

**Notice of Regular Board Meeting
by Videoconference or Telephone Call
Board of Trustees
Monday, March 2, 2026**

A Regular Board Meeting of the Board of Trustees will be held on Monday, March 2, 2026, beginning at 6:00 PM, Boardroom of the Mark Henry, Ed.D. Administration Building, 11440 Matzke Road, Cypress, Texas 77429.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members of the public may access this meeting and or provide public comments as identified below:

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Notice of this meeting was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building on February 25, 2026, at 7:30 a.m.

MEETING OPENING

1. Call to Order

2. Invocation and Pledge of Allegiance

3. District's Vision and Mission Statement

4. Recognitions and Awards Announcements

A. The Superintendent will make remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provide information regarding district and community events or items of interest.

B. The Board will recognize a CFISD business partner for their outstanding contribution to the district.

C. The Board will recognize members of the Communication Department who achieved Best of Category at the 2026 Texas School Public Relations Association (TSPRA) conference.

MEETING AGENDA

5. Public Comments

A. Agenda

Comments

Per BED (Local), patrons may address the Board during any Board Meeting under Agenda Comments regarding items listed on the agenda for that meeting. Individuals must register in advance. Registration opens the day the agenda is posted to the district website, and the

deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under each agenda item listed for that meeting on the district website. This electronic speaker form must be completed in its entirety. Agenda Comments will generally be heard before each agenda item to be discussed or considered by the Board unless rearranged by the Board President. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

- SPEAKERS:** 1. Kristy Owens (Agenda Item 8.C.)
2. Hemant Patel (Agenda Item 8.C.)

B. Citizen Participation

Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

SPEAKERS:

- | | | |
|----|--------|--------|
| 1. | Alicia | Ayers |
| 2. | Nikki | Cowart |
| 3. | Jeremy | Eugene |

CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON MONDAY, MARCH 2, 2026.

6. Reports

- A. The administration will provide a report on Goal 3 (Performance Objective 3.1) of increasing the graduation rate by one percent each year.
- B. The administration will provide a report on formative assessment data.
- C. The administration will provide a written report on the 2026 summer school plans and summer programs for elementary, middle school, and high school.
- D. The administration will provide an update on the general operating budget.

7. Consent Items

- A. The Board will consider approving the minutes of the February 9, 2026, Regular Board Meeting.
- B. The Board will consider approving on second reading the additions, revisions, or deletions to district policies:
 - 1. BE (Local) Board Meetings (Revise)
 - 2. BED (Local) Board Meetings: Public Participation (Revise)
 - 3. DH (Local) Employee Standards of Conduct
- C. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Prairie View A&M for teacher residency program placement(s).
- D. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Region 4 for student teacher program placement(s).

E. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with the University of Texas at Austin for teacher residency program placement(s).

F. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Portland State University.

G. The Board of Trustees may consider for acquisition all library materials that have been donated to or that are to be procured by a school library in the district.

H. The Board will consider approving a request for a Texas Education Agency waiver allowing the district to train staff on various educational strategies for the 2026-2027 school year.

I. The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.

1. Commodity Processed Food for Nutrition Services

2. Generator Repair & Service

8. Non-Consent Items

A. The Board will consider the adoption of an Order Authorizing the Issuance of Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, Series 2026A; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto.

B. The Board will consider approving the administration's recommendations for open/closed campus designations for student transfers for the 2026–2027 school year.

C. The Board will consider approving on first reading the additions, revisions, or deletions to district policies:

1. CLE (Local) Buildings, Grounds, and Equipment Management: Flag Displays (Revise)

2. CQD (Local) Technology Resources: Artificial Intelligence (Add)

3. DGBA (Local) Personnel-Management Relations: Employee Complaints/Grievances (Revise)

4. EIA (Local) Academic Achievement: Grading/Progress Reports to Parents (Revise)

5. EEP(Local) Instructional Arrangements: Lesson Plans (Add)

6. EFA(Local) Instructional Resources: Instructional Materials (Revise)

7. EHBAF(Local) Special Education: Video/Audio Monitoring (Revise)

8. FFG(Local) Student Welfare: Child Abuse and Neglect (Revise)

9. FNG (Local) Student Rights and Responsibilities: Student and Parent Complaint/Grievances (Revise)

10. GF(Local) Public Complaints (Revise)

D. The Board will consider authorizing the release of a restrictive covenant for property adjacent to Holbrook Elementary School. [This item may be discussed in closed session]

E. The Board will consider making a determination that good cause did not exist as required by law for Adriana Patterson, Annette Sato, Madison Wiltz, Rylee Taylor, Norma Avalos, and Brian Vanmiddendorp to resign their respective employment contracts. [This item may be discussed in closed session.]

F. The Board will consider and take action on the Independent Hearing Examiner's recommendation in TEA Docket No. 059-LH-12-2025 regarding the proposed discharge of Carol-Lee Hale. [This item will be discussed in closed session pursuant to Section 551.074.]

G. The district will consider a Level IV appeal (K. Perez) of a Level III decision.

9. Discussion

A. The administration will discuss Districtwide Intruder Detection Audit Report findings and corrective actions. [This item may be discussed in closed session.]

10. Board

Comments

Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

11. Closed

Session

If, during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to any item included in this notice, then such closed session as authorized by Section 551.001 of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.084, of the Open Meetings Act.

A. There will be a Closed Session in accordance with Government Code Section 551.001 et. seq.

B. Section 551.071	C. For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. For the purpose of consultation with the district's attorney concerning matters on which the attorney's duty to the district under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings laws.
D. Section 551.072	E. For the purpose of discussing the purchase, exchange, lease or value of real property.
F. Section 551.073	G. For the purpose of considering a negotiated contract for a prospective gift or donation.
H. Section 551.074	I. For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
J. Section 551.076	K. To consider the deployment, or specific occasions for implementation, of security personnel or devices.
L. Section 551.0821	M. For the purpose of deliberating a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed.
N. Section 551.082	O. For the purpose of considering discipline of a public-school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
P. Section 551.083	Q. For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by section 13.901 of the Texas Education Code.
R. Section 551.084	S. For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

12. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas 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 TASB Policy BEC(LEGAL)]

On February 25, 2026, at 7:30 a.m., this notice was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building.

For the Board of Trustees



CYPRESS-FAIRBANKS ISD

Strategic Plan Goal

Performance

Objective 3.1

Board Meeting
March 2, 2026



Graduation Goal

Goal 3: The 4-year graduation rate will increase from 92.3% to 95.9% by 2029.

Performance Objective 3.1: The percentage of students who graduate within four years will increase by 1% each year.



Data Monitoring

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graph TD; A[Data Monitoring] --> B[On-Track to Graduate]; A --> C[Off-Track to Graduate]; B --- B1[Active seniors who have passed the required 5 End of Course exams.]; C --- C1[Need to increase credits and/or pass the End of Course exams.]; C --- C2[Support Provided];
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On-Track to Graduate

Active seniors who have passed the required 5 End of Course exams.

Off-Track to Graduate

Need to increase credits and/or pass the End of Course exams.

Support Provided

On-Track Example

Date First Enrolled in Grade 9	Status	Current Classification	Met Graduation by EOC & Exemptions
08-22-2022	Active	12	Y



Off-Track Example

Date First Enrolled in Grade 9	Status	Current Classification	Met Graduation by EOC & Exemptions
08-22-2022	Active	12	N

Off-Track Example

Date First Enrolled in Grade 9	Status	Current Classification	Met Graduation by EOC & Exemptions
08-24-2022	Active	9	Y
08-22-2022	Active	10	Y
08-26-2022	Active	11	Y

Off-Track Example

Date First Enrolled in Grade 9	Status	Current Classification	Met Graduation by EOC & Exemptions
08-24-2022	Active	9	N
08-22-2022	Active	10	N
08-26-2022	Active	11	N

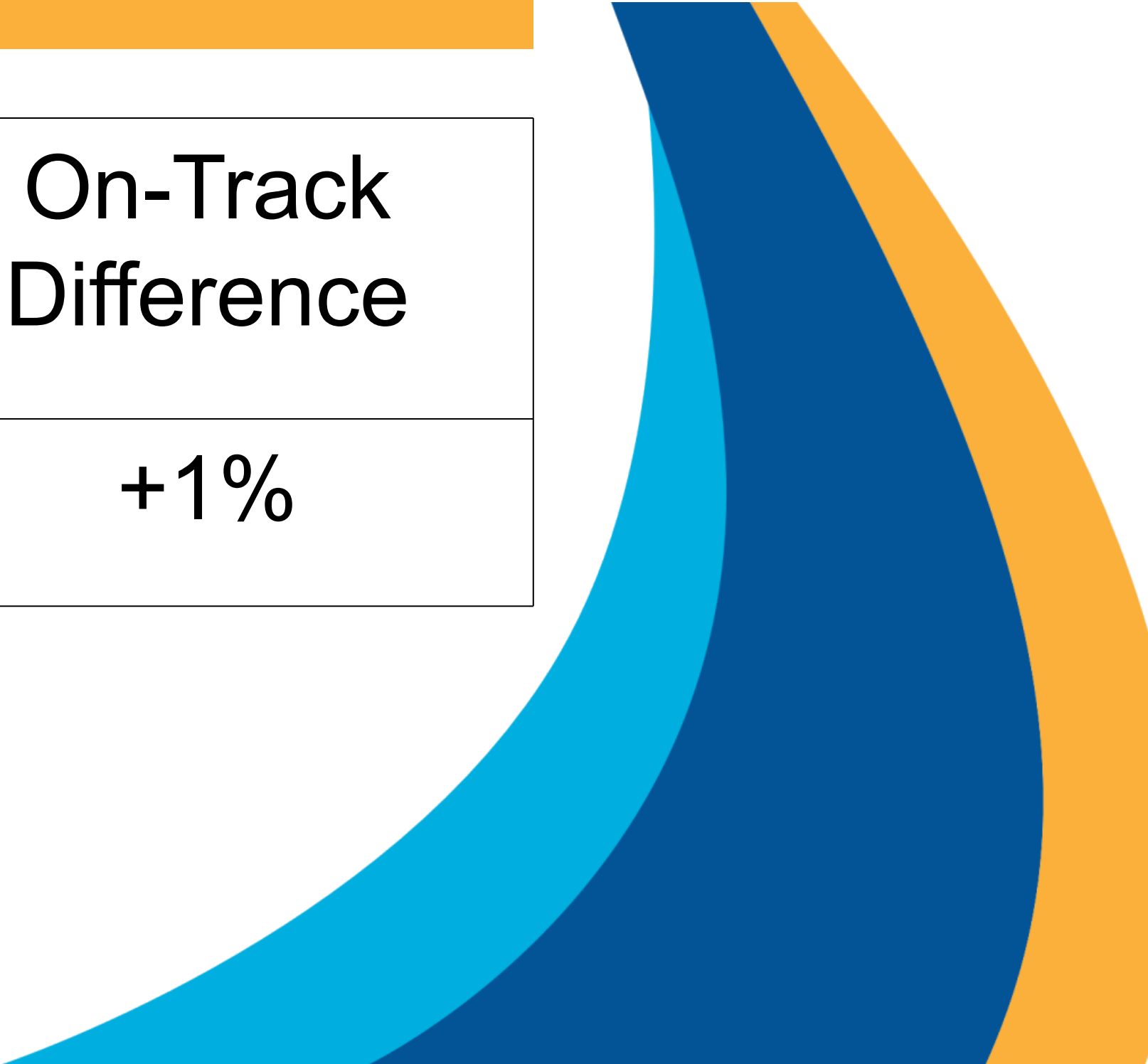
On-Track Graduation Data Fall 2025 to Spring 2026

On-Track Fall 2025	On-Track Spring 2026	On-Track Difference
86%	91%	+5%

On-Track Graduation Data

Spring 2025 to Spring 2026

On-Track Spring 2025	On-Track Spring 2026	On-Track Difference
90%	91%	+1%



Intervention and Support

Data

Tutorial (Before/After School/ Saturday)	STAAR/EOC English Course	EOC Intervention (Non- Course)	Pull-out/ Push-in Intervention During the Day	Academic Conference with Parent	Plan to Recover Excessive Absences	Digital Credit Recovery	Plan of Individual Graduation Committee
#	#	#	#	#	#	#	#
703	205	585	334	939	242	359	549

HS Strategic Process Overview

Ongoing Data Analysis and evaluation of the Strengths, Weaknesses, Actions, and Plan (SWAP) document.

Aug. 2025 & Jan 2026

- Counselors reviewed student transcripts to determine who is on/off track to graduate.
- Plans were developed for “off” track students.

Sept. 2025 and Feb. 2026

- Collaboration with campus/district admin to share new SWAPs and best practices.

Progress data is shared with the Board of Trustees in November and in March annually.



Mid-Year Data Review

CFISD Board of Trustees Meeting
March 2, 2026

Cypress-Fairbanks ISD Strategic Plan

Goal 1: The percentage of students taking STAAR/EOC will increase performance at the Approaches Level from 80% to 90%, at the Meets Level from 56% to 71%, and at the Masters Level from 26% to 41% by 2029.

Performance Objective 1.1: The percentage of eligible students scoring at the Approaches, Meets, and Masters Level on the District Progress Monitoring (DPMs) assessments will increase by 2% at the Approaches Level and 3% at the Meets and Masters Levels each year.

