide a continuity of support for FORT BEND ISD alumni transitioning to HCC for their post-secondary academic pursuits. To successfully achieve the objective, HCC and FORT BEND ISD are partnering to share technological data, and intend to grant each other log-in access and credentials to key platforms with designated representatives from each institution and the consent of their students. Each designated representative will have access to the information related to the students who have granted consent to share their information or students who have been notified about the planned disclosure and who have not objected within a reasonable timeframe. The Parties also explicitly acknowledge that certain third parties acting as agents of the Parties, such as third party researchers gathering data to measure the partnership's success, may be necessary to achieve the project goals. The Parties agree to collaborate to effectuate these purposes, and to make sure that any such agents are aware of and fully subject to the requirements of this agreement. The Parties agree to implement this partnership in accordance with the general obligations and responsibilities of each Party as set out in this Agreement and the Exhibits below, which are hereby incorporated for all purposes and made part of this Agreement:

- A. Exhibit B-1: HCC Student Interest Inventory
- B. Exhibit B-2: HCC Acceptance Letter
- C. Exhibit B-3: FORT BEND ISD Automatic Admission FERPA Notification/Consent for Automatic Admission Form

#### 2. Responsibilities of Partnership

In furtherance of the objectives of this partnership, the Parties acknowledge the following responsibilities:

FORT BEND ISD commits to:

- A. FORT BEND ISD agrees to provide designated HCC staff with credentials and access to the ACCUPLACER / Texas Success Initiative Assessment (TSIA) platform;
- B. FORT BEND ISD agrees to identify and recruit FORT BEND ISD students and facilitate their participation in designated HCC programs that support students' transition to HCC;

- C. FORT BEND ISD agrees to provide designated HCC personnel access to FORT BEND ISD campuses and students for program recruitment and enrollment activities, including embedded HCC advisors;
- D. FORT BEND ISD agrees to use access to any technological resources granted by HCC solely for the purpose of accessing relevant student information for supporting students through the enrollment process and their persistence and completion of their designated programs;
- E. FORT BEND ISD agrees to provide HCC the necessary student information to allow HCC to match IDs for the purpose of providing FORT BEND ISD the HCC ID numbers for FORT BEND ISD seniors. HCC will provide the HCC ID number for all FORT BEND ISD seniors who have one;
- F. FORT BEND ISD agrees to provide HCC with parent contact information for seniors and other specified groups of FORT BEND ISD students for the purpose of outreach and recruiting by HCC staff for College Connections and other related programs. Contact information will include student name, enrolled high school, parent/guardian name, address, phone number and email;
- G. FORT BEND ISD agrees to provide HCC names and contact information as requested for FORT BEND ISD alumni students not presently enrolled in college for the purpose of outreach and recruiting by HCC staff;
- H. FORT BEND ISD agrees to coordinate attendance requirements for seniors enrolling in College Connections related programs to allow concurrent high school or advanced enrollment prior to students' graduation date;
- I. FORT BEND ISD agrees to have all program participants apply to HCC using the ApplyTexas application;
- J. FORT BEND ISD agrees to have all program participants complete the FERPA consent form, Exhibit C to this Agreement;
- K. FORT BEND ISD shall provide FORT BEND ISD seniors and parents with notice of FORT BEND ISD's participation in "College Connections Project." FORT BEND ISD shall distribute to FORT BEND ISD seniors the "ISD/HCC Student Interest Inventory form as part of the admissions application process;
- L. FORT BEND ISD agrees to participate in activities, including in-person interviews, designed to evaluate the efficacy of the College Connections program;
- M. FORT BEND ISD agrees to collaborate with HCC leadership and staff to achieve the goals of this project, and to do so in a manner that is consistent with both parties' policies, procedures, and applicable law.

HCC commits to:

- A. HCC agrees to provide designated FORT BEND ISD staff with credentials and access to technological resources to access approved and relevant student data applicable to this project;

- B. HCC agrees to allow designated FORT BEND ISD staff access to space on requested HCC campuses to “office” and provide enhanced support to FORT BEND ISD alumni;
- C. HCC agrees to allow designated FORT BEND ISD staff to attend and participate in professional development opportunities, including training conducted for academic advisors;
- D. HCC agrees to use ACCUPLACER access solely for the purpose of accessing students TSIA scores and transferring those scores into the HCC student record;
- E. HCC agrees to provide FORT BEND ISD with the HCC ID numbers for all FORT BEND ISD seniors, subject to the other requirements of this agreement. FORT BEND ISD will provide HCC the necessary student information to allow HCC to match IDs for the purpose of providing FORT BEND ISD the HCC ID numbers for FORT BEND ISD seniors;
- F. HCC agrees to provide FORT BEND ISD, subject to the other terms of this agreement, with the names and contact information of FORT BEND ISD graduates from the last three years who are currently enrolled at HCC, along with relevant enrollment information such as number of credit hours completed, number of credit hours currently enrolled, and academic program enrolled as well as persistence risk indicators like current academic probation status or students at-risk of losing financial aid eligibility due to SAP;
- G. HCC agrees to provide FORT BEND ISD, subject to the other terms of this agreement, with the names and contact information of FORT BEND ISD graduates from the last three years who were at one time enrolled at HCC but who are not currently enrolled (have “stopped-out”);
- H. HCC agrees to make the necessary accommodations to allow FORT BEND ISD seniors to enroll in College Connections related programs prior to the students’ high school graduation date;
- I. HCC agrees to waive initial TSIA fees for FORT BEND ISD students testing in HCC testing centers. Subsequent administrations of the TSIA at HCC testing centers will be subject to existing, standard fee structures;
- J. HCC agrees to collaborate in having all program participants complete the FERPA consent form, Exhibit C to this Agreement;
- K. HCC agrees to participate in activities, including in-person interviews, designed to evaluate the efficacy of the College Connections program;
- L. HCC agrees to collaborate with FORT BEND ISD leadership and staff to achieve the goals of this project, and to do so in a manner that is consistent with both parties’ policies, procedures, and applicable law.

3. NOTICE: Project Managers

The Project Managers for each party shall be the principal point of contact for each institution regarding “College Connections Project.”

**HCC**

Dr. Betty Fortune  
Interim, Associate Vice Chancellor, Enrollment Management & Student Success  
3100 Main Street  
Houston, Texas 77002  
P: 713.718.5148

**Copy:**

Dr. Norma Perez  
Chief Academic Officer  
3100 Main Street  
Houston, Texas 77002  
P: 713-718-5042

**FORT BEND ISD**

Understanding of the Parties

- A. Nothing in this Agreement is to be construed as transferring any legally non-delegable responsibility or any responsibility not specifically described in this Agreement from one party to the other. Parent Agreement controls any area not specifically addressed within this Exhibit.
- B. Subject to the applicable laws and to the regulations of the respective Parties, information, data and reports of cooperative activities carried out under this Agreement may be released by a Party with the consent of the other Party or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.

**Exhibit A-1**

**FORT BEND ISD /HCC  
COLLEGE CONNECTIONS STUDENT INTEREST INVENTORY**

In order to better assist you with, HCC would like you to answer a few questions. The responses you provide will be used to learn more about your long-term academic and career goals.

**Please check all that apply:**

- I am currently enrolled at HCC as a Dual Credit student.
- I have already completed an application for admission to HCC.
- I have taken the TSI exam.
- I have completed the federal application for financial aid (FAFSA) for next year.
- I plan to attend another institution of higher education upon graduation.
- I plan to attend HCC upon graduation.
- I plan to take my core courses at HCC then transfer to another institution.
- I need help determining my career or educational pathway.
- I have already decided on a major/program of study.
- I am interested in short-term training programs.
- I am interested in participating in club sports and intramural sports.
- I am interested in participating in student organizations and student government.

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

School ID: \_\_\_\_\_

HCC Student ID: \_\_\_\_\_  
(If applicable)

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

**Exhibit A-2**

**HCC ACCEPTANCE LETTER**

[Office of the Chancellor Letterhead]

[HCC LOGO]

Subject: HCC Admission

HCC Student ID:

Dear [student name],

Congratulations, you are accepted!

Welcome and thank you for choosing Houston Community College-one of the largest and finest community colleges in the nation.

HCC is committed to the educational success of our students. Whether you choose to transfer to a four-year university, decide to enter the workforce, or earn a degree or certificate, we will provide you with the opportunity to acquire the knowledge and skills to be successful in today's technological and global economy.

As a future graduate of FORT BEND ISD you will have the unique opportunity to participate in **the College Connections program.** College Connections is a partnership between Houston Community College and FORT BEND ISD designed to make your transition to college as seamless as possible through an accelerated enrollment and registration process. You and your parent/guardian will be invited to attend a special pre-enrollment event where you will learn more about career options, programs of study, and receive assistance with completing the Federal Application for Federal Student Aid (FAFSA) and initiate the enrollment process.

We look forward to having you in our Eagle community!

Sincerely,

[Insert Chancellor's Signature]



**EXHIBIT A-3**

**Authorization to Release Information  
FERPA Release Form**

**HCC & FORT BEND ISD COLLEGE CONNECTIONS Program**

\_\_\_\_\_  
Student Name (Please Print)  
(FORT BEND ISD)

\_\_\_\_\_  
Student I.D. Number

Dear Student

Participation in the FORT BEND ISD-HCC College Connections provides you with additional levels of support as you transition from high school into college. This program streamlines your application and enrollment process, allows advisors at both institution to better support your, and gives you priority notice of incredible opportunities, such as summer bridge programs, career fairs, and financial aid workshops.

In order to best support participating students, HCC and FORT BEND ISD ask participating students to sign a FERPA Release Form, authorizing the release of his/her educational records to designated FORT BEND ISD College Readiness and HCC Admission and Enrollment personnel. The information will only be used for advising, program evaluation, and promotion of educational opportunities.

In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the undersigned student hereby permits FORT BEND ISD and Houston Community College to disclose the information specified below to the following agencies:

Name: HCC Office of Admission and Enrollment

Name: FORT BEND ISD College Readiness Department

If you have any questions about this form, please contact the HCC Office of Admissions at [admissions@hccs.edu](mailto:admissions@hccs.edu).

The student authorizing the release of his/her educational records must sign & present this form to the appropriate office with a photo ID to verify authenticity of this release.

***Each and every record requested below is to assist in the College Connections program helping with your success. Check the boxes below to indicate which records you wish to make available:***

**HCC: All Financial Aid Records** (records include: status of file, award and disbursement of funds information, Satisfactory Academic Progress status, income information, and any other information contained in the application or financial aid file).

**HCC: All Academic/Transcript Records** (records include: transcripts, admission and registration information, schedule documentation contained in the academic records, advising notes, and TSIA scores).

**HCC: Student Account Records** related to holds or any items preventing the student from successfully enrolling at HCC.

**HCC: All College Records**

**HCC: Other** (Please Specify) \_\_\_\_\_

**Please Note: Records for Counseling and services for Students with Disabilities may be considered medical records and are not covered under FERPA rules. A separate release form must be obtained from these departments.**

**FORT BEND ISD: All Academic/Transcript Records** (records include: TSI, SAT, and ACT test scores, transcripts, admission and schedule documentation contained in the academic records).

**FORT BEND ISD: Contact Information** (records include address, email, and phone number).

I understand the information may be released orally or in the form of copies of written records, as preferred by the requester. This authorization will remain in effect from the date it is executed until revoked by me, in writing, and delivered to the Department(s) identified above.

---

Student Signature (or Parent/Guardian of Student if younger than 18)      Date

## **Data Sharing**

The scope of the data sharing between HCC and FORT BEND ISD addressed in the following is limited to the following (for students who have signed the relevant FERPA release or who have been made aware of the planned release and have not objected within a reasonable timeframe):

### **(A) Student Identifier**

- a. First Name, Last Name, Middle Initial
- b. Social Security Number (SSN) or other student record identifier
- c. Date of Birth (DOB)
- d. Address
- e. Graduation date
- f. Gender
- g. Personal email
- h. FORT BEND ISD ID
- i. HCC ID
- j. High School
- k. Phone number
- l. Consent to receive text messages
- m. Surveys and inventories completed by the student at FORT BEND ISD relevant to student's career interests and plans
- n. HS endorsement area

### **(B) All academic/transcript records**

- a. transcripts, admission and registration information including all checklist items, schedule documentation contained in the academic records, advisor notes, early alert, TSI scores, financial aid status, cumulative credits completed, degree/credential awarded,
- b. Enrollment information including enrollment status, program plan, enrollment intensity, cumulative credits completed, academic progress, disciplinary or other account holds or student financial account information

## **Confidentiality**

FORT BEND ISD and HCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, FORT BEND ISD and HCC shall establish a system of safeguards that shall at minimum include doing the following:

- (a) FORT BEND ISD and HCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically- maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by

- contract to all subcontractors used by FORT BEND ISD and HCC;
- (b) FORT BEND ISD and HCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information and complete training as required by each institution;
  - (c) FORT BEND ISD and HCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;
  - (d) FORT BEND ISD and HCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which used to process, store, or transmit data provided under the Agreement;
  - (e) FORT BEND ISD and HCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;
  - (f) FORT BEND ISD and HCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to the Agreement;
  - (g) HCC shall return to FORT BEND ISD all data or any portions thereof requested by FORT BEND ISD or, at FORT BEND ISD's election and subject to proper notice to HCC, HCC shall destroy all or any part of FORT BEND ISD's data that is within the possession or control of HCC;
  - (h) FORT BEND ISD shall return to HCC all data or any portions thereof requested by HCC or, at HCC's election and subject to proper notice to FORT BEND ISD, FORT BEND ISD shall destroy all or any part of HCC's data that is within the possession or control of FORT BEND ISD; and
  - (i) HCC shall obtain permission from FORT BEND ISD, and FORT BEND ISD shall obtain permission from HCC, prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.

