



MEMORANDUM
Contracts Department

TO: Diana Sayavedra
Deputy Superintendent

FROM: Mitchell, April
Contracts Specialist

DATE: October 21, 2021

RE: **Agreement – 2021-22-0683 TASB**

The attached contract with Fort Bend ISD and TASB, outlines, Provide services for Pay system; compensation adjust review etc. The outlined service has been requested by the HUMAN RESOURCES department. For additional questions as it about the scope of service please contact Ledford, Alice.

Non-Board Approval Language:

This contract does not require approval by the Board of Trustees. Board Policy CH Local states, the Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) and to make budgeted purchases up to \$50,000.

The agreement has been reviewed by the Contracts Department and is being provided for your review and signature.

Thank you.

Reviewed by Lamanda Nipps, Assistant Director of Contracts

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Maintenance

Fort Bend ISD (“Client”)

Proposal: October 21, 2021 • Expiration: November 1, 2021

1. Scope of Work

TASB provides pay system maintenance service to Clients for whom we have provided pay systems services within the past year. Pay systems maintenance projects are more limited than a pay systems review and are focused on maintaining the system previously designed by TASB.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of benchmark jobs in the local job market;
3. Adjust pay structures to maintain competitive position;
4. Develop implementation models with cost estimates for pay increases and limited adjustments;
5. Review a preliminary draft of findings and recommendations with Client leaders;
6. Document and present a final report of findings and recommendations; and
7. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$12,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

February 2022 will be targeted for delivery of a draft report, after beginning in November 2021. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HRServices

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the Client's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability


TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

Texas Association of School Boards, Inc.



Amy Campbell
Director, HR Services

Client

DocuSigned by:


Diana Sayavedra Acting Superintendent
Signature of Authorized Official

Purchase Order Number

November 1, 2021 | 4:14 PM CDT
Date Approved

REVIEWED
By Julie K. Smith at 2:27 pm, Oct 21, 2021



Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Texas Association of School Boards (“Contractor”), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or


None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



Signature

October 21, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

*****IF NO CONFLICT OF INTEREST, PLEASE CHECK THIS BOX, ENTER VENDOR NAME AND SIGN BELOW**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Texas Association of School Boards

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


 Signature of vendor doing business with the governmental entity

October 21, 2021
 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract”.

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: Texas Association of School Boards

Authorized Company Official’s Name (Printed): Amy Campbell

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:



C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Texas Association of School Boards

Signature of Company Official: 

Date Signed: October 21, 2021

Printed name of company official signing above: Amy Campbell

Relationships with Foreign Entities

During the 85th Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85th Texas Legislative Session, Contractor agrees that:

In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

Texas Association of School Boards


Name of Vendor (“Contractor”)

PO Box 400 Austin, TX 78767

Mailing Address City State Zip

Amy Campbell Director HR Services

Prepared by Title

 October 21, 2021

Signature Date

Mitchell, April

From: Forney, Angela
Sent: Thursday, October 21, 2021 4:04 PM
To: Mitchell, April
Subject: FW: Procurement Approval! - 2021-22-0683 - TASB

Importance: Low

From: Contracts <Contracts@fortbendisd.com>
Sent: Tuesday, October 12, 2021 9:11 PM
To: Nipps, Lamanda <Lamanda.Nipps@fortbendisd.com>; Barnes, Jamel <Jamel.Barnes@fortbendisd.com>; Emeka-Onyenwe, Doris <Doris.EmekaOnyenwe@fortbendisd.com>; Thornton, Maya <Maya.Thornton@fortbendisd.com>
Subject: Procurement Approval! - 2021-22-0683 - TASB
Importance: Low

Purchasing has approved the procurement for the following agreement. Thanks!
-The Contracts Team

Agreement Assigned to: Nipps, Lamanda

Vendor: TASB

Description of Services: Provide services for Pay system; compensation adjust review etc

Location: Virtual

Contract Amount: 12,000

Department of Purchasing

555 Julie Rivers Drive ♦ **Sugar Land, Texas 77478**

Office (281) 634-1445

Facsimile: (281) 327-1445

E-Mail: contracts@fortbendisd.com

NOTICE OF CONFIDENTIALITY: This electronic communication may contain confidential student record information intended solely for school business by the individual to whom it is addressed. Any disclosure (verbal or in print), copying, distributing, or use of this information by any unauthorized person is prohibited, and may violate FBISD Board policy (legal) and the Family Education Rights and Privacy Act (FERPA). Should you receive this electronic communication in error please notify the sender immediately and delete the message. Thank you for your cooperation.

Certificate Of Completion

Envelope Id: 2808B7FE948148BA81AEA00E007EF4A1	Status: Completed
Subject: Please DocuSign: TASB Agreement_10-21-2021.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	April Mitchell
Time Zone: (UTC-06:00) Central Time (US & Canada)	16431 Lexington Blvd.
	Sugar Land, TX 77479
	april.mitchell@fortbendisd.com
	IP Address: 12.238.50.108


Record Tracking

Status: Original	Holder: April Mitchell	Location: DocuSign
10/21/2021 3:45:46 PM	april.mitchell@fortbendisd.com	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fort Bend Independent School District	Location: DocuSign

Signer Events

Diana Sayavedra
Diana.Sayavedra@fortbendisd.com
Acting Superintendent
Fort Bend ISD
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

0C1252DEF34545D...
Signature Adoption: Pre-selected Style
Using IP Address: 199.72.83.94

Timestamp

Sent: 10/21/2021 4:13:23 PM
Viewed: 11/1/2021 4:13:43 PM
Signed: 11/1/2021 4:14:13 PM

Electronic Record and Signature Disclosure:
Accepted: 6/15/2021 2:49:14 PM
ID: 1ff47ba0-0840-4f17-8ff4-469e3fd9e411

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Natalie Crump
Natalie.Crump@fortbendisd.com
Security Level: Email, Account Authentication
(None)

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Sent: 10/21/2021 4:13:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angela Forney
Angela.Forney@fortbendisd.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/1/2021 4:14:14 PM
Viewed: 11/1/2021 4:16:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2021 4:13:24 PM
Certified Delivered	Security Checked	11/1/2021 4:13:43 PM
Signing Complete	Security Checked	11/1/2021 4:14:13 PM
Completed	Security Checked	11/1/2021 4:14:14 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fort Bend Independent School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fort Bend Independent School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: brenda.essenburg@fortbendisd.com

To advise Fort Bend Independent School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at brenda.essenburg@fortbendisd.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Fort Bend Independent School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to brenda.essenburg@fortbendisd.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fort Bend Independent School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to brenda.essenburg@fortbendisd.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Fort Bend Independent School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fort Bend Independent School District during the course of your relationship with Fort Bend Independent School District.