Reading/Language Arts 3-8, English I and English II

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higer		Masters	
		#	%	#	%	#	%	#	%
All	64722	8893	14%	55829	86%	46041	71%	25730	40%
AA	13190	2589	20%	10601	80%	8159	62%	3967	30%
H	29108	4914	17%	24194	83%	18857	65%	9160	31%
W	12235	731	6%	11504	94%	10348	85%	6585	54%
A	7143	311	4%	6832	96%	6383	89%	4640	65%
Eco Dis	35706	6815	19%	28891	81%	22028	62%	10401	29%
SPED	9070	3441	38%	5629	62%	3352	37%	1267	14%

Math 3-8 and Algebra I

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higer		Masters	
		#	%	#	%	#	%	#	%
All	51508	11286	22%	40222	78%	28067	54%	15322	30%
AA	10691	3279	31%	7412	69%	4577	43%	2039	19%
H	23420	6106	26%	17314	74%	10946	47%	5102	22%
W	9455	1056	11%	8399	89%	6611	70%	4054	43%
A	5361	330	6%	5031	94%	4444	83%	3258	61%
Eco Dis	29273	8476	29%	20797	71%	12855	44%	5825	20%
SPED	8014	3535	44%	4479	56%	2273	28%	863	11%

Science 5 & 8, Biology

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higer		Masters	
		#	%	#	%	#	%	#	%
All	22953	1088	5%	21865	95%	19217	84%	13769	60%
AA	4568	313	7%	4255	93%	3519	77%	2245	49%
H	10167	644	6%	9523	94%	8093	80%	5266	52%
W	4526	70	2%	4456	98%	4166	92%	3347	74%
A	2691	33	1%	2658	99%	2563	95%	2232	83%
Eco Dis	12340	861	7%	11479	93%	9559	77%	6090	49%
SPED	2838	481	17%	2357	83%	1643	58%	863	30%

Social Studies 8 and U.S. History

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higer		Masters	
		#	%	#	%	#	%	#	%
All	16069	1398	9%	14671	91%	12707	79%	9781	61%
AA	3237	366	11%	2871	89%	2422	75%	1805	56%
H	7099	774	11%	6325	89%	5269	74%	3875	55%
W	3157	156	5%	3001	95%	2731	87%	2203	70%
A	1928	55	3%	1873	97%	1759	91%	1505	78%
Eco Dis	8285	1025	12%	7260	88%	6050	73%	4461	54%
SPED	1437	403	28%	1034	72%	684	48%	432	30%

Cypress-Fairbanks ISD Strategic Plan

Goal 4: The percentage of students in grades K-2 who are proficient on the reading MAP or MClass assessment will increase from 90% to 95% by 2029.

Performance Objective 4.1: The percentage of students who meet their RIT score or show observed growth on the MAP or MClass composite score will increase by 1% each year.

K-2 MAP Reading

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
K	6325	1023	16%	5302	84%	4107	65%	2488	39%
1	6818	1351	20%	5467	80%	3948	58%	2410	35%
2	7202	1183	16%	6019	84%	4622	64%	2852	40%
All	20345	3557	17%	16788	83%	12677	62%	7750	38%
AA	3909	842	22%	3067	78%	2170	56%	1185	30%
H	9760	2077	21%	7683	79%	5420	56%	3038	31%
W	3546	304	9%	3242	91%	2749	78%	1877	53%
A	1988	174	9%	1814	91%	1568	79%	1145	58%
Eco Dis	11879	2764	23%	9115	77%	6201	52%	3252	27%
SPED	2771	983	35%	1788	65%	1085	39%	548	20%

K-2 mClass

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
K	6364	863	14%	5501	86%	4742	75%	2904	46%
1	6844	1287	19%	5557	81%	4695	69%	2580	38%
2	7174	1398	19%	5776	81%	4846	68%	2615	36%
All	20382	3548	17%	16834	83%	14283	70%	8099	40%
AA	3915	923	24%	2992	76%	2417	62%	1279	33%
H	9766	1879	19%	7887	81%	6629	68%	3551	36%
W	3554	404	11%	3150	89%	2718	76%	1600	45%
A	1991	148	7%	1843	93%	1688	85%	1179	59%
Eco Dis	11891	2626	22%	9265	78%	7619	64%	3951	33%
SPED	2755	1029	37%	1726	63%	1347	49%	673	24%

Cypress-Fairbanks ISD Strategic Plan

Goal 5: The percentage of students in grades K-2 who are proficient on the math MAP will increase from 90% to 95% by 2029.

Performance Objective 5.1: The percentage of students who meet their RIT score or show observed growth on the MAP will increase by 1% each year.

K-2 MAP Math

Group	Total Tested	Did Not Meet		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
K	6310	852	14%	5458	86%	4268	68%	2551	40%
1	6813	946	14%	5867	86%	4372	64%	2146	31%
2	7168	1219	17%	5949	83%	4447	62%	2532	35%
All	20291	3017	15%	17274	85%	13087	64%	7229	36%
AA	3897	839	22%	3058	78%	2072	53%	977	25%
H	9737	1720	18%	8017	82%	5726	59%	2625	27%
W	3537	239	7%	3298	93%	2808	79%	1890	53%
A	1982	84	4%	1898	96%	1686	85%	1244	63%
Eco Dis	11845	2373	20%	9472	80%	6486	55%	2855	24%
SPED	2760	881	32%	1879	68%	1240	45%	610	22%

Mid-Year Data Review

CFISD Board of Trustees Meeting
March 2, 2026

2026 Summer School Programs

Elementary Summer Programs

Camp Explorer – State Required Program Offered to all Bilingual/ESL Students in Grades Pre-K and Kindergarten:

- Locations:
 - Andre, Bane, Emery, Metcalf, Millsap, Moore, Owens, Reed, Walker, Willbern, and Woodard
- Times and Dates:
 - 9:00 a.m. – 4:30 p.m.
 - June 8, 2026 through July 2, 2026 (No summer classes on Fridays)
- Transportation will be provided.
- Breakfast and lunch will be provided.

Camp Summit – Early Literacy Program for Grades K - 2 (Invitation Only)

- Locations:
 - Andre, Bane, Emery, Metcalf, Millsap, Moore, Owens, Reed, Walker, Willbern, and Woodard
- Times and Dates:
 - 9:00 a.m. – 2:30 p.m.
 - June 8, 2026 through July 2, 2026 (No summer classes on Fridays)
- Transportation will be provided.
- Breakfast and lunch will be provided.

Camp Triumph – Literacy, Math/Science Program for Grades 3 - 5, including NAC for Grades 4 - 5 (Invitation Only)

- Locations:
 - Andre, Bane, Emery, Metcalf, Millsap, Moore, Owens, Reed, Walker, Willbern, and Woodard
- Times and Dates:
 - 9:00 a.m. – 2:30 p.m.
 - June 8, 2026 through June 25, 2026 (No summer classes on Fridays)
- Transportation will be provided.
- Breakfast and lunch will be provided.

Camp Elevate (Virtual ONLY) – Literacy, Math, and Science Enrichment Program for Grades Pre-K – 5 (Available for All Students)

- Students work through a self-paced Schoology course with Hotline telephone support to answer any questions or issues they may encounter.

English

English II, III, and IV – Original credit English courses are recommended for students meeting certain criteria. Ninth and tenth graders taking English II in summer school must take the EOC exam in December 2026.

Social Studies –U.S. History is recommended for students who are accelerating the social studies sequence to graduate early. Students must enroll in the next social studies course during 2026–2027 school year.

1. World Geography (*for students in grades 9-11*)
World History (*for students in grades 9-11*)
2. U.S. History (*for students in grades 10-11*) EOC required in December 2025.
3. Government (*for students in grade 11*)
4. Economics (*for students in grade 11*)

Mathematics – Geometry and Algebra II are recommended for students accelerating their math sequence to graduate early or to take upper-level math courses. Students must enroll in the next math course during 2026-2027 school year.

1. Geometry: *Available to any student in grades 9-11 who is recommended to take this course in the regular term.*
2. Algebra II: *For students who have completed Algebra I and Geometry with a **B** or better average; grades 10-11.*
3. Math Models with Applications

Science – Students enrolling in any of these science courses must enroll in the next science course during 2026-2027 school year.

1. Integrated Physics & Chemistry – (*Available to any student in grades 9-11*)
2. Chemistry - (*Available to any student in grades 10-11*)

Languages Other Than English

Spanish II – (*Available to any student in grades 9-11*)

Physical Education

Lifetime Fitness and Wellness –1 credit (*Available to any student in grades 8-11*)

Fine Arts

Art I (*Available to any student in grades 8-11*)

(b) Make-up Credit Courses

Any course will be offered for make-up credit, as long as at least twenty (20) students enroll.

5. Course Offerings:

(a) Original Credit Middle School Courses:

(6th-7th Grade Students)

- Physical Education 7 or 8 ($\frac{1}{2}$ - 1 unit)

(b) Math Acceleration Courses:

(6th-7th Grade Students)

- Moving Up in Math (6th grade students who qualify)
- Accelerate to Algebra (7th grade students who qualify)

(c) Original Credit High School Courses: (*Eligible middle school students may take these courses on a middle school campus and/or a high school campus. Middle school students must meet the criteria for taking a high school course before enrolling.*)

1. Touch Systems Data Entry (1/2 credit) – for students in grades 6, 7, or 8
2. Physical Education* (1/2-1 credit) – 8th-grade students
3. Art I* (1 credit) – 8th-grade students

*These courses offered on a high school campus only.

(d) Make-up Credit Courses

1. Language Arts and Reading 6-8
2. Social Studies 6-8
3. Science 6-8
4. Physical Education 6-8

Each of these courses will be offered if at least sixteen (16) students enroll.

Students attend these courses for six (6) hours each day and earn credit for one course during each session.

6. Algebra Camp 8th grade:

Locations: Cypress Springs High School

Time: 7:30 a.m. – 1:00 p.m.

Dates: June 29 – July 9

Transportation will be provided.

7. Math Camp 6th and 7th grade:

Locations: Rowe Middle School, Goodson Middle School, Dean Middle School and Campbell Middle School

Time: 7:30 a.m. – 1:00 p.m.

Dates: June 10 – June 23

Transportation will be provided.



General Operating Budget Update

March 2, 2026

Adopted General Fund 2025-2026

DESCRIPTION	ADOPTED BUDGET
Local Revenues	\$519,896,304
State Revenues	653,050,487
Federal Revenues	7,500,000
Other Sources	500,000
Total Revenues	\$1,180,946,791
Expenditures	\$1,226,419,644
Surplus (Deficit)	(\$45,472,853)

Estimated Financial Impact HB 2

CFISD's total gain (\$584/ADA for 2025-2026)	\$62,562,470
Restricted – Teacher Retention Allotment	31,895,000
(plus employee benefits paid by CFISD)	3,344,997
Restricted – Early Education Allotment	3,799,244
<hr/>	
\$ left for flexible use (2025-2026)	\$23,523,229

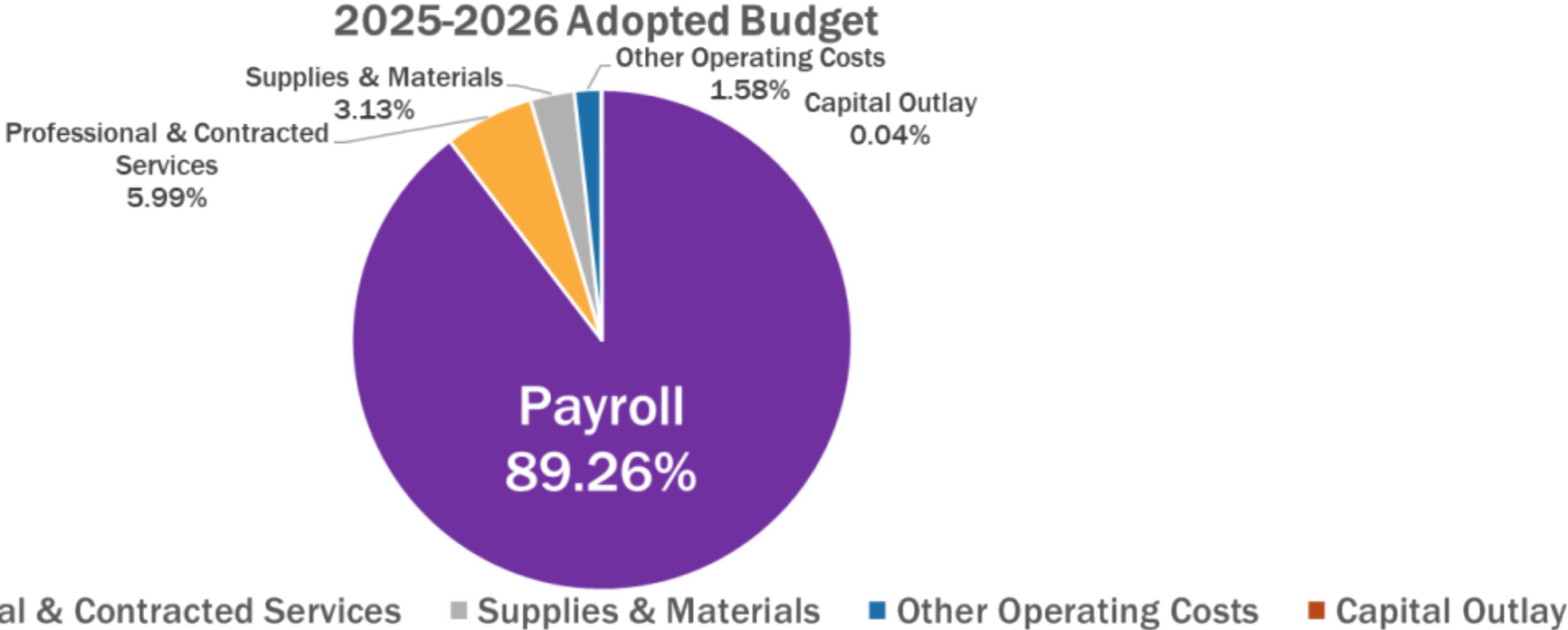
**M&O Funding Per Student Comparison
Houston Area School Districts – Enrollment Above 10,000 Students
(Current Law and With HB 2)**