# Exhibit B

## College Prep Math and College Prep English Courses (HB5)

HCC and FORT BEND ISD agree to collaborate to develop and maintain College Prep Math and College Prep English courses that meet the requirements under Texas Education Code Section 28.014 which states that each school district shall partner with at least one institution of higher education to develop and provide courses in College Preparatory Mathematics and College Preparatory English.

- (A) HCC agrees to provide Student Learning Outcomes for the courses being offered, provide syllabi of the courses being offered, and provide the departmental final exams for the courses no later than three weeks prior to the administration of the exams.
  
- (B) HCC agrees to the following for both the Mathematics and Developmental Reading and Writing (INRW) courses:
  - (1) To post TSI exemption status for the component area relevant to the HB 5 course(s) passed on the student's official HCC transcript;
  - (2) To share data and provide feedback regarding student success on entry level college mathematics and English courses;
  - (3) To train advisors to recognize and honor course(s) on school district transcripts;
  - (4) To ensure that students are counseled directly into the appropriate college level mathematics, English, and all other courses that require mathematics and English language arts college readiness;
  - (5) To provide the Student Learning Outcomes for INRW 0420;
  - (6) To provide the types of essays required (expository, persuasive, and literary analysis);
  - (7) To provide the final exam for the Integrated Reading and Writing (INRW 0420) course no later than three weeks prior to the administration of the exams.
  - (8) In order to receive a TSI exemption, the student must earn at least a grade of C in the College Prep Course.
  - (9) Information regarding *accelerated*.
  
- (C) FORT BEND ISD agrees to the following for both the Mathematics and English courses:
  - (1) To provide highly qualified instructors for the courses being taught;
  - (2) To identify students who are not college ready as stated in HB 5;
  - (3) To provide professional development and resources required to teach the Mathematics and English courses;
  - (4) To identify successful completion of the course(s) and students' final exam grades as applicable on the student transcripts as determined by the State of Texas PEIMS number;

- (5) To provide curriculum for the course that is consistent with HCC Student Learning Outcomes per the standards established by HCC;
  - (6) To follow the school district's Grading Expectations and provide information for early alert identification, dean's list identification, academic probation or suspension, and student eligibility for academic honors;
  - (7) To deny students enrolled in these courses exemptions from HCC final exams;
  - (8) To ensure that students fill out either an HCC online application or an ApplyTexas.org application; and
  - (9) To provide assistance with college applications, enrollment and financial aid applications.
- (D) FORT BEND ISD agrees to the following for the College Preparatory Mathematics courses:
- (1) To administer the HCC departmental final exam. Students may not use calculators on the exam;
  - (2) To provide and utilize Math XL as possible (the use of Math XL is optional so long as all course topics are taught). No calculator may be used by students on the final exam for each student enrolled in the course;
  - (3) In order for a student to receive TSI exemption in Mathematics at HCC, the student's grade must be a C or above according to FORT BEND ISD's grading scale; and
  - (4) The course(s) will each be posted on the student transcript as independent one-semester courses designated by course name.
- (E) FORT BEND ISD agrees to the following for the College Preparatory English courses:
- (1) To administer the HCC INRW final exam as part of the students' course grade;
  - (2) To teach and grade the required essays according to the rubrics agreed upon by HCC. (TEA Rubrics for Expository, Persuasive, and Literacy Analysis); and
  - (3) In order for a student to receive TSI exemption in ELA at HCC, the student's grade for each semester must be at least a C according to FORT BEND ISD's grading scale. HCC and FORT BEND ISD will attempt to collaborate as much as possible to ensure that the essay grading standards are consistent with those of HCC. There is no essay revision allowed once the final exam and course ends.
- (F) FORT BEND ISD agrees to the following for both the Mathematics and English courses:
- (1) To provide highly qualified instructors for the courses being taught;
  - (2) To identify students who are not college ready
  - (3) To attend professional development offered by HCC; and
  - (4) To provide professional development and resources.

(G) TSI Exemption

The TSI Exemption for high school College Prep courses is now 24 months. A student must enroll in HCC within 24 months of a student's graduation from high school. If the student does not pass the College Prep English and/or the College Prep Math course, the student must be advised of accelerated options. THECB must track and report outcomes to both the school district and the higher education institute.

# Exhibit C

## Early College High School

Early College High School provides FORT BEND ISD students a “seamless” pathway from high school to college and career exploration. It also allows high school students to gradually integrate into college course work through a traditional high school degree plan. This integration requires dual enrollment, with students demonstrating mastery of the knowledge and skills on an HCC designated placement test. Upon successful completion of the FORT BEND ISD standards for graduation, students may elect to leave Early College High School for higher education, or they may choose to remain for an additional year. During this additional year, the student will be enrolled primarily in college credit-bearing courses. Individualized support will be provided by the Early College High School. Students who graduate from Early College High School at the end of this additional year will have not only a Texas Scholar diploma, but also may have accumulated 60 college credits, transferable to a post-secondary institution inside the state of Texas.

**(A) Duties of College.** HCC agrees to:

- (1) Collaborate with FORT BEND ISD and ECHS officials in participation with a nationally recognized organization which offers professional development, support documentation, research, national/state recognized standards for dual credit programs;
- (2) Collaborate with FORT BEND ISD and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the partnership;
- (3) Collaborate with FORT BEND ISD and ECHS officials to fulfill all Texas Education Agency requirements, including to:
  - (a) Provide academic support (tutoring) from the Institution of Higher Education (“IHE”) partner for the more difficult courses such as ECON 2301, and communicate the tutoring services and schedules to the ECHS;
  - (b) Provide TSI preparation courses to support students in college-readiness efforts;
  - (c) Ensure all HCC embedded and adjunct professors utilize the Early Alert System to make ECHS aware of failing students; Student’s are not penalized with an automatic drop or withdrawn if the Early Alert System has not been utilized.
  - (d) Provide a synchronized and user friendly academic plan for students, parents, the IHE and the ECHS academic advisory team;
  - (e) Ensure that the academic plan which leads to the associate’s degree is also a pathway to the bachelor’s degree;
  - (f) Permit/ensure ECHS participation in all P-16 meetings;
  - (g) Ensure approved dual credit courses are available to all Early College students on a continual basis as required to meet graduation requirements for both high school and the college;

- (h) Ensure that all courses offered for ECHS students is in a face to face modality.
- (i) Ensure any adjunct professors are secured for classes no later than 90 days before the start of the course.
- (j) Provide academic counseling and guidance for ECHS students by the IHE partner;
- (4) Collaborate with FORT BEND ISD on the building plans and funding arrangements for the agreed upon shared space by ECHS and HCC;
- (5) Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of ECHS including, but not limited to locks, HVAC, plumbing and custodial services; and
- (6) Schedule to lock or unlock buildings and rooms so that ECHS personnel have appropriate access to campus and staff.

**(B) Duties of High School.** FORT BEND ISD agrees to:

- (1) Collaborate with HCC and ECHS officials in participation with a nationally recognized organization which offers professional development, support documentation, research, national/state recognized standards for dual credit programs with the Middle College National Consortium;
- (2) Collaborate with HCC and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the partnership;
- (3) Pay all costs associated with HCC's set up of telephone, electronic mail and other telecommunication equipment and services for use of the ECHS students, faculty and staff. Payment is due within 30 days of invoice.;
- (4) Provide its own computer equipment, network and software needs, which are compatible with all of HCC's required software and networks;
- (5) Abide by HCC rules and regulations regarding building use, security, and students' rights and responsibilities; and
- (6) Collaborate with HCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance, including:
  - (a) The ECHS will post IHE grades to the High School transcript in a timely manner so that no course duplication occurs;
  - (b) The ECHS will utilize information from the Early Alert System in order to assist students in the class and address the problem/issue which has initiated the alert; and
  - (c) The ECHS will closely monitor attendance reports to discourage excessive absentees and/or skipping IHE classes.

**(C) Expenses Relating to Use of College Facilities**

- (1) Classrooms, faculty and administrative space:

- (a) FORT BEND ISD agrees to reimburse HCC for actual costs of utilities, security, and custodial costs on an actual use basis for the ECHS space. Cost to reimburse must be invoiced to FORT BEND ISD within 60 days of when they are incurred. Reimbursement will be due within 30 days of invoice;
  - (b) ECHS shall furnish its own personal property including office equipment to furnish its space. Personal property shall be portable, and not become a fixture by permanently adhering to the same to the floors, ceiling, walls, or the building; and
  - (c) FORT BEND ISD will be responsible for space for any expansion of the ECHS space in the future.
- (2) Shared Space:
- (a) HCC and FORT BEND ISD agree to share usage, without cost, of certain rooms, the coordination of which will be the responsibility of FORT BEND ISD's Assistant Superintendent, College Readiness, or his designee, and HCC Campus Manager in affiliation with HCC's Associate Vice Chancellor of College Readiness or her designee.

**(D) Pathways in Technology Early College High School (P-TECH)**

- (a) Pathways in Technology Early College High School (P-TECH) is an open enrollment work-based education program available to 9<sup>th</sup> through 12<sup>th</sup> grade students that allows students to complete college coursework through dual enrollment. This Early College learning experience will develop partnerships with School Districts, Institutions of Higher Education (IHEs), Business and Industry to develop internships, apprenticeships, and job training, giving students work-based learning opportunities. The P-TECH program will allow students the opportunity to complete an associate degree, post-secondary certificate, or industry certification while completing work-based training and earning a high school diploma.
- (b) The P-TECH high school concept is a collaboration between the Texas Education Agency (TEA), Texas Workforce Commission (TWC), and the Texas Higher Education Coordinating Board (THECHB), working together to ensure these common goals:
  - i. Meeting regional workforce needs
  - ii. Transferability of courses among Institutions of Higher Education (IHEs)
  - iii. Internships, apprenticeships, and other work-based education programs

**(c) Relevant Legislation**

- i. General Appropriations Act, Article III, Rider 67, 85th Texas Legislature, 2017
- ii. Texas Education Code (TEC) §§29.551 -29.557

**(d) Reference:**

- i. Pathways in Early College High School (P-TECH). (February 2019). Retrieved from <https://tea.texas.gov/ptech/>

# Exhibit D

## Middle College High School

This agreement is made and entered into by and between Houston Community College District (hereinafter HCC) and the **FORT BEND ISD** on behalf of Middle College High Schools (MCHS) to be located on the Fraga Campus of HCC Southeast College for the purpose of HCC allowing FORT BEND ISD to use HCC premises for conducting high school classes under the following terms and conditions.

The Middle College High School (MCHS) and the Early College High School (ECHS) are variations of an innovation first started at LaGuardia (NY) Community College in 1974. The basic idea is to group a small number of students in a high school located on a college campus. The goals of the school are to reduce the high dropout rates that typically characterize crowded urban schools, better prepare students for college, and attract more students to higher education.

Whereas the ECHS is intended to prepare high school students to complete as many college-level credit hours as possible, up to and including those for the award of an associate's degree, the Middle College High School serves students at a lower academic level, or "graduates within reach." The MCHS is smaller (150 students), has a similar high school staff (principal, faculty, counselor), operate on a college site during "off-peak" hours (e.g., 7am – 5 PM), and has reduced expectations in terms of students' completion of college level hours while students are still in high school.

**(A) Scope of Agreement:** The scope of the agreement and the parties agree as follows:

- (1) **The purpose of this agreement** is to allow the MCHS to use designated areas of the Gulfton Campus of HCC-Southwest College and the Fraga Campus of HCC-Southeast College for:
  - (a) Conducting classes for its high school students;
  - (b) Office space for faculty and administrators.