Houston Area School Districts Enrollment Above 10,000 Students M&O Funding Per Student (Current Law)			Houston Area School Districts Enrollment Above 10,000 Students M&O Funding Per Student (HB 2)		
Rank	School District	M&O Funding Per Student	Rank	School District	M&O Funding Per Student
1.)	Galena Park ISD	\$12,200	1.)	Galena Park ISD	\$12,734
2.)	Aldine ISD	\$11,866	2.)	Aldine ISD	\$12,425
3.)	Alief ISD	\$11,810	3.)	Alief ISD	\$12,350
4.)	New Caney ISD	\$11,564	4.)	New Caney ISD	\$12,057
5.)	Goose Creek CISD	\$11,460	5.)	Goose Creek CISD	\$11,995
6.)	Sheldon ISD	\$11,452	6.)	Sheldon ISD	\$11,916
7.)	Deer Park ISD	\$11,069	7.)	Deer Park ISD	\$11,543
8.)	Alvin ISD	\$10,861	8.)	Alvin ISD	\$11,435
9.)	Spring ISD	\$10,858	9.)	Spring ISD	\$11,381
10.)	Spring Branch ISD	\$10,766	10.)	Humble ISD	\$11,337
11.)	Humble ISD	\$10,755	11.)	Spring Branch ISD	\$11,330
12.)	Katy ISD	\$10,674	12.)	Katy ISD	\$11,206
–	Houston Area Average	\$10,604	–	Houston Area Average	\$11,165
13.)	Pearland ISD	\$10,369	13.)	Pearland ISD	\$10,948
14.)	Fort Bend ISD	\$10,272	14.)	Beaumont ISD	\$10,922
15.)	Dickinson ISD	\$10,171	15.)	Dickinson ISD	\$10,870
16.)	Houston ISD	\$10,138	16.)	Fort Bend ISD	\$10,803
17.)	Beaumont ISD	\$10,093	17.)	Houston ISD	\$10,761
18.)	Clear Creek ISD	\$10,025	18.)	Clear Creek ISD	\$10,625
19.)	Lamar CISD	\$9,979	19.)	Magnolia ISD	\$10,468
20.)	Magnolia ISD	\$9,945	20.)	Lamar CISD	\$10,439
21.)	Klein ISD	\$9,847	21.)	Klein ISD	\$10,432
22.)	Tomball ISD	\$9,569	22.)	Tomball ISD	\$10,088
23.)	Conroe ISD	\$9,529	23.)	Conroe ISD	\$10,085
24.)	Cypress-Fairbanks ISD	\$9,227	24.)	Cypress-Fairbanks ISD	\$9,798

Source: Legislative Budget Board M&O comparison 2025-2026 prepared by Mesirow



General Fund Expenditures 2025-2026



2025-2026 Budget – Property Value Audits

- **Increase** in revenue from property value audits (\$19M)
 - Standard audits (average \$9M)
 - ✓ 2016 - \$6.2M
 - ✓ 2017 - \$3.5M
 - ✓ 2018 - \$5.2M
 - ✓ 2019 - \$6.2M
 - ✓ 2020 - \$6.0M
 - ✓ 2021 - \$19.3M
 - ✓ 2022 - \$17.0M
 - 2023 freeze audit (estimate of \$10M)

Estimated General Fund 2025-2026

DESCRIPTION	ESTIMATED AMOUNT
Estimated Surplus (Deficit)	(\$45,472,853)
Decrease SHARS Federal Funds	(5,200,000)
Enrollment Decrease	(13,000,000)
Miscellaneous Budget Adjustments	(2,000,000)
PVS Audits Freeze and Regular	26,400,000
Interest Income	3,600,000
Transfer-In Enterprise Fund	2,000,000
Estimated Surplus (Deficit) June 30, 2026	(\$33,672,853)

Potential Factors Impacting Deficit:

- ✓ Unfilled positions
- ✓ Interest income
- ✓ Frozen (over 65) M&O hold-harmless
- ✓ Average daily attendance/enrollment
- ✓ Unspent funds other than payroll
- ✓ SHARS reduction in federal revenues
- ✓ FEMA reimbursements
- ✓ Increases in expenditures

Administrative Cost Ratio 2023-2024

District	Ratio
Spring ISD	10.14%
Dallas ISD	9.94%
Houston ISD	8.60%
Tomball ISD	8.48%
Fort Bend ISD	7.19%
Spring Branch ISD	6.15%
Northside ISD	4.97%
Klein ISD	4.84%
Katy ISD	4.04%
Cypress-Fairbanks ISD	3.67%

DESCRIPTION	DATE
Department Budget Packets	January
2026-27 Enrollment Projections	February
Update Enrollment Projections	March
Staffing Allocations to Campuses	March
Determine Paid Pre-K Availability	April
Budget Update	April
Preliminary Budget	May
Special-Called Budget Workshop	May 21, 2026
Budget Public Hearing/Adoption	June



2026-2027 Budget Timeline



Questions?

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
FEBRUARY 2026
REGULAR BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, February 9, 2026, in the Boardroom of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building, located at 11440 Matzke Road, Cypress, Texas 77429.

MEETING OPENING

1. Call to Order

Board President Julie Hinaman called the meeting to order at 6:02 p.m.

The following Trustees were present: Julie Hinaman, Dr. Cleveland O. Lane, Jr., Lesley Guilmart, Kendra Camarena, Christine Kalmbach, Todd LeCompte, and Justin Ray.

2. Invocation and Pledge of Allegiance

Joel Mosier, Lead Pastor, Grace Life Baptist Church, delivered the invocation.

The following Cypress Woods High School AFJROTC cadets presented the colors: The American Flag was carried by Cadet Lt. Col. Cheyenne Morgan; the American Guard was Cadet Technical Sgt. Audrey George; the Texas Flag was carried by Cadet Major Ella Godwin; and the Texas Guard was Cadet Senior Airman Jaslene Melendez. These cadets presented the colors under the direction of Master Sgt. Christopher Soto, U.S. Air Force, Retired.

3. District's Vision and Mission Statement

Trustee Christine Kalmbach read the District's Vision and Mission Statement.

The Board proceeded with the **Remarks and Announcements** portion of the agenda.

4. Recognitions and Awards Announcements

4.A. Superintendent Dr. Douglas Killian made remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provided information regarding district and community events or items of interest.

4.B. The Board recognized CFISD business partner HCA Healthcare Northwest for their outstanding contributions to the district.

MEETING AGENDA

The Board proceeded with **Public Comments**.

5. Public Comments

5.A. Agenda Comments

Per BED (Local), patrons may address the Board and make public comments on an agenda item during or before the board's consideration of the item. Individuals must register online in advance to speak. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under each agenda item for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

Speakers:

1. Samuel Marinov shared comments regarding his opposition to the Bond Election.
2. Ginger Mitcham Patel urged the Board to vote to include the state-approved materials into the curriculum.
3. Jennifer Chenette addressed the Board on the importance of re-instating the science chapters that were previously removed.
4. Julie Jones expressed her support for the use of all resource materials in the adopted textbooks.
5. Jennifer Chenette addressed the Board on the difficulty of enacting a policy regarding SB 11, period of prayer

and reading of religious text, in a district this size.

5.B. Citizen Participation

Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the “Register to Speak” link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

Speakers:

1. Haseeb Abdullah addressed the Board on the recent communication between the governor’s office and CFISD regarding renting out campuses for specific events. He thanked the superintendent for his recent letter clarifying the district’s policy with the governor.
2. Jennifer Chenette addressed the Board regarding Chromebooks, viewing safety, and the need for all students to have access to them.
3. Osman Elsayed expressed his support for the Bond program and shared comments on CFISD’s best practices.
4. Kristina Woods addressed the Board on the need for the district to have a plan in place to protect students from ICE activities.

Ms. Hinaman shared that the Reports and Public Hearing portions of the agenda were presented at the Board Work Session on Thursday, February 5, 2026.

The Board continued with the **Consent Agenda Items**. (During review of the following action items any Board member may remove one or more of these items, at which time, these items will be addressed and voted on individually. If any board member has a question regarding an agenda item, please ask to be recognized on consent agenda items.)

- 8.A.** The Board will consider approving the minutes of the January 12, 2026, Board Work Session.
- 8.B.** The Board will consider approving the minutes of the January 15, 2026, Regular Board Meeting.
- 8.C.** The Board will consider approving on second reading the additions, revisions, or deletions to district policies:
 - 8.C.1. FDE (Local) – Admissions: School Safety Transfers (Revise)
 - 8.C.2. FEC (Local) – Attendance: Attendance for Credit (Revise)
- 8.D.** The Board will consider approving the budget amendments for the period of October 1, 2025 through December 31, 2025.
- 8.E.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Lone Star College.
- 8.F.** The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:
 - 8.F.1. 2025 Berry ESC and CFFCU Stadium Elevator Replacements
- 8.G.** The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.
 - 8.G.1. Transportation as a Service (TaaS)

Ms. Hinaman asked if any Board member wished to remove one or more of these items for further discussion. Upon hearing no further discussion or comments, Ms. Hinaman asked for a motion to approve the consensus action items as recommended or amended.

Trustee Kendra Camarena moved to approve the consent items.
Trustee Lesley Guilmart seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

The Board proceeded with the **Non-Consent Agenda Items.**

~~9.A. The Cypress Fairbanks Independent School District Board of Trustees will consider the adoption of an order calling a Bond Election to be held within the District; making provisions for the conduct and the giving of notice of the election; and containing other provisions relating thereto.~~

~~A draft of the election order reflecting the proposed amounts and scope of the propositions is available for review on the District website, [cfisd.net/Board of Trustees/Board Meetings/Board Agendas](http://cfisd.net/Board-of-Trustees/Board-Meetings/Board-Agendas), under the February 5 and February 9, 2026, board meeting agendas (Item 9.A.), or upon request at superintendent@cfisd.net. The final amounts and the scope of any propositions to be presented to the voters are within the discretion of the Board of Trustees.~~

This item was discussed at the Thursday Board Work Session. At this time, the administration has withdrawn its recommendation, and the item has been tabled until further notice from the administration.

9.B. The Board will consider approving the District’s instructional material recommendations for the following advanced courses:

- Perfection Learning/AMSCO, English Language and Composition, Advanced Placement Edition for the Advanced Placement and Dual Credit English III course.
- Perfection Learning/AMSCO, English Literature & Composition, Advanced Placement Edition for the Advanced Placement and Dual Credit English IV course.
- Bedford, Freeman, & Worth, American Government: Stories of a Nation for the Advanced Placement and Dual Credit US Government course.
- W. W. Norton & Company, Governing Texas for the Dual Credit Texas Government course.
- Bedford, Freeman, & Worth, Ways of the World for the Advanced Placement World History course.
- W. W. Norton & Company, The History of Art: A Global View for the Advanced Placement Art History course.
- Vista, Journeys to Chinese Proficiency for the Mandarin Chinese III course.
- McGraw Hill, Precalculus for the Precalculus course.
- Savvas, Algebra II for the Algebra II course.
- McGraw Hill, Geometry, for the Geometry course.
- Consenza, Algebraic Reasoning for the Algebraic Reasoning course.
- McGraw Hill, Mader, AP Biology for the Advanced Placement and Dual Credit course.
- Cengage Learning, Chemistry for the Advanced Placement and Dual Credit course.

Ms. Hinaman called for a motion.

Trustee Lesley Guilmart moved that the Board approve the posted instructional materials for the listed advanced courses.

Trustee Kendra Camarena seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

- 9.C. The Board will consider permitting the use of all resource materials in adopted textbooks and direct the administration to ensure that materials meet community standards and present a fair and balanced perspective.

Trustee Julie Hinaman moved that the Board permit the use of all resource materials in adopted textbooks and direct the administration to ensure that materials meet community standards and present a fair and balanced perspective.

Trustee Dr. Cleveland O. Lane, Jr. seconded.

A discussion was held by the Board on this item.

A vote was taken.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Nay
Lane – Aye
LeCompte – Nay
Ray – Nay

4 votes in favor | 3 votes opposed | 0 abstentions. Motion carries.

- 9.D. The Board will consider approving the Early Childhood Literacy and Mathematics Proficiency Plans.

Ms. Hinaman called for a motion.

Trustee Justin Ray moved that the Board approve the Early Childhood Literacy and Mathematics Proficiency Plans.

Trustee Chistine Kalmbach seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

- 9.E. The Board will consider approving changes to the Strategic Plan.

Ms. Hinaman called for a motion.

Trustee Dr. Cleveland O. Lane, Jr. moved that the Board approve the recommended changes to the Strategic Plan.

Trustee Justin Ray seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

- 9.F. The Board will consider approving on first reading the additions, revisions, or deletions to district policies.

Policies DGBA (Local), FNG (Local) and GF (Local) were removed from the agenda.

9.F.1. BE (Local) Board Meetings (Revise)

9.F.2. BED (Local) Board Meetings: Public Participation (Revise)

9.F.3. ~~DGBA (Local) Personnel Management Relations: Employee Complaints/Grievances (Revise)~~

9.F.4. DH (Local) Employee Standards of Conduct

- 9.F.5. FNG (Local) Student Rights and Responsibilities: Student and Parent Complaint/Grievances (Revise)
9.F.6. GF(Local) Public Complaints (Revise)

Ms. Hinaman called for a motion.

Trustee Justin Ray moved that the Board approve the first reading of the additions, revisions, or deletions to the posted district policies.

Trustee Todd LeCompte seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

- 9.G. The Board will consider approving a site lease to SQF, LLC. [This item was discussed in closed session.]

Ms. Hinaman called for a motion.

Trustee Justin Ray moved that the Board approve a site lease to SQF, LLC and authorize the superintendent or designee to negotiate the final terms and conditions of the lease and execute all related documents.

Trustee Dr. Cleveland O. Lane, Jr. seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Nay
Lane – Aye
LeCompte – Nay
Ray – Aye

5 votes in favor | 2 votes opposed | 0 abstentions. Motion carries.

- 9.H. The Board will consider a resolution as required by Senate Bill 11 (2025) regarding a period of prayer and reading of religious text during the school day. [This matter was discussed in closed session].

Trustee Julie Hinaman moved that the Board decline to adopt a resolution described by Section 25.0823A-1 of the Texas Education Code and will not adopt a policy requiring every campus of the district to provide students and employees with an opportunity to participate in a period of prayer and reading of the Bible or other religious text on each school day.

Trustee Kendra Camarena seconded.