**(B) Cost.** HCC will charge FORT BEND ISD \$0.20/per square foot per month for maintenance, housekeeping, and utilities for the space utilized by the MCHS. For example: 7,000 sq. ft. x \$0.20 per square foot = \$1,400 per month or \$14,000 for 10 months.

**(C) Principles for Partnership**

- (1) Establishment of a full and equal partnership between HCC and FORT BEND ISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions.
- (2) Collaboration in planning, implementation, and continuous improvement of MCHS programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
- (3) Provision of college readiness and dual credit courses for which MCHS might qualify.
- (4) Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
- (5) Financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully and at a cost-neutral basis for HCC.
- (6) Shared use of facilities, including designated classrooms, labs, offices, and libraries that reduce the operating cost and promotes collaboration of students, faculty, staff, and community members in program success.
- (7) Selection of students that reflects the diversity of Houston.

**(D) Duties of College.** HCC agrees to:

- (1) Collaboration with FORT BEND ISD officials in the design and execution of challenging and innovative instructional programs including college prep, dual credit, and developmental education classes; scheduling of classes; recruitment/admission of eligible students; program evaluation; and marketing of the partnership.
- (2) Collaborate with FORT BEND ISD to fulfill all requirements of the Texas Education Agency, the Texas Higher Education Coordinating Board, and the Commission on Colleges, Southern Association of Colleges and Schools (SACSCOC).
- (3) Collaborate with FORT BEND ISD officials to fulfill any grant expectations and seek additional grant dollars in support of the partnership.
- (4) Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of MCHS including, but not limited to locks, HVAC, plumbing, and custodial services.
- (5) Include the MCHS Principal in College Executive Team meetings as appropriate.
- (6) Provide MCHS faculty, staff, and students with college ID cards as appropriate and at no charge.
- (7) Provide shared security with FORT BEND ISD.
- (8) Collaborate with FORT BEND ISD officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.

**(E) Duties of High School.** FORT BEND ISD agrees to:

- (1) Collaborate with HCC officials in the design and execution of challenging and innovative instructional programs (including early college, dual credit, and developmental education classes); scheduling of classes; recruitment of eligible students; program evaluation; and marketing of the partnership.
- (2) Collaborate with HCC officials to enroll students before the date of record.
- (3) Collaborate with HCC to fulfill all Partnership Agreements guidelines in the offering of any Dual Credit, college prep, and developmental classes.
- (4) Collaborate with HCC to fulfill all requirements of the Texas Education Agency, Texas Higher Education Coordinating Board and Commission on Colleges, Southern Association of Colleges and Schools (SACSCOC).
- (5) Collaborate with HCC officials to fulfill any grant expectations and seek additional grant dollars in support of the partnership.
- (6) Collaborate with HCC on any plans for use of shared space for the MCHS.
- (7) Pay all costs in relation to instructional and student services personnel for operation of the MCHS, including one-half salary for a dedicated “liaison position” to ensure smooth communications between FORT BEND ISD and HCC.
- (8) Pay all costs associated with the set up and ongoing operation of telephone, electric mail, and other telecommunication equipment and services, electricity, security, and other designated costs of the MCHS.
- (9) Pay all costs associated with intentional damage to the building space, such as graffiti or intentionally damaging equipment in the building space.
- (10) Provide shared security HCC.
- (11) Provide its own computer equipment, network and software needs as well as instructional materials and equipment, including labs.
- (12) Allow MCHS Principal to participate in HCC College Executive Team meetings as appropriate.
- (13) Abide by HCC rules and regulations regarding building use, security, and students’ rights and responsibilities.
- (14) Collaborate with HCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.
- (15) Collaborate and mutually agree with HCC on students’ restricted use of parking. HCC and FORT BEND ISD will provide parking fees consistent with the fees charged HCC students and employees.

# **Exhibit E**

## **SACSCOC The Principles of Accreditation: Foundation for Quality Enhancement**

(See the attached document.)

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Residential and Nonpublic Day School Services</b>		
<b>Board Policy: CH (Legal)</b>	<b>District Priority: Priority 1</b>	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval to authorize the Superintendent, or his designee, to execute agreements with the authorized residential and day treatment service providers listed below as needed for the 2025-26 school year.
<b>Residential Treatment Service Providers:</b> Autism Treatment Center Bayes Achievement Center Behavior Network Shiloh Treatment Center, Inc. Texas Hill Country School
<b>Day Treatment Service Providers</b> Avondale House Harris County Department of Education Monarch School and Institute Providence Treatment Center Behavior Network River Oaks Academy Shiloh Treatment Center, Inc.

<b>Summary/Background</b>
Each year, districts are required under federal guidelines to set aside 25% of IDEA funds for residential and nonpublic day school services. Students' placement in a residential or nonpublic day school setting is determined by the Admission Review and Dismissal committee, after all other resources for special education services within the school district have been exhausted.

# Fort Bend Independent School District

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan  
Deputy Superintendent Teaching & Learning

Dr. Adam Stephens  
Chief Academic Officer

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Interlocal Agreement Expose Excellence Youth Program</b>			
<b>Board Policy: FED (Legal) &amp; FEA (Local)</b>		<b>District Priority: Priority 2</b>	
<b>Department:</b> Deputy Superintendent Teaching & Learning			
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	

<b>Recommendation</b>
Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County, and Fort Bend County Juvenile Board for the 2025-26 school year for the Expose Excellence Youth Program.

<b>Summary/Background</b>
<p>FBISD has collaborated with Fort Bend County (“County”) and the Fort Bend County Juvenile Board (“Juvenile Board”) to address prevention and intervention youth services through the Expose Excellence Youth Program (“Program”). The goal of the County program is to apply pro-active services, strategies, and meaningful interventions to assist at-risk students with skills to thrive in FBISD. Program services will be primarily provided at the Fort Bend County Juvenile Justice Alternative Education Program (JJAEP), or any County owned or leased location.</p> <p>As provided in the agreement, the County shall assign case workers to students that are referred to the Program. These caseworkers will work as liaisons to coordinate and provide follow up with students to provide wrap around services, and will work with the student attendance specialists, school administrators, counselors, social workers, and community resources to address the social factors behind youth determinants of academic and behavioral success. Additionally, the caseworkers will provide quarterly reports to apprise FBISD of the program's impact on students serviced and support needed. In return, the County agrees to provide the Expose Excellence Youth Program to FBISD youth at no cost. Our goal is to continue to deter misconduct and improve the overall academic, physical, and social emotional health of students in our community while fostering student ownership of learning and behavior.</p> <p>This agreement would begin the date of execution by the last party and end July 31, 2026, unless terminated earlier by the parties.</p>

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan  
Deputy Superintendent of Teaching and Learning

Lisa Langston  
Executive Director of Student Affairs

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

**INTERLOCAL AGREEMENT FOR PREVENTION AND INTERVENTION YOUTH SERVICES  
BETWEEN FORT BEND COUNTY JUVENILE BOARD AND  
FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Agreement for Prevention and Intervention Services is made by and between the **Fort Bend County Juvenile Board** ("County") and **Fort Bend Independent School District**, ("FBISD") all governmental entities under the Interlocal Cooperation Act.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services which may include governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the County and FBISD are mutually interested in the public goals of prevention and intervention services for students considered at risk of entering the juvenile justice system; and intervention services for juveniles engaged in misconduct before cases are filed, excluding traffic offenses; and

**WHEREAS**, the County finds that the Services covered by this Interlocal Agreement qualify for funding through County and State funds.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.     Scope of Services:

The County will supply community activity officers to provide the Expose Excellence Youth Program ("Program") to FBISD youth at no cost.

**Program Background:**

Subject to County's discretion as to capacity, the Program will serve approximately 75- 150 at-risk students ages 10-17 who are enrolled in a FBISD campus. The Program will include the following services:

- A. Job Skills and Career Training;
- B. Business and Entrepreneur Workshops;
- C. Recreational Activities;
- D. Life Skills Training;
- E. Field Trips;
- F. Self-Expression Activities (Spoken Word, Poetry, and Visual Arts);
- G. Tutoring Services;

- H. Driver's Education;
- I. Financial Aid Advocacy and Support;
- J. Academic Support and Advocacy;
- K. Transportation;
- L. Exposure to Fine Arts;
- M. Case Management;
- N. Campus Visits;
- O. Attendance Interventions;
- P. Dropout Prevention Coaching and Mentoring;
- Q. Strategies to Develop Independent Study Skills;
- R. Mental Health and Substance Abuse Services;
- S. Mentoring and Wrap Around Services for Parents; and
- T. Other mutually agreed upon activities consistent with this Agreement.

Both Parties agree to keep communication open and ongoing to review strategies for improvement and ensure program objectives are met. One meeting per semester will be held with FBISD and the County to discuss program data and status.

**Program Recruitment:**

The County will collaborate with FBISD to recruit students into the Program utilizing a referral process, with an emphasis on referrals from home campuses to the County, by and through the Juvenile Probation Chief. The decision to refer a student to the Program rests solely in the professional discretion of FBISD, and FBISD is under no obligation to refer any student or a minimum number of students.

County will create a consent form to be executed by a parent/guardian prior to student participation in the program. The Parties may, but are not required to, collaborate on this feature of the program.

Program services will be primarily implemented at any Fort Bend County owned or leased location as determined by the Juvenile Probation Chief. In the event a Program activity will occur on a FBISD campus, the County agrees to comply with all campus visitor protocols, FBISD Criminal Background History check procedures, and receive advanced written confirmation from the campus Principal or designee (email notification is acceptable) confirming approval of the activity and availability of the facility and campus personnel.

FBISD will not provide student transportation related to this program. Any such student transportation shall be provided or arranged by the County.

### **Program Data and Evaluation:**

The County shall track and monitor Program participation and outcomes using the County's own criteria. The County agrees to provide monthly student data to include number of current students in the program, year to date numbers, and program summary.

- II. Scheduling and the manner in which services are provided shall be determined by the Juvenile Probation Department, with reasonable consideration given to programing requests from FBISD.
- III. It is expressly understood and agreed to by the Parties that:
  - A. The community activity officers shall be subject to the management and supervision of the Juvenile Probation Chief in the same manner as all other juvenile probation department employees, even though they may perform activities on a FBISD property. Such control and supervision includes, but is not limited to: hiring, supervision, discipline, and termination of the community activity officers; and
  - B. The community activity officers will not be required to perform any FBISD administrative duties; and
  - C. The provision of any required educational services remains the sole responsibility of FBISD personnel.

### V. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from **August 1, 2025**, through **July 31, 2026**.

### VI. Compensation

The Parties agree that the benefit to their mutual constituents and surrounding areas is fair compensation for Services performed under the contract and that any funds required of a party for their own performance will be from current revenues available to the Party. The services provided by the County are at no cost to FBISD.

### VII. Confidentiality

FBISD and the County agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The County understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and personally identifiable information of Students and agrees to abide by FERPA rules and regulations, as applicable.

Specifically, any document provided by FBISD to the County is considered subject to FERPA, and the County should consider any such document confidential.

#### VIII. Relationship of Parties

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

#### IX. Notice to Parties

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

B. Notice to County shall be sent to:

Fort Bend County Juvenile Board  
ATTN: Chief Juvenile Probation Officer  
122 Golfview Drive  
Richmond, Texas 77469

C. Notice to FBISD:

Fort Bend Independent School District  
Attn: Superintendent  
16431 Lexington Blvd.  
Sugar Land, Texas 77479

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

#### X. Insurance

A. FBISD shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage, and limits of coverage. FBISD shall obtain such insurance written on an Occurrence form from such licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. The Parties acknowledge FBISD is self-funded in accordance with the laws of the State of Texas.
  2. FBISD agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.
  3. Business Automobile Liability coverage applying to the negligent operation of owned, non-owned and hired automobiles by FBISD drivers with limits not less than \$100,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. If required coverage is written on a claims-made basis, FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
- C. FBISD shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- D. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- E. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the FBISD.