Trustee Christine Kalmbach requested to make a motion to table “this discussion” until the next Board meeting on February 17th to collect more information and do further research on this item. Ms. Hinaman asked if Ms. Kalmbach was making a motion.

Ms. Kalmbach made a motion to table this item until the Special-Called Board Meeting on February 17th.

Trustee Justin Ray seconded.

Camarena – Nay
Guilmart – Nay
Hinaman – Nay
Kalmbach – Aye
Lane – Nay
LeCompte – Aye
Ray – Aye

3 votes in favor | 4 votes opposed | 0 abstentions. Motion fails.

The Board continued with the original motion to decline to adopt a resolution described by Section 25.0823A-1 of the Texas Education Code and to not adopt a policy requiring every campus of the district to provide students and

employees with an opportunity to participate in a period of prayer and reading of the Bible or other religious text on each school day.

A vote was taken.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Nay
Lane – Aye
LeCompte – Nay
Ray – Nay

4 votes in favor | 3 votes opposed | 0 abstentions. Motion carries.

- 9.I.** The Board will consider making a determination that good cause did not exist as required by law to John Hodges, Philippa McCormick, Eisha Roberson, Tanner Nguyen, Kelli Boudreaux, Jenny Bernas, Jordan Sekula, Darla Fondel, ~~Daniel Montanes~~, and Grace Smith to resign their respective employment contracts. [This item was discussed in closed session.] *Daniel Montanes’ name was removed from the agenda.*

Ms. Hinaman called for a motion.

Trustee Christine Kalmbach moved that the Board of Trustees render a finding under Texas Code chapter 249.17(d) that good cause did not exist as required by Texas Code sections 21.105(c), 21.160(c), or 21.210(c) for the following individuals to resign their respective employment contracts and notify these employees in accordance with the law that the District is submitting a complaint to the State Board of Educator for contract abandonment.

Trustee Todd LeCompte seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

- 9.J.** The Board will consider approving the superintendent’s recommendation to give notice to Dijajinae Harris pursuant to 21.211 of the Texas Educator Code that her employment with the District under a term contract is terminated. [This item was discussed in closed session.]

Ms. Hinaman called for a motion.

Trustee Christine Kalmbach moved that the Board of Trustees give notice to the following person that her employment under a term contract is terminated.

Trustee Dr. Cleveland O. Lane, Jr. seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

Board President Hinaman announced that the **Addendum** to the February 9, 2026, Regular Board Meeting was withdrawn.

The Board proceeded with **Board Comments**.

10. Board Comments

- 10.A.** Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences

attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

Kendra Camarena shared the great history of Carverdale High School. Ms. Camarena honored and recognized former Board member Debbie Blackshear for her work in the community and in CFISD. “To her family and to her friends, our heart is with you all and to the students, everyone who is missing her today.”

Todd LeCompte shared comments on his campus visits to Byrd, M. Robinson and Jowell Elementary Schools. Mr. LeCompte also attended the elementary Spelling Bee, the district wrestling tournament, and the CFISD Livestock Show and Sale. He shared what an honor it was to see Debbie Blackshear’s family at the Livestock Show and commented on her 34 years of support for the Show.

Lesley Guilmart expressed her deepest condolences to the Blackshear family. Ms. Guilmart shared comments on two books that were inspired by Black History Month: *Moses: When Harriet Tubman Led Her People to Freedom* and *We Will Rest!: The Art of Escape*.

Dr. Cleveland O. Lane, Jr., shared comments on his campus visits to Kirk Elementary and Jersey Village High School. Dr. Lane also attended the CFISD Dance Show-Offs, the Livestock Show, the elementary Spelling Bee, and the Robotics event. Dr. Lane honored Debbie Blackshear and expressed his gratitude for the support she gave to him as a new Trustee. Dr. Lane recognized and shared comments on Black History Month.

Christine Kalmbach offered her condolences to the Blackshear family. Ms. Kalmbach attended the CFISD Livestock Show and Sale and the elementary Spelling Bee. She reminded everyone to keep track of the Long-Range Planning Committee on the district website and shared comments on the District of Innovation.

Justin Ray shared how Debbie Blackshear was an important friend to the CFISD family during some very difficult times, and how she was instrumental in the creation of Salute to Our Heroes. He shared comments on his recent visits to ALC East and Bleyl Middle School.

Julie Hinaman shared her sentiments on the passing of Debbie Blackshear and expressed her deep gratitude for Ms. Blackshear’s contributions to the community ... “Her mentorship as a Trustee, her commitment as an advocate for public education, her strong faith, and her love for people – she’s a role model and an inspiration, and her legacy will continue for many years through all the lives that she touched.” Ms. Hinaman sent her condolences to her husband Paul, her children and grandchildren.

11. Closed Session

No closed session was held.

12. Adjournment

Board President Hinaman called for a motion to adjourn the meeting.

Trustee Dr. Cleveland O. Lane, Jr. seconded.

Camarena – Aye
Guilmart – Aye
Hinaman – Aye
Kalmbach – Aye
Lane – Aye
LeCompte – Aye
Ray – Aye

7 votes in favor | 0 votes opposed | 0 abstentions. Motion carries.

The meeting was adjourned at 7:36 p.m.

Julie Hinaman
President, Board of Trustees

Lesley Guilmart
Secretary, Board of Trustees

Approved: March 2, 2026

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the second Monday of each month. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

Board Work
Session

The Board shall meet each Thursday immediately preceding the regular meeting in a work session to review those agenda items requiring Board action. When determined necessary and for the convenience of Board members, the Board president may change the date, time, or location of a work session with proper notice.

**Special or
Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or one of the members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The preliminary agenda will be reviewed by the Superintendent and Board President prior to being finalized. Items may be placed on the agenda by the Superintendent, the Board President, any Board member with the approval of the Board President, or through written request by any two Board members

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least three business days prior to the scheduled date of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

BOARD MEETINGS

BE
(LOCAL)

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, specifically section 49:21 Procedures for Small Boards, except as otherwise provided in Board operating procedures or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Record Vote

Voting on any item shall be a record vote by show of hands or roll call, as directed by the Board President. Any member may abstain from voting on an item, and a member's vote or failure to vote shall be recorded in the minutes. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary; 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 Board President and the Board Secretary.

[See CPC regarding retention of records.]

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

Board Member Comment

Any Board member may make a comment regarding school district activities or events, or matters of interest or concern for the school District, during the comment section of the agenda. No prior notice of the topic need be posted. Comment items, however, may not be the subject of Board discussion or deliberation. If any member wishes to discuss or deliberate on a comment item, he or she shall

request that it be made the subject of a posted action item or discussion item at a future Board meeting.

**Limit on
Participation**

Audience participation at a Board meeting is limited to the portions of the meeting for citizen comments on the open session agenda items (hereinafter “agenda comment”) or citizen comments on any item of interest or concern to the District (hereinafter “citizen participation”), which are designated for those purposes. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

Public comment shall occur at the beginning of the meeting. [See FA]

Agenda Comment

At every open meeting of the Board (including special-called meetings and committee of the whole workshops), the Board shall allot time to hear persons who desire to make an agenda comment to the Board ~~at the beginning of the meeting and prior to consideration of or action on the item.~~ Persons who wish to participate in this portion of the meeting must register in advance of the meeting as posted in the meeting agenda on the District’s website. The Board may limit the amount of time for agenda comment in accordance with the established procedures posted on the District’s website.

Citizen Participation

At each regular meeting of the Board, the Board shall allot time ~~at the beginning of the meeting~~ to hear persons who desire to speak during citizen participation. Persons who wish to participate in this portion of the meeting must register in advance of the meeting as posted in the meeting agenda on the District’s website. ~~The Board may limit the amount of time and number of speakers for citizen participation in accordance with established procedures posted on the District’s website. Any persons not chosen to speak during citizen participation may submit written comments to the Board.~~

Meeting
Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board’s Response

Board members may ask questions of presenters to clarify the issues presented but are not required to do so. Board members may address agenda comments during consideration of the agenda item but are not required to do so. Specific factual information or recitation of existing policy may be furnished in response to citizen participation, but the Board shall not otherwise deliberate or decide regarding any matter raised in citizen participation that is not otherwise properly posted on the agenda for the meeting.

Public Hearings

The Board may hold a public hearing in which any interested persons shall be allowed to present information on the topic of the

hearing in accordance with established procedures posted on the District's website.

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer or parliamentarian, any person who continues to disrupt the meeting by his or her words or actions may be removed from the meeting.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**Professional and
Personal Conduct**

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(REGULATION)]

Each District hourly wage employee shall be expected to adhere to the standards of conduct set out in the District's working agreement. The working agreement serves only as notice of conduct that may lead to disciplinary action, including termination, and is not an employment contract creating a property interest in employment or job position.

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

Each District employee is a role model for the District's students and is therefore responsible for his or her public conduct even when not acting as a District employee.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Employee Duty to
Protect and Report**

Each District employee has the responsibility to protect District assets and shall be expected to be alert to the potential for theft of property, theft of services, theft of anything of value, fraud, misappropriation, or financial impropriety.

Any employee who knows or has reason to know of or suspect an occurrence of fraud, misappropriation, financial impropriety, or covered activity shall immediately notify his or her supervisor. If the employee has reason to believe that the supervisor may be involved, the employee shall immediately notify his or her associate superintendent or the legal services office.

**Violations of
Standards of
Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

**Employee Duties
During an
Investigation**

In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his or her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters under investigation. An employee who fails to volunteer such information shall receive a directive

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from an administrator to provide a statement. An employee's failure to comply with such a directive constitutes insubordination, a violation that shall be grounds for disciplinary action, up to and including termination.

Electronic Recording

No employee shall electronically record another employee by audio, video, or other means, including any conversation or meeting, unless each employee present has been notified and consents to being electronically recorded.

These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, or any other Board-sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel.

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DH(REGULATION)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB Legal].

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Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning [see DH Legal].

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is prohibited, even if consensual. A District student who is also employed by the District is not prohibited from dating a peer of a similar age.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

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**Tobacco, Nicotine,
and E-Cigarettes**

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product that does not include the use of e-cigarettes or electronic vaporizing devices.

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

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3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

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Exception The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses.

Consideration Being convicted of or receiving adjudication for a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who receives deferred adjudication or who is convicted of a crime during employment with the District:

1. The nature of the offense;
2. The date of the offense; and
3. The relationship between the offense and the position to which the employee is assigned.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

MEMORANDUM OF UNDERSTANDING

Cypress-Fairbanks ISD and Prairie View A&M University

High Quality Sustainable Student Teacher Residency Program and Strategic Staffing

This Memorandum of Understanding ("Agreement") is made by and between Cypress-Fairbanks Independent School District in Houston, Texas ("Cypress-Fairbanks ISD" or "CFISD" or "District" or "LEA") and the Prairie View A&M University, a Texas Public Institution of Higher Education ("University") (hereinafter collectively referred to as the "Parties").

WHEREAS, Prairie View A&M University has a TEA vetted and approved Teacher Residency Program;

WHEREAS, CFISD and the University wish to enter into an agreement to improve the preparation opportunities for aspiring teachers through teacher residencies, with an end goal of improving teaching and learning in District schools through mutual collaboration in the preparation of school-embedded residents and the subsequent hiring of residency graduates;

WHEREAS, CFISD and the University wish to collaborate to achieve shared goals for a high-quality teacher residency program ("Program") and to specify shared and individual responsibilities of the Program to plan, implement, and continuously improve a collaborative teacher residency partnership;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

Term and Termination. This Agreement is in effect from the date of execution for a term of three (3) years. Either party may terminate this agreement by notification of intent of termination given at least thirty (30) days in advance of the desired date of termination.

In the event this Agreement is terminated prior to the termination date, the Parties agree to allow student teacher residents who have already begun work under this Program, and who are performing to CFISD's satisfaction, to complete the academic year in which they have begun work for CFISD.

ARTICLE II

CFISD agrees and promises to:

- A. Hold structured governance meetings with the University once a month virtually and once each semester annually in-person to analyze teacher resident data, develop plans for teacher residency program continuous improvement, and inform professional development provided to cooperating teachers. **Data sharing will not violate the FERPA Confidentiality obligations of CFISD.**
- B. Provide preferential hiring, to the greatest extent possible, to student teacher residents who have successfully completed the student teacher residency program, received standard certification, and are in good standing with the District.
- C. Provide compensation of \$25,000 to each student teacher resident from the University's program placed at the District in a year-long residency placement.
- D. Report to the Texas Education Agency the following:
 - a. Number of student teacher residents participating in the program;
 - b. Demographics of student teacher residents participating in the program;
 - c. Number and type of teacher certifications awarded to student teacher residents; and
 - d. Number of student teacher residents hired as full-time teachers within the LEA the following year.
- E. Attend quarterly High-Quality, Sustainable Teacher Residency webinars.
- F. Collaboratively develop with the University a student teacher resident profile, aligned with the District's educator pipeline needs, **that will** be used to recruit, select, and place student teacher residents.
- G. Collaboratively develop with the University a cooperating teacher profile that includes consideration of the cooperating teacher's impact on student achievement, to recruit and select high-quality cooperating teachers.
- H. Provide training and support in mentorship and co-teaching best practices for cooperating teachers.
- I. Adhere to all educator preparation program requirements in Chapter 228, Texas Administrative Code.
- J. Participate in an interview and placement process for student teacher residents. Placement process shall include considerations for both campus and cooperating teacher. Video interviews shall be conducted by District Human Resource Department Staff and based on recommendations from the University. Individuals selected through the interview process will be placed for both semesters of the two semester training program. All student teacher residents shall apply for the student teacher resident position posted on the District website and shall be subject to a criminal background check prior to placement as described in Article IV.