#### XI. Indemnification

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

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

XII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

XIII. Miscellaneous Provisions

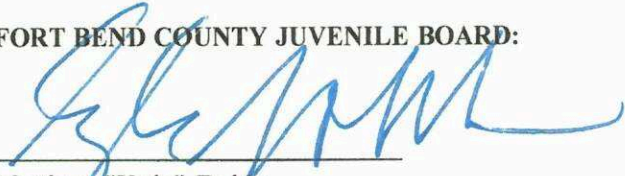
- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by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

*{Remainder of page intentionally left blank}*

*{Execution page to follow}*

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

**FORT BEND COUNTY JUVENILE BOARD:**

  
\_\_\_\_\_

Matthew "Kyle" Dobbs  
Chief Juvenile Probation Officer

Date: 5/28/25

**FORT BEND INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Dr. Marc Smith, Superintendent of Schools

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

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Review: School Boundary Advisory Committee Membership</b>		
<b>Board Policy: FC (Local)</b>	<b>District Priority: Priority 3</b>	
<b>Department:</b> Deputy Superintendent Chief of Staff		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item. <input type="checkbox"/> Reviewed by Deputy Superintendent <input checked="" type="checkbox"/> Reviewed by Chief of Staff		

<b>Recommendation</b>
<p>Consideration and approval to fill vacancies on the School Boundary Advisory Committee (SBAC) as set forth in Policy FC(Local).</p>

<b>Summary/Background</b>																												
<p>The SBAC was previously approved by the Board of Trustees on September 16, 2024. During the prior boundary planning process, several members were not able to commit to returning for the continuation of the Long-Range Boundary Planning Process.</p> <p>To remain in compliance with Policy FC (Local) and in preparation for the upcoming boundary work, six members are being replaced. This ensures that there will be two individuals and an alternate representing each high school feeder pattern.</p>																												
<b>Proposed Replacement SBAC Members:</b>																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Feeder Pattern</th> <th style="width: 25%;">First Name</th> <th style="width: 25%;">Last Name</th> <th style="width: 25%;">Role (ES, Secondary, or Alternate)</th> </tr> </thead> <tbody> <tr> <td>Crawford</td> <td>Leurisa</td> <td>Watson</td> <td>Alternate</td> </tr> <tr> <td>Dulles</td> <td>Lauren</td> <td>Scroggins</td> <td>Alternate</td> </tr> <tr> <td>Elkins</td> <td>Maria</td> <td>Hudgins</td> <td>Alternate</td> </tr> <tr> <td>Kempner</td> <td>Sumalya</td> <td>Ali</td> <td>Alternate</td> </tr> <tr> <td>Marshall</td> <td>Tracy</td> <td>Spencer</td> <td>Alternate</td> </tr> <tr> <td>Willowridge</td> <td>Alicia</td> <td>Duplechain</td> <td>Alternate</td> </tr> </tbody> </table>	Feeder Pattern	First Name	Last Name	Role (ES, Secondary, or Alternate)	Crawford	Leurisa	Watson	Alternate	Dulles	Lauren	Scroggins	Alternate	Elkins	Maria	Hudgins	Alternate	Kempner	Sumalya	Ali	Alternate	Marshall	Tracy	Spencer	Alternate	Willowridge	Alicia	Duplechain	Alternate
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Willowridge	Alicia	Duplechain	Alternate																									

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

# Fort Bend Independent School District

Submitted by:

Beth Martinez

Deputy Superintendent Chief of Staff

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Frozen and Chilled Beverages (COOP)</b>			
<b>Board Policy:</b> CH, CV, or DBD (Local)		<b>District Priority:</b> Priority 3	
<b>Department:</b> Chief Financial Officer			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
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.

<b>Summary/Background</b>
<p>The Fort Bend ISD Child Nutrition Department (CND) is seeking approval for the procurement of frozen and chilled beverages as part of its plan to incorporate these products into its Child Nutrition Programs, including the National School Lunch Program and School Breakfast Program. These beverages, such as 100% fruit juice slushes and low-fat smoothies, meet United States Department of Agriculture (USDA) meal patterns and Smart Snacks standards and align with the District's wellness policy by supporting student hydration and nutritional needs.</p> <p>This addition is intended to enhance the appeal of school meals, increase student participation, and help maximize federal reimbursements while reducing food waste. The availability of these beverages will also improve operational efficiency through grab-and-go convenience and reduced service time. Incorporating these offerings supports student wellness, encourages innovation in nutrition services, and reflects the District's commitment to continuous improvement.</p>

# Fort Bend Independent School District

This contract seeks approval under relevant statutes, including Chapter 44, § 44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposal awards worth \$50,000 or more.

Under the authority of the Texas Government Code §791.001 and the Interlocal Cooperation Act as amended, local governments like Fort Bend ISD are allowed to contract with each other and other government agencies. This Act exempts the requirement of seeking competitive bids for goods and services, once a school district determines that a local cooperative purchasing program offers the best value, to enhance efficiency and effectiveness.

The current cooperative contract is active through July 2030. Should the contract not be renewed for the full term, staff will utilize an alternate cooperative contract or return to the Board to request authorization to utilize an alternate procurement method.

The term of this contract is for one (1) year with four (4) optional one-year extensions. The contract term will begin on July 29, 2025, and will run through July 28, 2026. With the four (4) option years, the contract can be extended until July 28, 2030.

## **Background**

Expenditures are not expected to exceed \$2,000,000 through July 2030. Funding is included in the budget.

Requested by:	Matthew Antignolo, Executive Director Child Nutrition Bryan Guinn, Chief Financial Officer	
Vendor:	Freezing Point, LLC	
Budget Sources:	Child Nutrition Fund Grant Fund	
Amount:	Not to Exceed \$2,000,000	
<b>Other Supporting Information</b>		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	N/A	
Number of vendors downloaded the solicitation:	N/A	
Number of responses received:	N/A	
Number of "no bid" responses received:	N/A	
Length of commitment:	Through July 2030	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

# 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

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Supplemental Benefits for Non-Emergent Surgeries</b>	
<b>Board Policy: CH, CV, or DBD (Local)</b>	<b>District Priority: Priority 3</b>
<b>Department:</b> Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.	
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval for the 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.

<b>Summary/Background</b>
<p>On August 17, 2020, the Board approved RFP 20-099JB Supplemental Benefits for Non-Emergent Surgeries which will expire on December 31, 2025. On February 6, 2025, the District issued RFP 25-040KB soliciting proposals for Supplemental Benefits for Non-Emergent Surgeries. Three (3) vendors submitted proposals.</p> <p>This employee benefit program covers elected surgeries at 100% for employees and dependents enrolled in a qualifying Fort Bend ISD medical plan. This benefit includes all services associated with the surgery, such as physician fees, anesthesiologist fees, facility fees, and any labs or imaging services provided during the surgical process (excludes pre-operative and post-operative services). The employee is not directly billed. All charges are assumed by the plan sponsor, Fort Bend ISD.</p> <p>Lantern provides a high-performing surgical provider network to help reduce medical costs for the most commonly performed surgeries, such as hysterectomy, carpal tunnel, hernia repair, knee, spine, shoulder, and hip surgeries, in addition to over 100 additional elective procedures. Lantern provides access to top surgeons with specializations in various surgical procedures. All contracted providers are board-certified and have gone above and beyond the minimum standards in their area of specialty.</p>

# Fort Bend Independent School District

Based on rates, benefits provisions, customer service, provider disruption, and a combined offering, the District’s evaluation committee recommendation is to continue the District’s partnership with Employer Direct Healthcare (d/b/a Lantern).

An evaluation committee consisting of representatives from the Employee Benefits & Wellness Committee, Business & Finance, Payroll & Compensation, and Human Resources (Employee Benefits & Wellness) departments reviewed the vendor submissions. The District utilized the “Best Value” selection process in accordance with Chapter 44, §44.031(b) of the Texas Education Code, as well as CH (Legal) and CH (Local) District purchasing and acquisition policies.

The term of the contract is for one (1) year with two (2) optional one-year extensions. The contract term will begin on January 1, 2026, and will run through December 31, 2026. With the two (2) option years, the contract can be extended until December 31, 2028.

**Background**

Expenditures for Plan Year 2024 were \$2,056,578. Expenditures are not expected to exceed \$7,138,803 through December 2028.

Requested by:	Glenda Johnson, Chief Human Resources Officer Bryan Guinn, Chief Financial Officer	
Vendor:	Lantern***	
Budget Sources:	Healthcare Fund	
Amount:	Not to Exceed \$7,138,803	
<b>Other Supporting Information</b>		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	2007	
Number of vendors downloaded the solicitation:	24	
Number of responses received:	3	
Number of “no bid” responses received:	0	
Length of commitment:	Through December 2028	
Last solicitation date:	August 17, 2020	
Supporting documents:	Evaluation Summary and Rubric	
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:

Glenda Johnson  
Chief Human Resources Officer

Bryan Guinn  
Chief Financial Officer

# PLANNED SURGERY



## Guided Access to Excellent Surgical Care

### What is SurgeryPlus?

With your SurgeryPlus benefit, you can be sure you're getting the best surgical care for your unique needs. And the best part is that it's already included in your benefits at **no additional cost**.

### Here's What's Covered

You'll pay less when you use your SurgeryPlus benefit. Your coverage includes:\*

- Dedicated support and guidance
- Personalized matching with the best surgeon for your needs from our network of excellent providers
- Consults and appointments with your SurgeryPlus surgeon
- Anesthesia, procedure and facility (hospital) fees

\*Testing, scans, imaging, durable medical equipment, and physical therapy expenses may not be included. However, coverage may be available through your medical plan.

Getting back to health is easy.  
**Just follow these simple steps:**



#### Step 1

Call a Care Advocate to get started. They're here to help you every step of the way.



#### Step 2

Match with an excellent surgeon from our network. You'll be in good hands with our carefully selected surgeons to meet your needs.



#### Step 3

Be on your way to feeling better without the stress of high medical costs.



When you need to plan a surgery, SurgeryPlus is here for you! Scan to visit our website today.

¡Visita la página **SurgeryPlus.com** y selecciona español para obtener más información!

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# Commonly Covered Procedures

Lantern covers more than 1,500 different procedure types. If you need a procedure that you do not see below, Call a Care Advocate to confirm if your procedure is covered.

## Joint Replacement and Revision

- Ankle
- Knee
- Elbow
- Shoulder
- Hip
- Wrist

## Spine

- Artificial Disk Replacement
- Cervical Disk Fusion
- Laminectomy
- Laminotomy
- Lumbar Interbody Fusion
- 360 Spinal Fusion

## Orthopedic

- Arthroscopy (Knee/Shoulder)
- Bunionectomy
- Carpal Tunnel Release
- Ligament Repair
- Rotator Cuff Repair

## Cardiac

- Cardiac Ablation
- Defibrillator Implant
- Pacemaker Implant
- Pacemaker Replacement
- Valve Surgery

## Ear, Nose, Throat (ENT)

- Ear Tube Insertion
- Ear Infection
- Septoplasty
- Sinuplasty

## Gynecological

- Hysteroscopy
- Hysterectomy
- Myomectomy
- Ovary Removal

## General Surgery

- Hernia Repair
- Gall Bladder/Laparoscopic Cholecystectomy
- Thyroid
- Excision of Mass

## Interventional Spine/Pain

- Cervical Epidural
- Lumbar Epidural Steroid
- Stellate Ganglion Block
- Epidural Blood Patch

## Gastroenterology (GI)

- Upper GI Endoscopy

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Copier Lease, Maintenance, and Related Items (Renewal)</b>			
<b>Board Policy:</b> CH, CV, or DBD (Local)		<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations			
Are there related documents to be signed by the Board? NO			
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.			
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval 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.

<b>Summary/Background</b>
<p>On March 23, 2020, the Fort Bend ISD Board of Trustees approved the purchase of Copier Lease, Maintenance, Equipment and Related Items through RFP 20-063JB.</p> <p>Through this contract the District secures leased equipment, copier maintenance, and back-end management support for its copier fleet. The agreement facilitated the distribution of updated copiers (in 2020) across all departments and campus locations, significantly reducing outsourced printing jobs. Additionally, it introduced new and efficient capabilities such as secured printing to minimize waste, automated supply orders, enhanced job tracking, and advanced reporting functions for business analytics. Annual savings compared to the previous copier contract have exceeded \$300,000 per year.</p> <p>Annual pricing includes the leasing of equipment, maintenance, and supplies for all equipment installed with unlimited B&amp;W and Draft Color impressions. The original contract included one three-year term with two optional three-year renewals. In April 2023, the Board of Trustees authorized the first optional renewal providing a contract through July of 2026.</p> <p>The District is seeking approval to execute the final three-year renewal one year early, as a four-year renewal. This approach allows the District to secure more favorable leasing terms</p>

# Fort Bend Independent School District

for a four-year agreement compared to a three-year agreement resulting in a projected savings of \$54,564 through 2029. Additionally, this agreement enables the District to replace its aging copier fleet one year earlier while providing better features, reliability, and speed for teachers and staff while reducing costs. Additionally, the District will be eligible to retain the 52-55 least utilized black-and-white copiers to function as a second copier for teachers use at each elementary campus.

**Background**

Expenditures in FY 2024-25 were \$1,268,915. Expenditures will not exceed \$5,870,000 through July 2029. Funding is included in the budget.