- K. Provide to student teacher residents placed at the District, a year-long clinical teaching assignment (28 weeks minimum) in length with the student teacher resident spending at least 3 days per week on the assigned District campus under the supervision of the cooperating teacher.
- L. Provide to the student teacher residents the opportunity to carry out major professional functions under appropriate supervision in a sequence of experiences designed to enhance competencies in comprehensive assessment, intervention, evaluation of services provided, and professional practice.
- M. Maintain sole responsibility for the instruction, education, and welfare of its students. CFISD shall be responsible for providing adequate staffing necessary to carry out the goals and objectives of the District.
- N. That student teacher residents assigned to CFISD for the purposes set forth in this Agreement will be under the supervision, control, and responsibility of CFISD and are in the presence/partnership of a certified teacher of record, to the maximum extent possible.
- O. Employ a clearly designated actively licensed, qualified professional who is responsible for the integrity and quality of the training program.
- P. Shall provide qualified cooperating teachers for student teacher residents. For purposes of this Agreement, the term "cooperating teacher" shall be defined as a District employee who has been assigned to supervise the student teacher resident. The cooperating teacher will be the resource person for student teacher residents and University faculty. Cooperating teachers selected by CFISD will:
 - I. meet the selection criteria of the cooperating teacher profile established collaboratively by the District and University;
 - 2. meet the criteria set forth in Section 228.93 of the Texas Administrative Code for cooperating teachers including three years of teaching experience, appropriate teacher certification, and demonstration of having positive impact on student learning as evidenced by either state accountability exam student scores or annual teacher performance appraisals.
 - 3. assist in orienting student teacher resident to CFISD and the campus within which the student teacher resident will be assigned;
 - 4. explain school and district policies, rules, and regulations to student teacher resident;

5. provide prompt and substantive feedback to student teacher resident regarding all performance activities and interactions with school personnel, students, and parents;
 6. complete written evaluations (form provided by the University) of student teacher resident's progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable student teacher resident;
 7. immediately inform campus and/or district administrators as well as the University Faculty/Site Supervisor of any concerns regarding a student teacher resident;
 8. establish a time to meet weekly and discuss with student teacher resident their activities, impressions, reflections, and suggestions for goals and areas of improvement;
 9. supervise student teacher resident daily. If the assigned cooperating teacher is absent for any reason, a qualified, licensed professional must be assigned to supervise the student teacher resident; and
 10. participate in training and supports for mentoring and co-teaching best practices.
- Q. Shall provide electronic access to University and student teacher residents to the policies and procedures and other relevant materials to allow student teacher residents to function appropriately within the District. Failure to follow CFISD's policies and procedures can result in a request to the University to remove the student teacher resident from the program.
- R. Shall retain the right, in its sole discretion, to request the removal of any individual from any CFISD property, including but not limited to the assigned campus. Student teacher residents shall be instructed by the University to promptly and without protest leave an area whenever they are requested to do so by an authorized CFISD representative.
- S. Shall provide necessary emergency medical services to student teacher residents. CFISD will call emergency medical services should it become necessary. Student teacher residents shall follow CFISD protocols for health and safety.
- T. Shall permit student teacher residents access to the library facilities/curriculum laboratories and materials available to their personnel. Student teacher residents are prohibited from removing materials from a campus or district site without appropriate approval.
- U. Designate a team of District and University leaders to participate in innovative strategic staffing and design plan work to ensure sustainability of the student teacher residency program.

- V. Create a long-term strategic plan to grow and sustain the student teacher residency program.

ARTICLE III

The University agrees and promises to:

- A. Attend governance meetings with the District once a month virtually and once each semester annually in-person to analyze student teacher residents data and develop plans for teacher residency program continuous improvement.
- B. Certify at the time of arrival of the student teacher resident(s):
 - 1. Completion of course work for teacher preparation required for student teacher placement as applicable.
 - 2. Completion of a formal introduction to ethical and professional standards.
- C. The University will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
- D. The University will keep all records and reports on student teacher residents' experiences in accordance with University policy and regulatory requirements.
- E. The University will cooperate with CFISD in selecting qualified student teacher residents for this program. Potential residents will be carefully screened by the University prior to recommendation for placement in accordance with policies and procedures of the University's program.
- F. The University will collaboratively develop with the District a student teacher resident profile, aligned with the District's educator pipeline needs, and use the student teacher resident profile to recruit, assist with selection, and assist with placement of student teacher residents.
- G. The University will collaboratively develop with the District a cooperating teacher profile, which includes consideration of the cooperating teacher's impact on student achievement.
- H. The University will provide training and support in mentorship and co-teaching best practices for cooperating teachers.
- I. Adhere to all educator preparation program requirements in Chapter 228, Texas Administrative Code.

- J. Provide to student teacher residents placed at the District a year-long clinical teaching assignment (28 weeks minimum) in length, with the student teacher resident spending at least 3 days per week on the assigned District campus under the supervision of the cooperating teacher.
- K. The University will plan with CFISD, in advance of the commencement of any student teacher resident, its schedule of student teacher residents' assignments to the designated areas, including dates and numbers of teacher residents.
- L. The University agrees to inform student teacher residents that student teacher residents shall be responsible for all rules and regulations of CFISD, including recognition of the confidential nature of information regarding CFISD students and their records.
- M. The University will assign a Faculty/Field Supervisor who will collaborate with CFISD's assigned cooperating teachers and CFISD's Human Resource Department.
- N. Designate University leaders to serve on a team with District leaders to participate in innovative staffing model planning and technical assistance support activities.
- O. To the extent not in conflict with University policies and procedures, comply with CFISD policies and procedures that are made known to the University and ensure that all Course Instructors and Faculty/Field Supervisors are aware of these policies.
- P. Assist any student teacher resident falling below the University's academic and/or professional standards with a Growth Plan - a detailed improvement and accountability plan of action developed to ensure improved performance by the student teacher resident.
- Q. The University acknowledges that CFISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). The University is receiving information in compliance with the requirements and expectations outlined in FERPA. The University acknowledges that it must comply with said law and regulations and safeguard student information. The University is prohibited from re- disclosing the information to a third party without prior written consent from the parent or the eligible student. University must destroy any student information received from the District when no longer needed for the purposes listed in this agreement.
- R. Upon request of CFISD, remove from the CFISD teacher residency program any student teacher resident whose performance is unsatisfactory, whose personal characteristics prevent a desirable relationship with CFISD, or who fails to follow CFISD's policies and procedures.

ARTICLE IV

It is mutually agreed by the Parties:

- A. The student teacher residents shall function within the policies of the District.
- B. If a student teacher resident is expelled from the University, withdrawn from the

training program or removed from the CFISD teacher residency program under this Agreement, such action will terminate all contractual obligations to and from CFISD to that student teacher resident.

C. University and CFISD shall provide prompt notification in writing to one another and, to the extent required by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

Contact Person for CFISD:

Contact Person for University:

Name: _____

Name: _____

Title: _____

Title: _____

D. Public Information:

1. Both Parties are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
2. Both Parties will fully cooperate in responding to public information requests. This includes, but is not limited to, providing requested documentation. In the event that the request involves documentation that either Party has clearly marked as confidential and/or proprietary, the other party will provide the required notices under the TPIA.

E. Student Teacher Residents are required to receive criminal background check clearance through CFISD before arriving on any District facility. CFISD reserves the right to reject any student teacher resident candidate based on criminal history or fingerprinting. The cost of such background check is to be borne by CFISD.

F. CFISD shall timely notify the University when any University employee or student teacher resident has been involved in a reported incident involving CFISD.

G. Neither party shall be entitled to compensation from the other party for services or actions of benefit to either party, which are part of or related to the educational program.

- H. Entire Agreement. This Agreement constitutes the entire Agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
- I. Modifications. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by CFISD and University.
- J. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- K. Governing Law and Venue. The substantive laws and the Constitution of the State of Texas (and not its conflicts of law statutes or principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any proceeding initiated under this Agreement shall lie in Harris County, Texas.
- L. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- N. Assignment. No party may assign their interest in the Agreement without the written permission of the other party.
- O. Limitations of Authority.
1. Neither party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
 2. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.
- P. Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

Q. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, epidemic or pandemic, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

R. Miscellaneous Provisions.

1. Neither party shall have control over the other party with respect to its hours, times, employment, etc. It is understood and agreed that the University is an independent employer and none of its the University's employees or agents shall be deemed for any purposes to be employees or agents of CFISD.
2. Relationship between CFISD and the student teacher residents exists only for the duration of the student teacher residency.
3. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, CFISD is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. CFISD will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, CFISD is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. To the extent authorized under Texas law, the parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this Agreement shall comply with all federal, state and local laws.
4. Neither CFISD nor the University waives or relinquishes any immunities or defenses on behalf of themselves, their regents, trustees, officers, employees, and agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

S. Signatory Clause. The individuals executing this Agreement on behalf of the University and CFISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All Parties hereby acknowledge that they have read and understood this Agreement.

Cypress-Fairbanks Independent School District

Signature

Name

Title

Date

Prairie View A&M University

Signature

Name

Title

Date



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), herein referenced as "Agreement", is entered into by and between Region 4 Inspire Texas and Cypress Fairbanks Independent School District, (hereinafter "the District") for the completion of clinical teaching experience required by the State of Texas and State Board for Educator Certification for the certification of teachers, effective upon full and complete execution.

RECITALS

Whereas Cypress Fairbanks independent School District is to provide placement and support for Region 4 Inspire Texas clinical teachers, and Region 4 Inspire Texas is to provide services and support for each candidate placed within the district.

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, Region 4 Inspire Texas and Cypress Fairbanks Independent School District, agree as follows:

GENERAL TERMS AND CONDITIONS

I. Term of Agreement

This agreement shall be effective when executed by both parties and shall remain in effect for a period of three years or until terminated by 30 days written notice by either party. This agreement may be modified in writing upon approval of both parties.

II. Responsibilities of the Parties

The District agrees to:

1. Provide an appropriate clinical teacher placement that allows the clinical teacher to meet all certification requirements.
2. Provide a highly qualified cooperating teacher with appropriate certification and has demonstrated at least three years of successful teaching.

3. Provide the Program with the number of clinical teachers who may be placed in the District's schools. The District has final approval for all clinical teacher placements.
4. Provide opportunities for clinical teachers to attend campus and district orientations and trainings.
5. Provide access to appropriate district resources including, but not limited to, curriculum documents, emails, online resources, libraries, forms, and professional development opportunities.
6. Allow digital video recording of clinical teachers in the classroom setting to facilitate reflection and feedback between the clinical teacher and the program Teacher Development Coach/Field Supervisor. The video documentation will be shared only among the clinical teacher, the cooperating teacher, and the Teacher Development Coach/Field Supervisor. Digital files will not be stored on a central server. Students will not be recorded without parent/guardian consent.
7. Ensure ongoing collaboration between the campus leaders, cooperating teacher and program Teacher Development Coach/Field Supervisor after observations and other required meetings.
8. Complete all programmatic requirements and documentation.

The Program agrees to:

1. Recommend for placement in the clinical teacher program, only those students who have earned a satisfactory record and have met the requirements established by the Program.
2. Request more specific placement consideration for clinical teachers in certain fields (e.g., music, art, dance, agriculture, family and consumer science) due to the specialized nature of those disciplines.
3. Inform all clinical teachers that they must complete all appropriate paperwork and applications for placement with the Cypress Fairbanks Independent School District and return them to the District in accordance with all deadlines set by the District.
4. Provide the District the right to refuse placement to any clinical teacher based on any information obtained during the application process that does not meet District standards.
5. Provide the District the authority to dismiss, reassign, or take other appropriate action against a clinical teacher if it is deemed to be in the District's best interest.



6. Provide clinical teachers training on their responsibilities regarding participation in the clinical teaching experience, including professional conduct, rules set by the Program, and state and federal laws relating to education with specific attention to Family Educational Rights and Privacy Act and Texas Educator Code of Ethics.
7. Provide the District, the clinical teacher, the cooperating teacher, and the Program supervisor access to curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules, or any other documentation or material necessary to effectively facilitate and support the student teacher during this experience.
8. Inform all clinical teachers that they will be required to submit to a criminal background check as deemed necessary by the District.

The Program and the District jointly agrees to:

1. Establish ongoing, open communication between the Program staff and the District.
2. Comply with all state and federal laws and regulations.

Terms of Agreement, Modification, and Termination:

This agreement shall be effective when executed by both parties and shall remain in effect for a period of three years or until terminated by 30 days written notice by either party. This agreement may be modified in writing upon approval of both parties.

Nondiscrimination:

The program is committed to an inclusive education and work environment that provides equal opportunity and access to all qualified persons. The program, to the extent not in conflict with federal or state law, prohibits discrimination or harassment on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity, or expression.

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

Fees:

The Cypress Fairbanks Independent School District will pay Region 4 Inspire Texas zero dollars (\$0) for services and support of the 2025 - 2028 Clinical Teaching Placement Agreement. There will not be any invoices issued.



Miscellaneous Provisions:

A. Duration

The MOU is set to expire on December 31, 2028. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by mutual consent and in accordance with the terms of this MOU.

B. Termination

Any party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.

C. Notice

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including telefax, facsimile, and telex) so long as the original copy is also sent by U.S. mail, postage prepaid, when received by overnight courier, or after three (3) days when mailed by prepaid certified or registered mail, return receipt requested, addressed as follows:

To: Region 4 Education Service Center
Attention: Julie Hill, JD, Deputy Chief of Talent Development and Organizational Culture
7145 W. Tidwell Road
Houston, TX 77092

To: Cypress Fairbanks ISD
Attention: Laura Nichols, Coordinator
11440 Matzke Rd.
Cypress, TX 77429



AUTHORITY

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement as of the date set forth.

Region 4 Education Service Center:

Rodney Waston, PhD, Executive Director Date

Cypress Fairbanks Independent School District:

Douglas Killian, PhD, Superintendent Date

Memorandum of Understanding
(Teacher Residency Programs)

Recital

The University of Texas at Austin ("University") on behalf of its Teacher Residency ("TR") Programs and Cypress Fairbanks Independent School District ("District") enter into this Memorandum of Understanding ("MOU") to provide teacher residents enrolled in the University's Teacher Residency Programs ("Program") with an educational experience utilizing the personnel, equipment, and facilities of the District. The District is located at 11440 Matzke Rd. **Cypress**, TX 77429. This Memorandum of Understanding ("MOU") begins on May 1, 2026 and extends through May 1, 2029.