Requested by:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer	
Vendor:	ImageNet Consulting, LLC*	
Budget Sources:	General Fund Child Nutrition Fund Enterprise Funds Grant Funds	
Amount:	Not to Exceed \$5,870,000 through July 2029.	
Other Supporting Information		
Sole Source:	NO	
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 2029	
Last solicitation date:	N/A	
Supporting documents:	N/A	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Long Pham  
Chief Information Officer

# Fort Bend Independent School District

Bryan Guinn  
Chief Financial Officer

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Web Content Filter (RFP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval 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.

<b>Summary/Background</b>
<p>On February 16, 2025, the District issued Request for Proposal (RFP) 25-041CT requesting proposals for a Web Content Filter and associated modules. The District currently provides CIPA (Children’s Internet Protection Act) compliant content filtering on all District devices and networks. However, with the continued rise of technology integration into the classroom and the introduction of the EquippED 1:1 program, Fort Bend ISD has an increasing need for more advanced internet filtering and management tools that go beyond basic filtering compliance.</p> <p>The RFP required vendors to address five (5) areas of need with fifty-three (53) specific features evaluated.</p>

# Fort Bend Independent School District

Area	Examples of the 53 Features Evaluated	
<b>Filtering</b>	<ul style="list-style-type: none"> <li>• Real time detection of proxies/VPNs that attempt to bypass the filter</li> <li>• K12 specific categories to better manage specific areas such as online games or AI</li> </ul>	<ul style="list-style-type: none"> <li>• Use of on-device AI to better enforce blocks for images and other prohibited content</li> <li>• Monitor site compliance with COPPA (Children’s Online Privacy Protection Act)</li> </ul>
<b>Safety Monitoring</b>	<ul style="list-style-type: none"> <li>• Monitoring web activity involving self-harm, bullying, weapons, etc.</li> <li>• Real-time scanning of content and images online and in Office 365</li> </ul>	<ul style="list-style-type: none"> <li>• 24/7 US based human monitoring team for safety alerts</li> <li>• Escalation options including email, texts, and phone calls to District administrators, District police, or local law enforcement</li> </ul>
<b>Analytics</b>	<ul style="list-style-type: none"> <li>• Live and historical activity monitors for District administrators</li> <li>• Campus and District dashboards available to review student activity/behavior</li> </ul>	<ul style="list-style-type: none"> <li>• Scheduled reports available</li> <li>• Activity and engagement reports by user, class, campus, etc. for evaluating adoption of District resources/sites</li> </ul>
<b>Classroom Management</b>	<ul style="list-style-type: none"> <li>• Teacher ability to view all student device screens live during class</li> <li>• Teacher ability to control/restrict internet access during class</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher ability to lock all or a group of devices during class</li> <li>• Ability to replay student screen activity for investigations</li> </ul>
<b>Guardian Portal</b>	<ul style="list-style-type: none"> <li>• Ability for the District to enable/disable guardian access to view reports on child’s internet activity</li> </ul>	<ul style="list-style-type: none"> <li>• Ability for the District to enable/disable guardian ability to control/restrict internet access on District devices after school hours</li> </ul>

To align with the District’s strategic objectives for digital learning, uphold compliance with the Children’s Internet Protection Act (CIPA) and other regulations, and foster a safe and efficient online experience for all users, Fort Bend ISD recommends contracting with GoGuardian for the acquisition of a Web Content Filter and its related modules. This solution will deliver the advanced capabilities required to ensure a secure, adaptable, and future-focused learning environment for both students and staff.

An evaluation team consisting of Fort Bend ISD staff from the Information Technology (IT) Department, Teaching and Learning Department, campus administrators, and classroom

# Fort Bend Independent School District

teachers conducted a thorough review of the vendor’s products and services. 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 and District policies CH (Legal) and CH (Local) governing purchasing and acquisition.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on July 22, 2025, and will run through July 21, 2028. With the two (2) option years, the contract can be extended until July 21, 2030.

**Background**

Expenditures are not expected to exceed \$1,600,000 through July 2030. The project will be funded with Bond funds allocated for District firewalls and filters.

Requested by:	Long Pham, Chief Information Officer Bryan Guinn, Chief Financial Officer	
Vendor:	GoGuardian	
Budget Sources:	Bond 2023 Fund	
Amount:	Not to Exceed \$1,600,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	81	
Number of vendors downloaded the solicitation:	80	
Number of responses received:	10	
Number of “no bid” responses received:	0	
Length of commitment:	Through July 2030	
Last solicitation date:	N/A	
Supporting documents:	Evaluation Summary and Criteria	
Disclosure under Board Policy CH, CV, or DBD (Local):	None	

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

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

# Fort Bend Independent School District

Submitted by:

Long Pham  
Chief Information Officer

Bryan Guinn  
Chief Financial Officer

**RFP 25-041CT Web Content Filter**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> </ul>	30 points
2	<p><b>Reputation of the Vendor and of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Vendors should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<p><b>Quality of the Vendor's Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Service capabilities</li> <li>• Demonstrates competence: experience, etc.</li> <li>• Relevant experience</li> <li>• Experience and competence in dealing with large school districts</li> <li>• Customer service indicative of sound delivery of services</li> <li>• Vendors Experience</li> <li>• Key personnel</li> </ul>	30 points
4	<p><b>Extent to Which the Goods or Services Meet the District's Needs</b></p> <ul style="list-style-type: none"> <li>• Filtering Features/Abilities</li> <li>• Student Safety Monitoring</li> <li>• Classroom Management Suite</li> <li>• Parent Portal (Reporting and Control)</li> <li>• Analytics</li> <li>• Ability to integrate with Microsoft Entra ID</li> <li>• Configuration and installation, integration, implementation</li> <li>• Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact information. Vendors must meet these expectations to be considered for recommendation.</li> </ul>	30 points
5	<p><b>Vendor's Past Relationship with the District</b> For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> <li>• Past projects or contracts similar service vendor has had with the district.</li> <li>• Past projects or contracts similar service vendor has had with any K-12 Districts similar size or larger</li> <li>• Past projects or contracts similar service vendor has had with any business or universities the size of our district.</li> </ul>	5 points
6	<p><b>Long-term Cost to the District to Acquire the Vendor's Goods or Services</b></p>	0 points
7	<p><b>Vendor's principal place of business is in the state of Texas or employ 500 people in this state.</b></p>	0 points
8	<p><b>Insurance Requirements</b></p> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail

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

**Tabulation Summary**  
**RFP 25-041CT Web Content Filter**

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (30 pts. Max)	Extent to Which the Goods and Services Meet the Needs of the District (30 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
GoGuardian	21.44	4.90	25.85	26.00	3.50	81.69	1
Netsync Network Solutions	23.39	3.96	23.92	23.85	3.80	78.92	2
Sergeant Laboratories, Inc	30.00	4.84	20.23	18.46	3.50	77.03	3
Blocksi Inc	20.23	4.78	24.20	22.67	3.50	75.38	4
Linewize	2.98	4.92	23.00	22.66	3.20	56.76	5
Securly, Inc.	5.19	1.94	22.40	22.37	3.10	55.00	6
SHI Government Solutions	3.00	1.78	20.60	21.92	3.00	50.30	7
Data Center Warehouse	3.16	0.50	22.00	21.71	2.90	50.27	8
Lenovo	6.27	0.50	18.00	20.81	3.10	48.68	9
Gaggle.Net, Inc.	3.19	2.00	18.00	17.72	2.67	43.58	10

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Additional Funding for Madden ES Foundation Repairs &amp; Upgrades (BP023)</b>		
<b>Board Policy:</b> CV (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

### Recommendation

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.

### Summary/Background

The 2023 Bond Program includes Madden ES Foundation Repairs & Upgrades (BP023).

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program. The project budget approved by the Board for BP023 is \$9,032,022.

Design & Construction staff have been preparing for the design phase for BP023 Madden ES Foundation Repairs & Upgrades. While considering a conservative construction timeline and design solution, it became apparent that the original construction budget would only allow for a single phase or partial renovation. As determined by the structural condition assessment report conducted in 2022, the repairs and upgrades needed at the campus are to the slab only. Going forward, the project will be retitled Madden ES Slab Repairs & Upgrades (BP0230) to more accurately reflect the work that will be occurring.

On March 24, 2025, the design team presented four options to the BOT for proposed design and phasing solutions. Two of these options were recommended by the design team. Option #1 has since been recommended by FBISD Administration.

# Fort Bend Independent School District

The architect provided an updated construction estimate for the selected option of needed slab repair work totaling \$21,180,116, which represents an increase \$12,148,094 over the original approved construction budget. Staff is requesting approval to utilize \$12,148,094 from the Bond 2023 Program Contingency to increase the total project budget for the construction work at Madden ES within BP023.

The detailed revised project budget for BP023 Madden ES Foundation Repairs & Upgrades is provided in the attached Exhibit 1. If the revised project budget is approved by the Board, the project budget will be increased and the project will be retitled to Madden ES Slab Repairs & Upgrades (BP023), as indicated below.

<b>Package Number</b>	<b>Description</b>	<b>Revised Project Budget</b>
BP023	Madden ES Slab Repairs & Upgrades	\$21,180,116

Upon Board approval, staff will execute the Owner-Architect Agreement and kickoff the design phase with Huckabee Architects.

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations

Bryan Guinn  
Chief Financial Officer



Current Project Summary  
**BP023 - Madden Foundation Repairs & Upgrades**  
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
MADDEN ELEMENTARY	\$614,349.00	\$97,832.00	\$217,698.00	\$7,135,297.00	\$927,589.00			\$1,000.00	\$38,257.00	\$9,032,022.00
<b>TOTAL:</b>	<b>\$614,349.00</b>	<b>\$97,832.00</b>	<b>\$217,698.00</b>	<b>\$7,135,297.00</b>	<b>\$927,589.00</b>			<b>\$1,000.00</b>	<b>\$38,257.00</b>	<b>\$9,032,022.00</b>



Proposed Revised Project Summary  
**BP023 - Madden Foundation Repairs & Upgrades**  
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
MADDEN ELEMENTARY	\$614,349.00	\$97,832.00	\$217,698.00	\$19,283,391.00	\$927,589.00			\$1,000.00	\$38,257.00	\$21,180,116.00
<b>TOTAL:</b>	\$614,349.00	\$97,832.00	\$217,698.00	\$19,283,391.00	\$927,589.00			\$1,000.00	\$38,257.00	\$21,180,116.00

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Special Education Transportation Center for Excellence (BP056)</b>		
<b>Board Policy:</b> CV (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
<p>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.</p>

<b>Summary/Background</b>						
<p>Staff requests utilization of \$8,238,324 from Bond 2023 Program Contingency for this purpose. The detailed project budget for BP056 SPED Transportation Center for Excellence is provided in the attached Exhibit 1.</p>						
<table border="1"> <thead> <tr> <th>Package Number</th> <th>Description</th> <th>Project Budget</th> </tr> </thead> <tbody> <tr> <td>BP056</td> <td>SPED Transportation Center for Excellence</td> <td>\$8,238,324</td> </tr> </tbody> </table>	Package Number	Description	Project Budget	BP056	SPED Transportation Center for Excellence	\$8,238,324
Package Number	Description	Project Budget				
BP056	SPED Transportation Center for Excellence	\$8,238,324				
<p>Upon Board approval, staff will negotiate an Owner-Architect Agreement for the SPED Transportation Center for Excellence and design work will begin in the third (3<sup>rd</sup>) quarter of 2025.</p>						

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations



**Proposed Revised Project Summary**  
**BP056 - SPED Transportation Center For Excellence**  
 Exhibit - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
SPED Transportation CTR	\$525,000.00	\$71,830.00	\$287,800.00	\$5,860,500.00	\$575,969.00	\$677,968.00		\$1,000.00	\$238,257.00	\$8,238,324.00
<b>TOTAL:</b>	<b>\$525,000.00</b>	<b>\$71,830.00</b>	<b>\$287,800.00</b>	<b>\$5,860,500.00</b>	<b>\$575,969.00</b>	<b>\$677,968.00</b>		<b>\$1,000.00</b>	<b>\$238,257.00</b>	<b>\$8,238,324.00</b>

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of School and Office Furniture, Related Items, and Services (RFP)</b>	
<b>Board Policy: CH, CV, or DBD (Local)</b>	<b>District Priority: Priority 3</b>
<b>Department:</b> Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.	
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval for the 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.

<b>Summary/Background</b>
<p>On March 25, 2019, the Board approved RFP 19-050DH Furniture, Related Items, and Services. This contract is set to expire on September 20, 2025. In preparation for its expiration, the District issued RFP 25-020KB School and Office Furniture, Related Items, and Services on November 10, 2024. The new solicitation initiated a comprehensive procurement process to secure updated contracts for classroom and office furniture.</p> <p>This contract will be available to the District to equip new, renovated and existing facilities and to continue to support the classroom and office environment effectively and efficiently. It ensures timely delivery and installation of furniture while maintaining high standards for functionality and cost efficiency. Approval of these contracts will enable the District to meet both current and future furnishing needs.</p> <p>Vendor submissions were evaluated based on pricing, quality, durability, compliance with District standards, and customer service capabilities. Multiple vendors are recommended for award to allow flexibility in product selection, availability, and to meet diverse needs. In addition to furnishing new campuses and renovations, the contract will also support the replacement of broken or damaged furniture that may pose safety concerns. The goal is to ensure all District spaces remain safe, functional, and conducive to learning and work.</p>

# Fort Bend Independent School District

RFP 25-020KB will support the District's projected growth and upcoming capital projects. Over the next three (3) to five (5) years, this contract will encompass the furnishing needs associated with:

- The opening of one (1) new middle school and one (1) new high school
- Full refurbishments of four (4) existing elementary schools and two (2) existing middle schools
- One (1) high school Fine Arts package and one (1) middle school Fine Arts package
- Tri-Plex renovations
- Additional smaller interior renovation projects across the District.

An evaluation team comprised of campus staff (principals and teachers) and District staff from the Business & Finance, Teaching & Learning, and Design & Construction departments reviewed the vendor submissions and product samples. The District applied the “Best Value” process in selecting the vendors to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition district policies.

The term of the contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on July 28, 2025, and will run through July 27, 2028. With two (2) option years, the contract can be extended until July 2030.

**Background**

Expenditures for FY 2023-24 were \$7,596,384. Bond 2023 will fund \$53,000,000 of this amount, and \$2,750,000 comes from other District funds: General Fund, Special Revenue Fund, Enterprise Fund, and Child Nutrition Fund. Expenditures are not expected to exceed \$55,750,000 through July 2030.

Requested by:	Kathleen Brown, Deputy Superintendent of Operations Bryan Guinn, Chief Financial Officer
Vendor:	Carrolls Office Furniture*** Challenge Office Products, Inc. Educator's Depot, Inc.*** Indeco Sales*** JR, Inc.*** Kay Davis Associates*** L & M Office Furniture LLC Lakeshore Learning Materials LLC*** Liberty Office Products Lone Star Furnishings*** McCoy Rockford School Outfitters*** School Specialty LLC*** Wenger Corporation***

# Fort Bend Independent School District

	Worthington Contract Furniture	
Budget Sources:	General Fund Special Revenue Fund Bond Fund Enterprise Fund Child Nutrition Fund	
Amount:	Not to Exceed \$55,750,000	
Other Supporting Information		
Sole Source:	N/A	
Number of vendors contacted by Purchasing:	2582	
Number of vendors downloaded the solicitation:	142	
Number of responses received:	17	
Number of "no bid" responses received:	3	
Length of commitment:	Through July 2030	
Last solicitation date:	March 25, 2019	
Supporting documents:	Evaluation Summary and Rubric	
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:

Kathleen Brown  
Deputy Superintendent of Operations

Bryan Guinn  
Chief Financial Officer

**RFP 25-020KB School and Office Furniture, Related Items and Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase Price</b> <ul style="list-style-type: none"> <li>Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> </ul>	30 points
2	<b>Reputation of the Vendor and of the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	10 points
3	<b>Quality of the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>Products should be new and of highest quality</li> <li>Manufacturer Distributors Warranty Information</li> <li>Distributor Experience – Year's in Educational Furniture Business</li> <li>Outline a project you completed that required installations of multiple campus locations within a 2-month window</li> <li>Key personnel – End to End Project Manager / Adequate Installation Team to Complete Projects</li> </ul>	20 points
4	<b>Extent to Which the Goods or Services Meet the District's Needs</b> <ul style="list-style-type: none"> <li>Ability to provide turnkey delivery and installation</li> <li>Ability to deliver and install within a reasonable timeline provided by Fort Bend ISD</li> <li>Vendor should be capable of meeting aggressive timelines for delivery, as defined by Fort Bend ISD, and have an onsite project installation coordinator.</li> </ul>	25 points
5	<b>Vendor's Past Relationship with the District</b> For reference, the vendor shall list the following: <ul style="list-style-type: none"> <li>Past projects or contracts similar service vendor has had with the district.</li> <li>Past projects or contracts similar service vendor has had with any K-12 Districts similar size or larger</li> <li>Past projects or contracts for similar service vendor has had with any business or universities the size of our district.</li> </ul>	5 points
6	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>Warranty, other fees, and other added cost</li> </ul>	10 points
7	<b>Insurance Requirements</b> <ul style="list-style-type: none"> <li>Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail
8	<b>Service Agreement</b> <ul style="list-style-type: none"> <li>Extent to which the vendor agrees to our Standard Form of Agreement by signing the <b>Vendor Acknowledgement Form</b>, vendor assents to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
	<b>TOTAL</b>	<b>100 points</b>

Tabulation Summary  
RFP 25-020KB School and Office Furniture, Related Items, and Services

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (10 pts. Max)	Quality of Vendors Goods and Services (20 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Carrolls Office Furniture	30.00	2.00	19.42	24.04	5.00	10.00	90.46	1
McCoy Rockford	25.00	6.00	18.00	20.65	4.08	8.00	81.73	2
Indeco Sales	25.00	8.00	15.12	19.38	4.12	8.00	79.62	3
School Specialty LLC	20.00	8.00	18.42	20.85	4.08	8.00	79.35	4
JR, Inc.	20.00	6.00	17.69	19.69	3.96	8.00	75.34	5
Wenger Corporation	20.00	8.00	15.69	18.35	4.85	8.00	74.89	6
Lone Star Furnishings	20.00	6.00	15.35	19.31	4.00	8.00	72.66	7
Lakeshore Learning Materials LLC	20.00	2.00	14.35	21.08	4.15	8.00	69.58	8
Worthington Contract Furniture	20.00	4.00	16.23	16.35	3.89	8.00	68.47	9
Liberty Office Products	20.00	8.00	12.15	14.35	3.62	8.00	66.12	10
Kay Davis Associates	20.00	4.00	14.54	15.04	4.00	8.00	65.58	11
Educator's Depot, Inc.	20.00	2.00	13.12	18.31	3.92	8.00	65.35	12
L & M Office Furniture LLC	20.00	6.00	12.92	14.46	3.19	8.00	64.57	13
School Outfitters	20.00	10.00	8.46	12.54	3.81	8.00	62.81	14
Challenge Office Products, Inc.	20.00	4.00	11.69	14.92	3.27	8.00	61.88	15
Playlearn USA	5.00	2.00	7.00	7.46	2.50	2.00	25.96	16
NoshPass, Inc.	5.00	4.00	3.92	4.92	1.31	2.00	21.15	17

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Photography and Yearbook Services</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Teaching & Learning		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent	<input checked="" type="checkbox"/> Reviewed by Chief of Staff	

<b>Recommendation</b>
Consideration and approval for the purchase of 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.

<b>Summary/Background</b>
<p>This RFP 25-047LB seeks proposals from qualified vendors to provide quality photography and yearbook services to K-12 campuses. The photography portion of the RFP is for school pictures that are used for the student information system, student ID cards, and individual/group yearbook photos. This contract will establish a list of preapproved companies that can provide quality photography and yearbook services for Fort Bend ISD.</p> <p>The services include but are not limited to:</p> <ul style="list-style-type: none"><li>• Yearbook or memory books</li><li>• Portrait packages</li><li>• Individual photos</li><li>• ID badge photos</li><li>• Group/panoramic photos</li><li>• Athletic photos</li></ul> <p>This contract ensures consistent service delivery and streamlines coordination across scheduling, student data management, and delivery timelines. Vendors are required to</p>

# Fort Bend Independent School District

comply with all legal and policy requirements, including the Family Educational Rights and Privacy Act (FERPA), student data privacy, background checks, and District branding guidelines. Clear and enforceable performance expectations and service levels are established.

An evaluation team comprised of Fort Bend ISD staff members from the Teaching and Learning, Fine Arts and Athletics Departments evaluated the submissions. The District applied the “Best Value” process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on July 28, 2025, and will run through July 27, 2028. With the two (2) option years, the contract can be extended until July 27, 2030.

## **Background**

Expenditures are not expected to exceed \$1,350,000 through July 2030. Funding is included in the budget.

Requested by:	Dr. Adam Stephens, Chief Academic Officer Bryan Guinn, Chief Financial Officer
Vendors:	<p><b><u>Photography and Yearbook</u></b>                      Balfour &amp; Company                      Jostens                      Nationwide Studios dba Legacy Studios                      Photo Texas Photography                      Shutterfly Lifetouch                      Strawbridge Studios, Inc.                      Wheelhouse Pix</p> <p><b><u>Photography Only</u></b>                      Cady Studios, LLC                      CJMK Visuals                      Keep it Digital, LLC                      TSS Photography of Greater Houston                      Visual Services of Texas                      E L Goldbeck Co.</p> <p><b><u>Yearbook Only</u></b>                      Futurebook Yearbooks                      Hercules Achievement dba Varsity Yearbooks                      TreeRing                      Walsworth Publishing Company, Inc.</p>
Budget Sources:	General Fund

# Fort Bend Independent School District

	Grant Funds Campus Activity Funds Student Activity Funds
Amount:	Not to Exceed \$1,350,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	652
Number of vendors downloaded the solicitation:	58
Number of responses received:	20
Number of "no bid" responses received:	N/A
Length of commitment:	Through July 2030
Last solicitation date:	N/A
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. Jaretha Jordan  
Deputy Superintendent Teaching & Learning

Dr. Adam Stephens  
Chief Academic Officer

Bryan Guinn  
Chief Financial Officer

**RFP 25-047LB Photography and Yearbook Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> </ul>	25 points
2	<p><b>Reputation of the Vendor and of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with references from other districts, Government or Collegiate entities and companies’ entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and services in school districts or similar entities. (References will be contacted with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<p><b>Quality of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Photography Services (individual and group photography)</li> <li>• Printing Process</li> <li>• Shipping/Freight.</li> <li>• Personalization</li> <li>• Marketing and Sales</li> <li>• Financial</li> <li>• Instructional Materials (MS/HS Courses)</li> <li>• Technology &amp; Support</li> </ul>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District’s Needs</b> Vendors should submit documentation showing they meet the bulleted criteria outlined in the Scope of Work. Documentation should show:</p> <ul style="list-style-type: none"> <li>• They are qualified and have the capacity to provide yearbook and/or photography services, potentially to multiple FBISD campuses</li> <li>• Their goods/services are high-quality, with a proven track record of success and customer satisfaction</li> <li>• They provide ongoing customer support and communication regarding planning, scheduling, marketing, and training.</li> <li>• They have the ability to upload individual student photos into our current ID platform (applies to individual photography category only)</li> <li>• They are able to adhere to the district's data protection agreement</li> </ul>	25 points
5	<p><b>Vendor’s Past Relationship with the District</b></p> <ul style="list-style-type: none"> <li>• Vendor should list any awarded past projects or contracts that the vendor has with the District, districts of similar size, Government agencies or higher education.</li> <li>• Please provide the project name, project number and entity contact person</li> </ul>	10 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Delivery: shipping and handling, setup fee; or other fees and other added cost</li> </ul>	10 points
7	<p><b>Vendor’s principal place of business is in the state of Texas or employs 500 people in this state.</b></p>	0 points

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

**Evaluation Summary**

**RFP 25-047LB Photography and Yearbook Services**

<b>Vendor</b>	<b>Purchase Price (25 pts. max)</b>	<b>Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)</b>	<b>Quality of the Vendors Goods or Services (25 pts. max)</b>	<b>Extent to Which the Goods or Services Meet the District's Needs (25 pts. max)</b>	<b>Vendors Past Relationship with the District (10 pts. Max)</b>	<b>Long-Term Cost to the District to Acquire the Vendors Goods or Services (10 pts max)</b>	<b>Total Score (100 pts. max)</b>	<b>Proposers Ranking</b>
Jostens	21.84	2.00	24.78	24.89	9.67	8.00	91.18	1
Cady Studios, LLC.	25.00	2.00	22.50	22.75	9.25	8.00	89.50	2
Shutterfly Lifetouch, LLC.	23.21	2.00	21.38	21.13	9.00	10.00	86.72	3
TSS Photography of Greater Houston	20.86	2.00	24.75	21.50	8.75	7.00	84.86	4
Walsworth Publishing Company, Inc.	10.90	3.00	23.50	24.00	8.67	8.00	78.07	5
CJMK Visuals	20.00	4.00	18.63	18.38	8.13	8.00	77.14	6
Nationwide Studios dba Legacy Studios	21.07	2.00	19.25	20.38	8.75	5.00	76.45	7
Hercules Achievement, LLC dba Varsity Yearbook	8.85	2.00	23.33	24.33	9.83	8.00	76.34	8

TreeRing	16.27	1.00	20.67	19.33	8.67	10.00	75.94	9
Visual Services of Texas	24.98	2.00	16.50	17.63	5.88	7.00	73.99	10
Balfour & Company	16.43	1.00	18.00	18.38	9.13	9.00	71.94	11
Keep it Digital, LLC	16.67	2.00	18.50	19.63	9.13	5.00	70.93	12
Strawbridge Studios, Inc.	16.96	0.50	20.75	19.25	8.13	5.00	70.59	13
Futurebook Yearbooks	15.75	3.00	16.50	18.17	7.00	9.00	69.42	14
Wheelhouse Pix	16.96	3.00	18.75	16.75	5.88	8.00	69.34	15
Photo Texas Photography	13.88	3.00	18.88	17.63	7.63	8.00	69.02	16
E L Goldbeck Co.	16.67	1.00	19.38	19.25	9.50	1.00	66.80	17
Marc Nathan Photographers, Inc.	3.99	3.00	20.50	20.13	8.88	3.00	59.50	18
MelMar Photography	16.67	2.00	13.75	12.75	4.13	1.00	50.30	19
Imagine2C, LLC.	1.00	0.10	9.38	9.25	3.13	1.00	23.85	20

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Lawn Maintenance, Landscaping Services and Related Items (RFP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval 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.