Agreement

NOW THEREFORE, the parties agree as follows:

1. **PROGRAM.** A designated representative of the District and a designated representative of the University (the Partnership) will design an educational experience (Program) for University teacher residents utilizing the personnel, equipment, and facilities of the District and the personnel, equipment and resources of the University.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the University and with the standards of the accrediting entity for the school or division of the University in which the teacher residents are enrolled.
 - b. The Program will be reviewed periodically by the designated District representative and designated University representative and, when appropriate, will be revised to meet the University curriculum requirements, and District needs in order to increase or decrease the number of teacher residents in the Program, improve the quality of the Program and the standards of the accrediting entity.
 - c. The educational experience for residents in the Program will be an integral part of the services provided by the District and residents will be under the direct supervision of University personnel or District personnel who are credentialed to perform such services.
 - d. University faculty will complete evaluations of each University resident relating to their performance during the Program. The District's host teachers and the University's field supervisors will also complete evaluations of each resident relating to their performance during the Program. The University evaluations and District evaluations will be exchanged by the University Representative and the District Representative.
2. **COLLABORATIVE GOALS** Working together, the Partnership shall design, implement, and continuously improve a high-quality teacher residency. The Partnership's collaborative goals include the following:
 - a. Commit to developing a high-quality residency program where the District and the University prioritize their shared responsibility to provide programming that includes quality practice-based preparation that includes development of a teacher's content pedagogy and skills, integrated coursework and authentic clinical teaching experience that meets Texas Education Agency's ("TEA's") definition of a teacher residency: teaching under close supervision of a high

quality host teacher 3 days per week and the 4th day of the week to support the needs of the elementary campus.

- b. Create a shared Partnership space to bring the strengths and expertise of both the District and University to the work of developing strong, effective novice teachers.
- c. Recruit and prepare residents in certification areas to meet district hiring needs.
- d. Align program focus and resources with school improvement strategies, including by embedding university strengths and expertise inside P-12 schools.
- e. Include funding for candidate stipends and plan towards long-term strategic resource reallocation to sustainably fund residents in the year-long program.
- f. Focus on structures, processes, curriculum, and pedagogy that will ultimately support the learning needs of K-12 students most in need.

3. SHARED RESPONSIBILITIES

The Parties recognize that strong residencies embrace collaboration, mutual benefit, and recognition of strengths across the Partnership. Accordingly, Parties agree to work together to meet the following shared responsibilities:

- a. Form a governance committee to jointly develop, monitor, and revise the residency program model and structures as needed. The governance committee shall:
 - i. Include key leaders, Teacher Residency program staff, the District representative and other stakeholders such as hosts and residents, from both the District and the University.
 - ii. Meet at least quarterly on shared agenda items, addressing both short term needs and long-term planning to achieve the ultimate goals of the Partnership.
 - iii. Develop shared program processes and responsibilities including processes for selecting residency sites, host teachers, and residents.
- b. Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
 - i. Create a clear document or handbook for residents and host teachers that outlines the residencies' goals, structures, expectations, and other key information.
 - ii. Ensure relevant stakeholders understand key information and are able to clarify any questions they might have about the Partnership and the residency.
- c. Collaborate on curricular integration and on Program and School improvements.
 - i. Explore how the residency can augment, streamline, and deepen the Program curriculum.
 - ii. Examine practices in District schools that could be shifted to strengthen P-12 student learning and supports.
 - iii. Co-design workshops and other learning supports for residents and host teachers.
 - iv. Explore existing District professional learning priorities and school improvement initiatives to identify areas where Program resources and strengths can support District needs and priorities.
- d. Create a long-term strategic plan to grow and sustain the residency program.

- i. Commit to developing a sustainable funding model for year-long residency programs.
 - ii. Align program structures and resources with existing school- and district-level instructional needs.
 - iii. Draw on partner strengths to maximize impact and effectiveness.
 - iv. Prioritize residency development for high-need certification areas while planning for longer-term shift for residency partnership across program areas.
- e. Create a learning plan to inform ongoing program improvement efforts.
 - i. Identify shared input and outcome measures.
 - ii. Execute data sharing agreements as needed.
 - iii. Design a collaborative team to engage the learning plan and interpret findings.

4. ROLES AND RESPONSIBILITIES OF RESIDENCY PROGRAMS

The University agrees to:

- a. Assume responsibility for the management of the Teacher Residency program and personnel:
 - i. Contract with and provide training for faculty and field support to provide instruction, feedback, and coaching to the residents during the residency year.
 - ii. Collaborate with the District to provide training for campus host teachers.
 - iii. Complete all the necessary paperwork for certification application including, but not limited to, application process, collection of required evaluations, certification exam scores, principal recommendations, program evaluations, and program recommendations.
 - iv. Provide training and support for teacher residents throughout the program.
 - v. Maintain accurate records of teacher resident participation and progress.
 - vi. Provide timely and relevant communication to the residents concerning their admission, academic progress, performance, and status.
- b. Develop and deliver curriculum and training in preparation for certification throughout the residency year and provide instruction to candidates in the following areas:
 - i. Orientation to the Teacher Residency program
 - ii. Instruction aligned to standards for Texas educator candidates required from the relevant Texas Administrative Code.
 - iii. Preparation for educator certification exams
 - iv. District curriculum and program initiatives, as appropriate, with support from key District staff
- c. Recruit and select candidates for the Teacher Residency Program by:
 - i. Collaborating with District staff to understand district priorities, needs, and goals.
 - ii. Utilizing University Program marketing strategies.
 - iii. Utilizing a rigorous screening and application process.
 - iv. Admitting qualified teacher resident candidates to the program.
 - v. Sharing with teacher resident candidates any specific requirements regarding District employment, as provided by the district.
- d. Support and Manage Residents
 - i. Develop criteria for the evaluation of the performance of residents participating in the Program

and provide those criteria, with appropriate reporting forms to District personnel and University personnel who are responsible for supervising those teacher residents.

- ii. Assign grades to residents participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- iii. Inform all University teacher residents and personnel participating in the Program that they are required to comply with the rules and regulations of District while on premises of District and to comply with the requirements of federal and state laws and regulations, including FERPA, regarding the confidentiality of information in records maintained by District to the extent there is no conflict with the policies, rules and regulations of the University or the laws of the State of Texas which shall prevail.
- iv. Provide information requested by the District relating to residents participating in the Program unless prohibited by federal or state law.
- v. Remove a resident from the Program when the District determines that the resident has violated the rules and regulations of the District; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the District or threatens the safety of District personnel or other people.
- vi. If requested by District and if University faculty are available, provide University faculty participation on the District's committees and/or task forces.
- vii. Furnish District with the names of the residents assigned by the University to participate in the Program by the semester deadlines determined by the District and University representatives.
- viii. Designate a member of the University faculty to coordinate the educational experience of residents participating in the Program.
- iii. Inform all University teacher residents and personnel participating in the Program that they will be required to submit to a background check as deemed necessary by the District.

5. ROLES AND RESPONSIBILITIES DISTRICT

The District agrees to:

- a. Provide employment and compensation for Residents
 - i. Allocate a paid position appropriate for Program residents
 - ii. Identify and assign a host teacher for each Program resident
 - iii. Provide a stipend for the District host teacher
- b. Support
 - i. Work collaboratively with Program staff to secure placements for field experience during the summer semester at least 10 days prior to the beginning date of field experience to the extent possible - each resident requires 50 hours of field-based experience.
 - ii. Provide support for residents through principal interactions, team/department colleague interactions, and other support mechanisms as well as through frequent conversations with Program staff.
 - iii. Participate, if requested by the University, in any program review activities of the University to improve the Program if deemed appropriate by the District.
 - iv. Encourage its staff to participate in the Program.
 - v. Comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University.
 - vi. Appoint a person to serve for the District as liaison/representative.

c. Share Information

- i. During the residency year, share requested resident performance data with the University Program for program analysis and follow up support and training as approved by the TR Program resident through signed TR agreement
- ii. Have open and frequent conversations between key District personnel and TR staff on District priorities, curriculum initiatives, staffing, etc.
- iii. Provide training and support through key District staff in District specific curriculum initiatives

d. Staffing Needs and Program Costs

- i. The University Program and District personnel will meet annually to determine the target number of teachers needed in each approved certification area. The target will be based on the needs of the district each school year.
- ii. Certification areas covered by this MOU initially include: EC-6th ESL. The University may add additional certification areas after the 2026-2027 school year. Certification areas can be adjusted to reflect changes by the State Board of Educator Certification.
- iii. District will provide a stipend to program residents, paid directly to the resident, during the residency year. The amount of the stipend is yet to be determined pending future budget allocation. No funds will be exchanged between the parties to the MOU.

6. NOTICES. All notices under this MOU shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. ORAL REPRESENTATIONS. No oral representations of any officer, agent, or employee of District, University, or System shall affect or modify any obligations of either party under this MOU.

8. ASSIGNMENT. This MOU may not be assigned by either party without prior written approval of the other party.

9. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

10. TERM AND EFFECTIVE DATE. This MOU shall continue in effect from May 1, 2026 through May 1, 2029 unless earlier terminated under the terms of this MOU. After such initial Term, this MOU may be renewed for another 3 year term in a writing signed by both parties. Either party may terminate this MOU by giving the other party 30 days prior written notice of its intention to terminate. If such notice is given, this MOU shall terminate: (a) at the end of such 30 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

11. APPLICABLE LAW. The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Texas. Venue will be in Travis County, Texas.

12. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Educational Institution as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by the Educational Institution to carry out the Program. Educational Institution agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. The University of Texas at Austin will comply with all FERPA requirements.

13. SEVERABILITY. If any term in this MOU is held to be invalid for any reason, the remaining

provisions of this MOU shall continue in full force and effect.

DocuSigned by:

Linda Shaunessy

Linda Shaunessy

Business Contracts Administrator
University of Texas at Austin

2026-02-06 | 10:35:35 PST

Date

Date

AGREEMENT
FOR SUPERVISED TEACHING AND FIELD TEACHING EXPERIENCES

Portland State University, herein called **UNIVERSITY**, and **Cypress-Fairbanks ISD** herein called **DISTRICT or AGENCY**, each a ‘party’ and together, the ‘parties’; hereby agree that students in Education who are recommended by the **UNIVERSITY** may do supervised teaching in the **DISTRICT or AGENCY** early intervention, early childhood, elementary, middle/junior, high schools or adult programs according to the provision of this agreement.

RECITALS

Whereas, field experience is a required and integral component of the **UNIVERSITY**’s curriculum;

Whereas, the **UNIVERSITY** desires the cooperation of the **DISTRICT or AGENCY** in development and implementation of the field experience phase of its curriculum, (hereafter the ‘Program’); and

Whereas, the **DISTRICT or AGENCY** wishes to participate with the **UNIVERSITY** in development and implementation of the **UNIVERSITY**’s program; and

Whereas, **DISTRICT/AGENCY** is defined as including either **DISTRICT or AGENCY**; and

AGREEMENT

Now, therefore, the parties agree as follows:

1) Quality Placements

- a. Cooperating Professionals of **DISTRICT/AGENCY** shall demonstrate competency per the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP), as requested, prior to student placement.
- b. Cooperating Professionals shall meet the following criteria:
 - i. Are accomplished professionals who are certified appropriately for their assignments and who are prepared for their roles as mentors and supervisors.
 - ii. Have a minimum of three (3) years’ experience immediately prior to supervision;
 - iii. Meet any additional criteria for selection as specified by the **UNIVERSITY**’s policies and procedures.

2) Program Expectations

- a. The Program shall be designed to meet the requirements of OAR 584-017-1038.
- b. Each **DISTRICT/AGENCY** shall ensure proper oversight of Orientation and Mobility (O&M) candidates at each site.
- c. Selection and placement of O&M candidates will be made without regard to sex, color, race, religion, age, national origin, sexual orientation, marital status, disability, or veteran’s status.

3) Payment to the DISTRICT

The **UNIVERSITY** shall pay the **DISTRICT** the sum of \$220 for each full-time (40 hours a week, equivalent of 10 weeks) licensure-related student teaching assignment and \$110 for each half-time (20 hours a week, equivalent of 5 weeks) licensure-related student teaching assignment in the **DISTRICT** during each school year. Payment will be made for supervision of Teacher Candidates enrolled in

supervised student teaching courses appearing on the Teacher Candidate's official registration. This payment is the entire sum to be paid. Payment shall be made to the DISTRICT by the UNIVERSITY at the end of each quarter of student teaching.

4) Enrollment Privileges for DISTRICT Supervising Teachers, School Administrators, and Specialist Personnel

- a. For each Teacher Candidate who receives supervised teaching and field experience, provided under this Agreement the DISTRICT earns a co-pay privilege to register any employee of the DISTRICT at the UNIVERSITY co-pay fee rate. The rate is one-third of the tuition charged for the course. A "co-pay privilege" allows one individual to register for up to 8 quarter credit hours in the term it is used. The total reduced fee credits awarded for practica and student teaching may not exceed 11 in a year, per each UNIVERSITY Teacher Candidate provided services by the DISTRICT.
- b. Supervised full-time student teaching: Co-pay privileges of 5 credit hours may be awarded to the DISTRICT for supervision of the final full-time student teaching per quarter. Student teaching is the culminating, full-time (40 hours per week) supervised teaching experience provided for Teacher Candidates completing a program approved by the Teacher Standards and Practices Commission (TSPC) leading to Preliminary Licensure.
- c. Experiential preparatory practica or part-time student teaching: Co-pay privileges of 3 credit hours may be awarded to the DISTRICT for supervision of Teacher Candidates in experiential preparatory practica or part-time student teaching per academic quarter. These are practica assigned to or required of the Teacher Candidate prior to or concurrent with student teaching and/or other miscellaneous practica offered by the UNIVERSITY for Teacher Candidates completing a program approved by the Oregon Teacher Standards and Practices Commission leading to Preliminary Licensure, or specialty endorsements.