<b>Summary/Background</b>
<p>On October 19, 2020, the Board approved RFP 21-009TA for Lawn Maintenance, Landscaping Services, and Related Items. That contract is set to expire in October 2025. To ensure continuity of service and avoid any disruption to ground maintenance operations, Fort Bend ISD issued RFP 25-024AR on March 27, 2025, to secure a new contract for lawn maintenance and landscaping services across District facilities.</p> <p>Vendor services for this contract include the provision of experienced and qualified professionals to perform comprehensive lawn maintenance, landscaping services, and related support items across all designated District sites.</p> <p>Key services include, but are not limited to:</p> <ul style="list-style-type: none"><li>• Routine mowing, edging, and trimming of all grassy and landscaped areas to maintain a neat and well-groomed appearance.</li><li>• Removal of debris, including fallen branches, leaves, and trash particularly following storm events to ensure safe and accessible grounds. Weed control and vegetation management in lawns, flower beds, and landscaped zones to support healthy plant growth and curb overgrowth.</li></ul>

# Fort Bend Independent School District

- Seasonal landscaping care, including planting, pruning, and upkeep of flower beds, shrubs, and trees, as needed.
- Irrigation system checks and reporting to ensure systems are functioning efficiently and to identify maintenance needs.
- Installation and replenishment of mulch, including certified playground mulch for safety compliance and standard landscaping mulch to enhance aesthetics and soil health.
- Emergency and on-call services, when needed, to address weather-related or other urgent groundskeeping issues.

Additionally, vendors will be responsible for the trimming and pruning of shrubs, hedges, and trees across designated properties, except for athletic fields, which are not included in this contract. All work is to be performed in accordance with the specifications and expectations set forth by the Maintenance and Operations Department.

To ensure consistent and high-quality service delivery, the department has developed a comprehensive service schedule outlining the frequency of required tasks. This contract is intended to maintain the appearance, safety, and functionality of the District's landscaped areas throughout the term of the agreement, reflecting Fort Bend ISD's commitment to creating safe, well-maintained environments that support student learning and community pride.

An evaluation team comprised of Fort Bend ISD staff members from the Business and Finance and the Facilities Departments evaluated the submissions. The District applied the "Best Value" process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on July 28, 2025, and will run through July 27, 2028. With the two (2) option years, the contract can be extended until July 27, 2030.

## **Background**

Expenditures in 2023-24 were \$3,238,054. Expenditures are not expected to exceed \$18,500,000 through July 2030. Funding is included in the approved budget.

Requested by:	Kathleen Brown, Deputy Superintendent of Operations Bryan Guinn, Chief Financial Officer
Vendor:	Ambassador Services LLC Maldonado Nursery & Landscaping, Inc*** Monarch Landscaping Services, LLC Santiko's General Contractors***

# Fort Bend Independent School District

	Yellowstone Landscape***  <b><u>Mulching Services Only</u></b> Maldonado Nursery & Landscaping, Inc. Mckenna Contracting Sungrow Landscape Services
Budget Sources:	General Fund
Amount:	Not to Exceed \$18,500,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	1004
Number of vendors downloaded the solicitation:	71
Number of responses received:	21
Number of "no bid" responses received:	1
Length of commitment:	Through July 2030
Last solicitation date:	August 9, 2020
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:

Kathleen Brown  
Deputy Superintendent of Operations

Bryan Guinn  
Chief Financial Officer

**RFP 25-024AR Lawn Maintenance and Landscaping Services and Related Items**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> </ul>	30 points
2	<p><b>Reputation of the Vendor and of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with other ISD’s, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<p><b>Quality of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Service capabilities</li> <li>• Demonstrated competence: experience, etc.</li> <li>• Relevant experience</li> <li>• Experience and competence in dealing with large school districts</li> <li>• Customer service indicative of sound delivery of services</li> <li>• Safety issues</li> <li>• Quality control</li> <li>• Professional license requirements (Irrigation/Chemical Application)</li> <li>• Vendors experience</li> <li>• Key personnel</li> </ul>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District’s Needs</b></p> <ul style="list-style-type: none"> <li>• Understanding of the scope of work to be performed</li> </ul> <p>Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact information. Vendors must meet these expectations to be considered for recommendation.</p>	25 points
5	<p><b>Vendor’s Past Relationship with the District</b></p> <p>For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> <li>• Past projects or contracts of similar service that the vendor has had with the District.</li> <li>• Past projects or contracts of similar service the vendor has had with K-12 districts of similar size or larger.</li> <li>• Past projects or contracts of similar service the vendor has had with businesses or universities the size of our District.</li> </ul>	5 points
6	<p><b>Long-Term Cost to the District to Acquire the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Warranty, setup fee; maintenance or other fees and other added cost</li> </ul>	10 points

7	<b>Vendor's principal place of business is in the state of Texas or employs 500 people in this state.</b>	0 points
8	<b>Insurance Requirements</b> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail
9	<b>Service Agreement</b> <ul style="list-style-type: none"> <li>• Extent to which the vendor agrees to our Standard Form of Agreement by signing the <b>Vendor Acknowledgement Form</b>, vendor assent to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
10	The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	<b>TOTAL</b>	<b>100 points</b>

Tabulation Summary  
RFP 25-024AR Lawn Maintenance and Landscaping Services and RI

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Maldonado Nursey & Landcaping, Inc.	13.16	3.00	21.00	21.00	4.50	10.00	72.66	1
Santiko's General Contractos	15.00	4.00	22.33	22.00	4.50	2.00	69.83	2
Yellowstone Landscape	12.50	3.50	22.67	22.67	4.67	1.13	67.14	3
Montex	24.00	3.50	16.67	16.67	2.50	1.90	65.24	4
Ambassador Services LLC	24.00	3.50	15.53	14.00	1.83	5.41	64.27	5
Smartscaping	30.00	4.00	10.00	10.00	1.33	2.16	57.49	6
Earthworks Landscape and Maintenance LLC	30.00	3.00	10.00	10.00	1.17	1.80	55.97	7
Brightview Landscape Services, Inc.	17.00	2.00	16.70	16.70	2.00	1.00	55.40	8
Bloomtex Services LLC	20.00	4.00	12.33	12.00	1.00	1.20	50.53	9
Rotolo Consultants	11.90	1.00	13.67	13.30	2.17	3.60	45.64	10
Incircle Management, Inc	18.07	1.00	9.00	9.00	9.00	1.30	47.37	11
ABM Education Services, LLC	6.67	2.00	16.67	15.67	1.50	1.82	44.33	12
Royce Systems Education, LLC.	13.95	1.00	11.33	11.33	1.33	4.00	42.94	13
Hughes Enterprises	18.56	1.00	9.00	9.00	9.00	1.20	47.76	14
Seril Inc. dba Houston Grotech	8.00	1.00	12.00	12.00	2.25	1.00	36.25	15
Sungrown Landscape Services	5.38	3.00	12.00	12.00	1.70	1.00	35.08	16
NVS Corporate Services	6.32	2.50	11.30	11.30	1.20	1.00	33.62	17
Reeder Landsacpe	1.00	1.00	11.30	11.30	1.30	1.00	26.90	18
Trimming Time	1.00	1.00	9.70	9.70	1.20	1.00	23.60	19
Dyna-Mist Construction	18.10	1.00	4.00	5.70	5.70	1.30	35.80	20

**RFP 25-024AR Lawn Maintenance and Landscaping Services and RI- Mulching Services**

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Maldonado Nursey & Landcaping, Inc.	19.00	3.00	21.00	21.00	4.50	2.00	70.50	1
McKenna Contracting	12.64	2.00	23.33	22.67	4.67	5.00	70.31	2
Sungrow Landscape Services	30.00	3.00	12.00	12.00	1.67	2.16	60.83	3
Yellowstone Landscape	1.00	3.50	22.67	22.00	4.50	1.00	54.67	4
Santiko's General Contractor	1.00	4.00	22.33	22.00	4.50	1.00	54.83	5
ABM Education Services. LLC	8.26	2.00	16.00	21.00	4.50	1.82	53.58	6
Royce Systems Enterprises	16.67	1.00	11.33	11.33	1.33	4.00	45.66	7
Brightview Landscape Services, Inc.	7.60	1.00	16.67	16.67	2.00	1.00	44.94	8
Montex	1.00	3.50	16.67	16.67	2.50	1.90	42.24	9
Earthworks Landscape and Maintenance LLC	14.25	3.00	10.00	10.00	1.17	1.80	40.22	10
Rotolo Consultants, Inc	5.94	1.00	13.67	13.33	2.17	3.60	39.71	11
Ambassador Services LLC	1.00	3.00	15.33	14.00	1.83	5.41	40.58	12
Bloomtex Services LLC	2.57	4.00	12.33	12.00	1.00	1.20	33.10	13
Incircle Management	3.80	1.00	9.00	9.00	1.33	6.00	30.13	14
Dyna-Mist Construction	7.92	4.00	5.67	5.67	1.25	1.03	25.53	15
NVS Corporate Services	1.14	2.50	11.33	11.33	1.20	1.00	28.50	16
Reeder Landscape	13.16	3.00	21.00	21.00	4.50	10.00	72.66	17
Trimming Time	1.00	1.00	9.67	9.67	1.17	1.00	23.50	18
Hughes Enterprises Plus LLC/ Hughes Landcarw	1.00	1.00	9.00	9.00	1.67	1.00	22.67	19

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>
<b>Agenda Item Title: Consideration and approval of Districtwide Security Guard Services (RFP)</b>		
<b>Board Policy:</b> CH, CV, or DBD (Local)	<b>District Priority:</b> Priority 3	
<b>Department:</b> Deputy Superintendent Operations		
Are there related documents to be signed by the Board? NO		
<input checked="" type="checkbox"/> Administration has reviewed the final submission for this agenda item.		
<input checked="" type="checkbox"/> Reviewed by Deputy Superintendent		<input checked="" type="checkbox"/> Reviewed by Chief of Staff

<b>Recommendation</b>
Consideration and approval 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.

<b>Summary/Background</b>
<p>On January 21, 2020, the Board approved RFP 20-051AR for Districtwide security guard services, which is set to expire in August 2025. To ensure continuity of service and maintain the safety and protection of students, staff, visitors, and property across all campuses and administrative facilities, Fort Bend ISD issued RFP 25-053AR on March 30, 2025, to secure ongoing District-wide security guard services.</p> <p>This contract was solicited in compliance with House Bill 3 (HB 3). In accordance with the legislation, the District is required to provide at least one (1) armed security personnel at each campus. This requirement will be fulfilled through a combination of District police officers and commissioned security officers, as defined under Texas Occupations Code Section 1702. The selected security company shall provide a licensed, uniformed, armed security guard on each assigned campus from 7:45 a.m. to 3:45 p.m. daily.</p> <p>The Fort Bend ISD Police Department has also identified the need to utilize security guards at after school campus events and large sporting events where full-time police officers are stationed, thus allowing the police officers to be more visible and effective in monitoring crowds and parking lots.</p>

# Fort Bend Independent School District

The selected companies will provide services to designated campuses and facilities within the Fort Bend Independent School District (FBISD). Security personnel shall be responsible for delivering comprehensive site security services in accordance with FBISD’s standards, protocols, and operational requirements. Services to be provided include, but are not limited to:

- Securing and patrolling designated District properties, both on foot and via vehicle, to ensure the safety and security of students, staff, and assets.
- Responding promptly to security-related incidents, emergencies, or disturbances, and supporting the operations of the FBISD Police Department when necessary.
- Monitoring and managing access points, ensuring all doors, gates, and other campus entryways are secured, and taking immediate corrective action when unauthorized access is identified.
- Maintaining high situational awareness to detect and report potential threats, including suspicious activity, vandalism, unauthorized persons, vehicle break-ins, fires, and medical emergencies.
- Responsible for monitoring and reporting compliance with parking restrictions, smoking policies, codes of conduct, etc.