5) Redeeming Reduced Fee Credits

- a. Earned co-pay privileges must be used by any employee of the DISTRICT within five successive academic quarters (including summer session) following the quarter in which the supervision is provided, after which time the co-pay privilege is void. Co-pay privileges must be used in accordance with current rules governing the UNIVERSITY or DISTRICT co-pay programs.
- b. Co-pay privileges (or unused portions thereof) are not cumulative. The staff fee is applicable only up to 8 credit hours in any academic quarter for any DISTRICT employee, including summer session. If the DISTRICT employee using the privilege enrolls for fewer than 8 credits, the unused portions of an enrollment privilege may not be carried to another term or used by another employee.
- c. A co-pay privilege may be used during any academic term (including summer session) at the UNIVERSITY.
- d. The UNIVERSITY determines its own policies regarding acceptance of reduced fee privileges, and may restrict use of enrollment privileges in courses on a "space available" basis or impose other reasonable restrictions consistent with UNIVERSITY needs.
- e. If a DISTRICT employee using a co-pay privilege registers for 8 hours or fewer and desires the in-residence services provided by the Health Service and Incidental Fee, the DISTRICT employee may elect those services by paying the appropriate fee for the number of hours enrolled. If the DISTRICT employee using the co-pay privilege registers for more than 8 credit hours, the first 8 hours may be taken at the co-pay rate. Hours in excess of 8 shall be at the appropriate credit hour rate (graduate or

undergraduate, resident or nonresident) and the UNIVERSITY shall charge all Enrollment Fees applicable to the total number of hours for which the DISTRICT employee is registering.

6) General Provisions

- a. To the extent permitted under law, including, without limitation, the Oregon Constitution Article XI, Section 7, and subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300), UNIVERSITY shall indemnify and hold the DISTRICT/AGENCY, its officers, agents and employees harmless from and against liability and costs arising out of the activities of UNIVERSITY's officers, agents, or employees acting within the scope of their employment and duties in performance of this Agreement; provided, however, that UNIVERSITY shall not be required to indemnify the DISTRICT/AGENCY for any such liability arising out of the wrongful acts of DISTRICT/AGENCY, its officers, employees or agents. To the extent permitted under Texas law, The DISTRICT/AGENCY shall indemnify and hold the UNIVERSITY, and its officers, agents and employees harmless from all claims, suits and actions arising out of the activities of the DISTRICT/AGENCY, its officers, agents and employees acting under this Agreement; provided, however, that DISTRICT/AGENCY shall not be required to indemnify the UNIVERSITY for any such liability arising out of the wrongful acts of UNIVERSITY, its officers, employees, or agents.

UNIVERSITY, as a public university, is insured by the Public Universities Risk Management and Insurance Trust. All UNIVERSITY personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. Portland State University, as a public university, is insured for comprehensive general liability and professional liability with limits of \$1 million per occurrence / \$3 million aggregate. UNIVERSITY will provide coverage for general and professional liability for its officers, employees, and agents, acting within the scope of their employment, and for Teacher Candidates acting within the scope of their field experience, under this Agreement.

UNIVERSITY is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of the Agreement. UNIVERSITY Teacher Candidates are not to be considered agents, officers, or employees of the State of Oregon or Portland State University. Since a Teacher Candidate does not qualify as any of those persons, the UNIVERSITY is prohibited from providing worker's compensation insurance for Teacher Candidates.

DISTRICT shall carry comprehensive general liability with limits of \$1,000,000 per occurrence no annual aggregate and professional liability with limits of \$1,000,000 annual aggregate no occurrence. DISTRICT shall provide School with evidence of such insurance upon request.

- b. The UNIVERSITY and the DISTRICT agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- c. This Agreement becomes effective on the latest date accompanying signatures below and shall remain in effect until terminated in writing according to Paragraph "h" below.
- d. The failure of the UNIVERSITY to enforce any provision of this Agreement shall not constitute a waiver by the UNIVERSITY or that of any other provision.

- e. RESERVED.
- f. Electronic Recording: DISTRICT will permit videotaping or audio or image recording by Teacher Candidates for self-evaluation of teaching effectiveness and for instructional use by the parties only upon obtaining appropriate releases from the parents of participating DISTRICT students prior to making of any such recordings. DISTRICT hereby agrees and consents to Teacher Candidate and UNIVERSITY uploading recordings of classroom footage to a third-party, secure, password-protected platform, for the purposes of enabling UNIVERSITY to review and evaluate Teacher Candidate performance.
- g. The terms of this agreement may be modified, supplemented, or amended by written agreement signed by all parties.
- h. The agreement may be terminated by mutual consent of the parties at any time or by one party upon sixty (60) days' notice to the other party. This termination must be in writing and delivered by certified mail or in person. Such termination notice shall not affect the Teacher Candidates assigned prior to the termination. The UNIVERSITY may invalidate this agreement within thirty (30) days of receipt by the UNIVERSITY's contract officer if the agreement does not comply with the UNIVERSITY's policies.
- i. Both the UNIVERSITY and the DISTRICT reserve the right to remove a Teacher Candidate from the program at any time for any reason deemed sufficient by the removing party. The UNIVERSITY agrees that its Teacher Candidates and staff who participate in student teaching or practicum placements in association with DISTRICT staff and students on DISTRICT premises will conduct themselves in accordance with all DISTRICT policies. UNIVERSITY representatives agree to have all Teacher Candidates placed in the DISTRICT sign a form indicating that the Teacher Candidate understands this requirement.
- j. RESERVED.
- k. While the UNIVERSITY may have specific policies, procedures and standards set out in individual education programs within the College of Education, including a Handbook distributed to all participants in the programs, these policies, procedures, and standards are for informational purposes only and create no obligation for either the DISTRICT or the UNIVERSITY arising from this Agreement.
- l. The purpose of this agreement is to memorialize the understanding between the UNIVERSITY and DISTRICT. It shall not create any beneficial right in any individual.
- m. The DISTRICT shall keep confidential and shall not disclose to any person or entity (a) Teacher Candidate applications; (b) Teacher Candidate health records or reports; and/or (c) any Teacher Candidate records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Teacher Candidate participating in the Field Placement, unless such disclosure is authorized by the Teacher Candidate or is ordered by a court of competent jurisdiction. DISTRICT shall

adopt and enforce policies and procedures necessary to protect the confidentiality of Teacher Candidate records as defined herein.

- n. The UNIVERSITY shall instruct their respective Faculty, Staff and Teacher Candidates participating in the supervised teaching and field experience to maintain confidentiality of DISTRICT student information as required by law, including the Family Education Rights and Privacy Act (“FERPA”), and as required by the policies and procedures of the UNIVERSITY and the DISTRICT. UNIVERSITY and Teacher Candidate are considered a “school official” of the DISTRICT for purposes of FERPA. Personally identifiable information regarding DISTRICT students obtained by UNIVERSITY or Teacher Candidate in the performance of this Agreement may only be used for purposes of performing duties under this Agreement, and for no other purpose. Except in limited circumstances permitted by law, UNIVERSITY and Teacher Candidate shall not disclose to any other party without prior consent of the parent/guardian any information regarding DISTRICT students that UNIVERSITY or Teacher Candidate may learn or obtain in the course and scope of performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure provisions of FERPA.

- o. The UNIVERSITY will ensure that Teacher Candidates submit to a background check as deemed necessary by the District. The Teacher Candidates shall be responsible for the cost of any such background checks.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DISTRICT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement shall not become effective nor binding upon the UNIVERSITY or the DISTRICT until it has been executed below by all parties in the signature spaces provided.

DISTRICT

Cypress-Fairbanks ISD

(Name of District/Organization)

(Street Address of District/Organization)

(City, State, Zip Code)

(Tax Identification Number)

By: _____

Date: _____

(Signature of District Representative)

UNIVERSITY

Portland State University

By: *Garret Morrissey*

Date: January 28, 2026

(Portland State University Contract Officer)

POSTED ON DISTRICT WEBSITE: JANUARY 28, 2026**30 DAY POSTING EXPIRES: FEBRUARY 27, 2026**

Library materials that are newly acquired by donation or being considered for a new purchase by the District shall be posted on the District's website for at least thirty days prior to the material being considered and approved by the Board of Trustees for acquisition or purchase. Each Board member may propose changes to the proposed library materials before the Board takes action on the list. The Board shall either approve or reject the library materials at the first meeting on or after the expiration of the 30 day posting. This procedure does not apply to library materials currently in the District library catalog at the same level that are replacing lost or damaged materials or adding additional copies of a material.

Please direct concerns / questions about any title's alignment with EFB (Local) policy to the Coordinator of Library Services at library@cfisd.net.

Level	Title	Author / Publisher
HIGH	101 Lessons from the Dugout --What Baseball and Softball Can Teach Us about the Game of Life	Rotbart, Harley A
HIGH	A Better World Is Possible --Global Youth Confront the Climate Crisis	Novgorodoff, Danica
HIGH	Agriculture, food, and natural resources.	CTE Handbook
HIGH	Almost sunset	Algarmi, Wahab
HIGH	Among ghosts	Hartman, Rachel
HIGH	Art and design.	CTE Handbook
HIGH	Artificial intelligence	Schlesinger, Emily
HIGH	Aurora. Volume 1	Red
HIGH	Auto and equipment mechanics.	CTE Handbook
HIGH	Beth is dead	Bernet, Katie
HIGH	Better must come	Hall, Desmond
HIGH	Big Jim and the white boy : an American classic reimaged	Walker, David
HIGH	Bitten	Gray, Jordan
HIGH	Black history is your history	Cassidy, Taylor
HIGH	Brielle & Bear. Volume 1	Doku, Salomey
HIGH	Business administration.	CTE Handbook
HIGH	Coldwire	Gong, Chloe
HIGH	Colossal --Volume 1	Rutile
HIGH	Colossal cookies : 100 outrageously oversized treats that change the baking game	Kou, Wendy
HIGH	Coming Home (Adapted for Young Adults)	Griner, Brittney
HIGH	Costumes for time travelers	Capetta, A. R
HIGH	Cruel summer	Eulberg, Elizabeth
HIGH	Cry out loud	O'Connor, Tara
HIGH	Daughter of the underworld	Corr, Katharine
HIGH	Death of a pop star. 1	Karim, Violet Chan
HIGH	Ellen Poe The Forgotten Lore	Peterfreund, Diana
HIGH	Family Force V. Book one	Braly, Matthew
HIGH	Find your frame : a street photography masterclass	Whitehead, Craig
HIGH	Flashes of brilliance : the genius of early photography and how it transformed art, science and history	Burgess, Anika
HIGH	Flirting with Murder	Sellet, Amanda
HIGH	Ghost town	Colossal, Eric
HIGH	Halfway there : a graphic memoir of self-discovery	Mari, Christine
HIGH	Hekate : the witch	Gill, Nikita
HIGH	How to lose a best friend : a novel	Casomar, Jordan K
HIGH	How to say goodbye in Cuban	Miyares, Daniel
HIGH	How to Survive the End of the World : a Graphic Exploration of How to (Maybe) Avoid Extinction	Doughty, Katy
HIGH	I picked up this world's strategy guide. 1	Atchi ai
HIGH	I wish I didn't have to tell you this	Yelchin, Eugene
HIGH	Immortal consequences	Marie, I. V
HIGH	Instant Pot miracle Mediterranean diet cookbook : 100 simple and tasty recipes inspired by one of the world's healthiest diets	Pitre, Urvashi
HIGH	Introduction to anime and manga : from magical girls to pirate kings	Bolte, Mari
HIGH	King of the neuro verse	Goodwin, Idris
HIGH	Latina superheroes. Volume 1, Jalisco & Santa	Phoenix, Kayden
HIGH	Learn Japanese with manga, a self-study language book for beginners. Volume one	Bernabe, Marc

HIGH	Learn Japanese with manga, a self-study language book for beginners. Volume two	Bernabe, Marc
HIGH	Lou with the band	Young, Alexandra Leigh
HIGH	Love stories	Eulberg, Elizabeth
HIGH	Lovely One (Adapted for Young Adults)	Jackson, Ketanji Brown
HIGH	Make me a monster	Bayron, Kalynn
HIGH	Makeup artistry	Schlesinger, Emily
HIGH	Manufacturing.	CTE Handbook
HIGH	Marketing and sales.	CTE Handbook
HIGH	Media and entertainment.	CTE Handbook
HIGH	Neuroscience	Schlesinger, Emily
HIGH	Off menu	Gerlach, Oliver
HIGH	On starlit shores	Glendining, Bex
HIGH	One-pot Mediterranean : 70+ simple recipes for healthy and flavorful weeknight cooking	Ferraro, Samantha
HIGH	P.S. I like you	West, Kasie
HIGH	Public safety, security, and law.	CTE Handbook
HIGH	Queen Kodiak	Greenslate, Christopher
HIGH	Saving : a teen guide to saving for the future	Eason, Sarah
HIGH	Scoop	Brown, Ellen
HIGH	Sports law	Schlesinger, Emily
HIGH	Starstuff : ten science fiction stories to celebrate new possibilities	
HIGH	Steam	Garrity, Shaenon K
HIGH	Stuck up & stupid	Rice, Angourie
HIGH	Tamora Pierce's Song of the lioness. Book 1,Alanna : a graphic novel adaptation	Ayala, Vita
HIGH	The beginner's photography guide	Gatcum, Chris
HIGH	The DASH diet Mediterranean solution : the best eating plan to control your weight and improve your health for life	Heller, Marla
HIGH	The elements of baking : making any recipe gluten-free, dairy-free, egg-free or vegan	Cermelj, Katarina
HIGH	The Escape Game	Meyer, Marissa
HIGH	The failure at god school. 1	Hyuga, Natsu
HIGH	The flip side	Walz, Jason
HIGH	The Forest King's daughter	Blake, Elly
HIGH	The Greenies	Mills, Emma
HIGH	The history of everything	Evans, Victoria
HIGH	The kiss bet. 1	Ochoa, Ingrid
HIGH	The making of anime and manga : from zodiac animal shifters to demon slayers	Bolte, Mari
HIGH	The Raven Boys, the graphic novel. 1	Williams, Stephanie
HIGH	The summer I remembered everything	Con Morse, Catherine
HIGH	Titan of the stars	Johnston, E. K
HIGH	Transportation and logistics.	CTE Handbook
HIGH	Trumpets of death	Bournel-Bosson, Simon
HIGH	Truth, lies, and the questions in between	Elliott, L. M
HIGH	Understanding manga : from fox spirits to fashion icons	Bolte, Mari
HIGH	Undisclosed	De Leon, Aya
HIGH	UnOrdinary. Volume 2	uru-chan
HIGH	UnOrdinary. Volume 3	uru-chan
HIGH	We fell apart	Lockhart, E
HIGH	Who owns the moon? : and other conundrums of exploring and using space	Levinson, Cynthia
HIGH	Winter White A Modern Retelling of Shakespeare's the Winter's Tale	Cardi, Annie
HIGH	Advanced vehicle developers	Heuer, Mike
HIGH	All about social media	Morkes, Andrew
HIGH	Artificial intelligence specialists	Heuer, Mike
HIGH	Auto mechanic	Small, Cathleen
HIGH	Automotives	Morkes, Andrew
HIGH	Be a nurse practitioner	Ventura, Marne