An evaluation team comprised of Fort Bend ISD staff members from the Business and Finance and Police Departments evaluated the submissions. The District applied the “Best Value” process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on July 28, 2025, and will run through July 27, 2028. With the two (2) option years, the contract can be extended until July 27, 2030.

**Background**

Expenditures in 2023-24 were \$1,115,978. Expenditures are not expected to exceed \$13,750,000 through July 2030. Funding is included in the budget.

Requested by:	Kathleen Brown, Deputy Superintendent of Operations Bryan Guinn, Chief Financial Officer
Vendor:	Andy Frain Services Inc*** Aventus Private Security Blue Chip Services, LLC Blue shield security protection Inc Blue Star Security Cascadia Global Security, Inc. Citywide Protection Unit

# Fort Bend Independent School District

	Comsec Security Agency Deltacon Global Inc. Db a Deltacon Security Dynamic Integrated Security Inc Esprit De Security Service, USA Guard Tac protection Agency Jet Security LLC L&P Global Security Smith Protective Services Inc. Texas Security & Investigations Agency LLC Vets Securing America***
Budget Sources:	General Fund
Amount:	Not to Exceed \$13,750,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	611
Number of vendors downloaded the solicitation:	92
Number of responses received:	25
Number of "no bid" responses received:	N/A
Length of commitment:	Through July 2030
Last solicitation date:	September 14, 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:

Kathleen Brown  
Deputy Superintendent of Operations

# Fort Bend Independent School District

Bryan Guinn  
Chief Financial Officer

**RFP 25-035AR Districtwide Security Guard Services**

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<p><b>Purchase Price</b></p> <ul style="list-style-type: none"> <li>• Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.</li> <li>• Pricing will be evaluated for reasonableness relative to the goods and services offered by each proposer.</li> </ul>	30 points
2	<p><b>Reputation of the Vendor and of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Vendor should have a solid reputation with other ISD’s, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services.</li> <li>• Experience: Use and success of the product(s) and/or services in school districts or similar entities. (References will be contacted via e-mail with a deadline. If no response is received by the deadline, there will be points deducted in this section.)</li> </ul>	5 points
3	<p><b>Quality of the Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Service capabilities</li> <li>• Demonstrated competence: experience, etc.</li> <li>• Relevant experience</li> <li>• Experience and competence in dealing with large school districts</li> <li>• Customer service indicative of sound delivery of services</li> <li>• Safety issues</li> <li>• Quality control</li> <li>• Certification requirements</li> <li>• Vendors experience</li> <li>• Key personnel</li> </ul>	25 points
4	<p><b>Extent to Which the Goods or Services Meet the District’s Needs</b></p> <ul style="list-style-type: none"> <li>• Vendors goods align to support the District instructional priority in the identified content area.</li> <li>• Understanding of the scope of work to be performed</li> <li>• Alignment to the identified priorities</li> <li>• Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact info.) Vendors must meet these expectations to be considered for recommendation.</li> </ul>	25 points
5	<p><b>Vendor’s Past Relationship with the District</b></p> <p>For reference, the vendor shall list the following:</p> <ul style="list-style-type: none"> <li>• Past projects or contracts of similar service that the vendor has had with the District.</li> <li>• Past projects or contracts of similar service the vendor has had with K-12 districts of similar size or larger.</li> <li>• Past projects or contracts of similar service the vendor has had with businesses or universities the size of our District.</li> </ul>	5 points

6	<b>Long-Term Cost to the District to Acquire the Vendor's Goods or Services</b> <ul style="list-style-type: none"> <li>• Other fees and other added cost</li> </ul>	10 points
7	<b>Vendor's principal place of business is in the state of Texas or employs 500 people in this state.</b>	0 points
8	<b>Insurance Requirements</b> <ul style="list-style-type: none"> <li>• Certificate of Insurance as requested in the solicitation.</li> </ul>	Pass/Fail
9	<b>Service Agreement</b> <ul style="list-style-type: none"> <li>• Extent to which the vendor agrees to our Standard Form of Agreement by signing the <b>Vendor Acknowledgement Form</b>, vendor assent to the Terms and Conditions of Fort Bend ISD.</li> </ul>	Pass/Fail
10	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	<b>TOTAL</b>	<b>100 points</b>

Tabulation Summary  
RFP 25-053AR Districtwide Security Guard Services

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to Which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Espirit De Security Service, USA	29.88	2.00	21.33	25.00	1.00	10.00	89.21	1
Smith Protective Services, Inc.	29.55	2.00	20.00	25.00	1.00	10.00	87.55	2
Andy Frain Services, Inc.	25.01	2.00	23.00	25.00	4.67	6.17	85.85	3
Cascadia Global Security, Inc.	29.09	2.00	20.67	25.00	1.00	6.56	84.32	4
Texas Security & Investigations Agency LLC	26.21	2.00	20.00	25.00	1.00	9.54	83.75	5
Deltacon Global Inc. dba Deltacon Securty	27.11	2.00	20.00	25.00	1.00	7.86	82.97	6
Comsec Security Agency	28.78	2.00	15.00	25.00	1.00	8.87	80.65	7
Citywide Protection Unit	26.21	2.00	20.33	25.00	1.00	5.91	80.45	8
Jet Security LLC	24.90	2.00	20.33	25.00	0.50	8.43	81.16	9
Blue Star Securiry	24.90	2.00	18.67	25.00	1.00	5.62	77.19	10
Vets Securing America	23.77	2.00	20.00	25.00	2.00	5.63	78.40	11
Blue Chip Services, LLC	25.98	2.00	18.67	25.00	1.00	5.86	78.51	12
L&P Global Security	23.38	2.00	20.00	25.00	1.00	5.89	77.27	13
Aventus Private Security	26.68	2.00	17.33	25.00	1.00	5.50	77.51	14
Blue Shield Security Protection Inc	24.90	2.00	15.00	25.00	1.00	8.43	76.33	15
Guard Tac Portection Agency	30.00	2.00	15.00	15.67	1.00	8.43	72.10	16
Dynamic Integrated Services, Inc	17.54	2.00	21.67	25.00	1.00	3.96	71.17	17
Oum Security Services LLC	26.68	2.00	14.67	15.33	1.00	9.03	68.71	18
American Global Security	14.94	2.00	20.00	25.00	1.00	3.62	66.56	19
Anointed Hands Safety Training and Security LLC	26.68	2.00	15.00	15.00	1.00	6.02	65.70	20
Global Investments International LLC. dba GPI Defense	17.29	2.00	16.67	24.67	1.00	3.90	65.53	21

Nomas Security Services, LLC	21.36	2.00	15.00	15.67	1.00	4.82	59.85	22
Streamline Security Services Inc.	9.96	2.00	18.67	25.00	1.00	2.41	59.04	23
Gladiator Universal Security Services LLC	11.90	2.00	15.00	25.00	1.00	2.69	57.59	24
Linson Eye Investigation, Inc.	14.82	2.00	15.00	15.00	1.00	3.83	51.65	25

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b> <b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Consideration and approval of Local On-System Improvement Agreement with TxDOT - Henry ES</b>	
<b>Board Policy: CV (Local) GRB (Legal)</b>	<b>District Priority: Priority 3</b>
<b>Department:</b> 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

<b>Recommendation</b>
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.

<b>Summary/Background</b>
<p>The LOSA is required by TxDOT to install a temporary traffic signal for the intersection of FM 521 at the Henry ES School Driveway.</p> <p>The temporary traffic light will be in place until TxDOT completes the expansion of FM 521 at which point TxDOT will generate another LOSA to install a permanent traffic signal for the intersection of FM 521 at the Henry ES driveway.</p> <p>The Henry ES project has been designed with consideration for all the other authorities having jurisdiction (AHJ). As such, the approval of these agreements will not conflict with any site design elements.</p>

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

# Fort Bend Independent School District

Submitted by:

Kathleen Brown  
Deputy Superintendent of Operations

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT  
For A  
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **Fort Bend County Independent School District**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116752**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

**AGREEMENT**

**1. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	12-5LOSA018
District #	12-HOU
Code Chart 64 #	60999
Project Name	FM 521 @ Ferndell-Henry School Driveway

**2. Scope of Work**

The Project consists of the design and construction of a temporary traffic signal for the intersection of FM 521 at the Ferndell-Henry School Driveway in Fort Bend County, Texas, as shown in attachment A.

**3. Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

**4. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government’s failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

**5. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

**6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**7. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State’s satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State’s satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

**8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

**9. Right of Way and Real Property**

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

**10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

**11. Compliance with Texas Accessibility Standards and ADA**

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**12. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State.

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

**13. Project Maintenance**

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government</b>	<b>State</b>
Chief Operations Officer, FBISD Fort Bend County Independent School District 16431 Lexington Blvd. Sugar Land, TX 77479	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**21. Insurance**

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

**22. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date



CSJ #	12-5LOSA018
District #	12-HOU
Code Chart 64 #	60999
Project Name	FM 521 @ Ferndell-Henry School Driveway

**ATTACHMENT B  
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET  
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
<b>PROJECT PHASES:</b> Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$0	
Right of Way	\$0	
Engineering	\$9,000.00	
Utility Work	\$0	
Construction	\$200,000.00	
Subtotal for Project Phases		\$209,000.00
<b>DIRECT STATE COSTS:</b>	<b>Paid By:</b> <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$200.00	
Right of Way	\$200.00	
Engineering	\$360.00	
Utility Work	\$200.00	
Construction	\$8,000.00	
Subtotal for Direct State Costs		\$8,960.00
<b>INDIRECT STATE COSTS:</b>	<b>Paid By:</b> <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$473.98
<b>TOTAL ESTIMATED COST OF PROJECT</b>		<b>\$218,433.98</b>

<b>\$0</b>	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

<b>CSJ #</b>	<b>12-5LOSA018</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>60999</b>
<b>Project Name</b>	<b>FM 521 @ Ferndell-Henry School Driveway</b>

**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

# Fort Bend Independent School District

## Executive Summary

<b>Regular Board Meeting</b>		<b>Meeting Date: July 28, 2025</b>	
<b>Agenda Item Title: Review: Information and Discussion: Future Agenda Items</b>			
<b>Board Policy: BF (Local)</b>		<b>District Priority: Priority 2</b>	
<b>Department:</b> 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	

<b>Recommendation</b>

<b>Summary/Background</b>
<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> <p><u>August 2025</u></p> <ul style="list-style-type: none"><li>• Information Items<ul style="list-style-type: none"><li>○ Bond Update</li><li>○ Accountability A-F with CCMR</li><li>○ Student Code of Conduct Update (Pending recommendations on legislative updates from TEA/TASA)</li><li>○ Climate and Culture, Student Engagement Survey Presentation</li></ul></li><li>• Consideration and Possible Action<ul style="list-style-type: none"><li>○ Attendance Credit for 23025-26</li><li>○ BP039 HVAC MEP East Zone 1</li></ul></li></ul> <p><u>September 2025</u></p> <ul style="list-style-type: none"><li>• Information Items<ul style="list-style-type: none"><li>○ Long Range Boundary Plan Update: Northwest/Centra Boundary Information</li><li>○ Beginning of the Year (BOY) Assessment Update</li><li>○ 2026-27 Calendar Development Process Update</li><li>○ Compensation Study</li></ul></li></ul>

- Consideration and Possible Action
  - Tax Rate Adoption
  - Class Size Exception
  - November Polling Locations
  - BP013 Kitchen Renovation
  - BP041 HVAC MEP East Zone 3
  - 2025 TTESS Appraisers
  - Fiscal and Budgetary Strategy – annual approval
  - Investment Strategy – annual approval
  - List of Bond Underwriters – annual approval
  - Staff Augmentation Service (IT increase in procurement amount)

## Upcoming Reports and Major Agenda Items

- Long Range Boundary Plan Boundary Recommendation: Northwest/Central
- District Improvement Plan
- Campus Improvement Plans
- Nomination to 2026 Houston-Galveston Area Council General Assembly
- Fort Bend Central Appraisal District (CAD) Board of Directors Nomination
- BP030 Willowridge High School Renovation
- ReadySub Substitute Management System – renewal

Recommended by:

Dr. Marc Smith  
Superintendent of Schools

Submitted by:

Beth Martinez  
Deputy Superintendent Chief of Staff