HIGH	Be a physician assistant	Rea, Amy C
HIGH	Be a veterinary technician	Henzel, Cynthia Kennedy
HIGH	Be a web designer	Cornell, Kari A
HIGH	Be an information security analyst	Herman, Miles
HIGH	Being good : a short introduction to ethics	Blackburn, Simon
HIGH	Building, construction, and engineering.	CTE Handbook
HIGH	Careers in information technology	Morkes, Andrew
HIGH	College admission essentials : a step-by-step guide to showing colleges who you are and what matters to you	Sawyer, Ethan
HIGH	Creative careers in animation and comics	Kallen, Stuart A
HIGH	Creative careers in the culinary arts	Kallen, Stuart A
HIGH	Creative careers in the fashion industry	Kallen, Stuart A
HIGH	Detecting misinformation on social media	Morkes, Andrew
HIGH	Education and training.	CTE Handbook
HIGH	Exploring careers in AI	Allen, John
HIGH	Exploring engineering careers	Morkes, Andrew
HIGH	Exploring gaming industry careers	Howard, Sherry
HIGH	Exploring social media careers	Morkes, Andrew
HIGH	Government and military.	CTE Handbook
HIGH	Healthcare.	CTE Handbook
HIGH	Heart check : a varsity novel	Charlotte, Emily
HIGH	Hospitality and tourism.	CTE Handbook
HIGH	Inklings on philosophy and worldview : a new way of learning about our connections to truth & reality	Dominguez, Matthew
HIGH	It's all love : reflections for your heart & soul	Ortega, Jenna
MIDDLE	Are you afraid of the dark? 2, The sinister sisters and other terrifying tales	Brown, Roseanne A
MIDDLE	DANGER FILES : REAL-LIFE DISASTERS	REDDING, ANNA
MIDDLE	DANILO WAS HERE	BURGESS, TAMIKA
MIDDLE	Firebred	Kagawa, Julie
MIDDLE	FOWL PLAY	TUBB, KRISTIN O'DONNELL
MIDDLE	Hikaru in the light! 2	Matsuda, Mai
MIDDLE	Lightningborn	Kagawa, Julie
MIDDLE	Lizard boy. 2, The most perfect summer ever	Hill, Jonathan
MIDDLE	LOST ON DOLL ISLAND	RAMOS-GOMEZ, CASSANDRA
MIDDLE	SECRETS OF THE BROKEN HOUSE	SOUDERS, TARYN
MIDDLE	THE AFTERMYTH	WOLFF, TRACY
MIDDLE	THE ROAD FROM NOWHERE	AVI
MIDDLE	THE WILD JOURNEY OF JUNIPER BERRY	MORRIS, CHAD
MIDDLE	Winging it	Lloyd, Megan Wagner
MIDDLE	Wish I was a baller	Shah, Amar
MIDDLE	X MARKS THE HAUNT	CURRIE, LINDSAY
ELEMENTARY	A bad buzz day	Raul the Third
ELEMENTARY	A crowded farmhouse folktale	Rostoker-Gruber, Karen
ELEMENTARY	A fall day for Bear	Becker, Bonny
ELEMENTARY	A gift of dust : how Saharan plumes feed the planet	Brockenbrough, Martha
ELEMENTARY	A knot is not a tangle	Nayeri, Daniel
ELEMENTARY	A scrub in the tub	Thomas, Jan
ELEMENTARY	A song for two homes	Datcher, Michael
ELEMENTARY	A Stickler valentine	Smith, Lane
ELEMENTARY	Akeem keeps bees! : a close-up look at the honey makers and pollinators of Sankofa Farms	Bell, Kamal E
ELEMENTARY	All about patterns	Rusch, Elizabeth
ELEMENTARY	All the Hulk feels	Santat, Dan
ELEMENTARY	Amina Banana and the formula for friendship	Safadi, Shifa Saltagi
ELEMENTARY	Amina Banana and the formula for making money	Safadi, Shifa Saltagi
ELEMENTARY	Amina Banana and the formula for winning	Safadi, Shifa Saltagi

ELEMENTARY	An Encantadora's guide to monstros and magic	Mendonca, Sarah J
ELEMENTARY	Arabic	Leaf, C
ELEMENTARY	Arthur's Cat	Leynaud, Johan
ELEMENTARY	Asteroids	Lilley, Matt
ELEMENTARY	Bald Eagle, The: America's Mascot	Rustad, Martha E. H.
ELEMENTARY	BALLy the amazing wonderball	Morris, Jordan
ELEMENTARY	Beanie and the Bansheenie	Colfer, Eoin
ELEMENTARY	Beware Of The Dino-Snake	Tan, S
ELEMENTARY	Bianca and the butterfly	Ruzzier, Sergio
ELEMENTARY	Big Enough	Linke, R
ELEMENTARY	Big kids	Going, K. L
ELEMENTARY	Black diamond kings	Smith, Charles R
ELEMENTARY	Blood in the Water	Jackson, T
ELEMENTARY	Brianna Banana, helper of the day	Button, Lana
ELEMENTARY	Brianna Banana, worst surprise ever	Button, Lana
ELEMENTARY	Broken	Fang, X
ELEMENTARY	Building the Titanic	Murray, Julie
ELEMENTARY	Buzz! Boom! Bang! : the book of sounds	Gottwald, Benjamin
ELEMENTARY	Cabin Head and Tree Head	Campbell, Scott
ELEMENTARY	Carla and the tin can cake party	Hall, Carla
ELEMENTARY	Cat and Bird	Empson, Jo
ELEMENTARY	Cat Nap	Lies, B
ELEMENTARY	Chicas Con Agallas!	Gonzales, Debbie
ELEMENTARY	Cincinnati Lee, curse breaker	Heilig, Heidi
ELEMENTARY	Creature clinic	Than, Gavin Aung
ELEMENTARY	Decoy saves opening day	Ohtani, Shohei
ELEMENTARY	Diggers, dozers, and dumpers : small stories about big machines	Konnecke, Ole
ELEMENTARY	Dino Poet	Angleberger, Tom
ELEMENTARY	Don't cause trouble	Chung, Arree
ELEMENTARY	Don't eat Eustace	Cho, Lian
ELEMENTARY	Don't eat me! : the almost true story of belladonna	Finney, Kate
ELEMENTARY	Don't eat the cleaners! : tiny fish with a big job	Stockdale, Susan
ELEMENTARY	Downpour : splish! splash! ker-splash!	Onari, Yuko
ELEMENTARY	Dragonflies of glass : the story of Clara Driscoll and the Tiffany girls	Rubin, Susan Goldman
ELEMENTARY	Duck and Cat ride the riverboat	Panckeri, Drew
ELEMENTARY	E-I-UFO	Von Zonk, Zach
ELEMENTARY	Enter the Wigmaster	Third, Raul The
ELEMENTARY	Este momento es especial : un cuento del Dia de Muertos	Parra, John
ELEMENTARY	Everyday bean	Graegin, Stephanie
ELEMENTARY	Everything Trail	Fleming, M
ELEMENTARY	Expect the unexpected!	Avery, Sean E
ELEMENTARY	Experiment	Stead, R
ELEMENTARY	Explore Ancient China	Wagner, Zelda
ELEMENTARY	Family Tree	Scanlon, L
ELEMENTARY	Field trip to dinosaur valley	Hare, John
ELEMENTARY	Finding the Titanic	Murray, Julie
ELEMENTARY	First ascent : the epic Yosemite rock-climbing rivalry of Royal Robbins and Warren Har	Messner, Kate
ELEMENTARY	Five little friends : a collection of finger rhymes	Taylor, Sean
ELEMENTARY	Fowl Play	Tubb, K
ELEMENTARY	Fox and Goose	Empson, Jo
ELEMENTARY	French	Chang, K
ELEMENTARY	Freya and the snake	Sonck, Fredrik
ELEMENTARY	From bam! To burp! : a carbon atom's never-ending journey through space, time, and YOU	Stewart, Melissa

ELEMENTARY	Gabby Torres Is The Best Winner Ever	Dominguez, A
ELEMENTARY	Game on	Wang, Dora
ELEMENTARY	Gang Way! The Mystery of Magnetism	Collins, Ailynn
ELEMENTARY	German	Leaf, C
ELEMENTARY	Giraffes	Scheffer, Janie
ELEMENTARY	Girls with Guts!	Gonzales, Debbie
ELEMENTARY	Go, sloth, go!	Yuly, Toni
ELEMENTARY	Gold rush : the untold story of the First Nations women who started the Klondike gold r	Delargy, Flora
ELEMENTARY	Gray Squirrels	Scheffer, Janie
ELEMENTARY	Hansel and Gretel	King, Stephen
ELEMENTARY	Hide & seek with Clyde & Monique : Clyde in plain sight	Annable, Graham
ELEMENTARY	Hilwa's gifts	Suleiman, Safa
ELEMENTARY	His fairytale life : a book about Hans Christian Andersen	Yolen, Jane
ELEMENTARY	Hold the Phone! The Mystery of Sound	Collins, Ailynn
ELEMENTARY	How Bridges Stand Strong	Mattern, Joanne
ELEMENTARY	How Dams Hold Back Water	Ventura, Marne
ELEMENTARY	How Skyscrapers Stand Tall	Wilson, Libby
ELEMENTARY	How sweet the sound	Alexander, Kwame
ELEMENTARY	How to grow a family tree	Birdsong, Bea
ELEMENTARY	How to have a thought : a walk with Charles Darwin	Day, Nicholas
ELEMENTARY	How to talk to your succulent	Persico, Zoe
ELEMENTARY	I am not okay	Degradand, David
ELEMENTARY	I am we : how crows come together to survive	Booth, Leslie Barnard
ELEMENTARY	I dance	Ranola, Diana
ELEMENTARY	I Hear The Snow, I Smell The Sea	Milusich, J
ELEMENTARY	I'm longer than you! : an epic contest of measurement	Fisher, Carolyn
ELEMENTARY	If we were dogs	Blackall, Sophie
ELEMENTARY	In the desert	Elliott, David
ELEMENTARY	In the world of whales	Cusolito, Michelle
ELEMENTARY	Into the bewilderment	Gordon, Gus
ELEMENTARY	It's My Bird-Day!	Willems, Mo
ELEMENTARY	It's Spring!	Kurilla, Renee
ELEMENTARY	Italian	Leaf, C
ELEMENTARY	Jack and the beanstalk	Rosen, Michael
ELEMENTARY	Jaguars	Arnold, Quinn M.
ELEMENTARY	Japanese	Chang, K
ELEMENTARY	Jeepers! The Mystery of Simple Machines	Collins, Ailynn
ELEMENTARY	Jinkies! The Mystery of States of Matter	Collins, Ailynn
ELEMENTARY	Just in case : saving seeds in the Svalbard Global Seed Vault	Clendenan, Megan
ELEMENTARY	Kindred dragons	Mensinga, Sarah
ELEMENTARY	Koalas	Scheffer, Janie
ELEMENTARY	La Zorra el Ganso / Fox and Goose	Empson, Jo
ELEMENTARY	Landforms	Hicks, Kelli
ELEMENTARY	Las águilas (Eagles)	Riggs, Kate
ELEMENTARY	Las focas (Seals)	Arnold, Quinn M.
ELEMENTARY	Las rayas (Stingrays)	Arnold, Quinn M.
ELEMENTARY	Las tortugas marinas (Sea Turtles)	Arnold, Quinn M.
ELEMENTARY	Leave Me Alone! A Good Inside Story About Deeply Feeling Kids	Kennedy, Becky
ELEMENTARY	Left-Handed --Getting a Grip on Handedness	Birmingham, Maria
ELEMENTARY	Let's fly : Barrington Irving's record-breaking flight around the world	Irving, Barrington
ELEMENTARY	Let's get together	Colbert, Brandy
ELEMENTARY	Liberty Bell, The: Let Freedom Ring	Rustad, Martha E. H.
ELEMENTARY	Liftoff! : how the Apollo moon missions made Alma Thomas's art soar	Crews, Nina

ELEMENTARY	Light	Lundgren, Julie K.
ELEMENTARY	Like Wow! The Mystery of Light	Collins, Ailynn
ELEMENTARY	Little Green Swing	Maier, B
ELEMENTARY	Little Owl's Fog	Srinivasan, D
ELEMENTARY	Living bridges : the hidden world of India's woven trees	Acharya, Sandhya
ELEMENTARY	Look up	Lopez, Azul
ELEMENTARY	Los bisontes (Bison)	Arnold, Quinn M.
ELEMENTARY	Los caballos (Horses)	Arnold, Quinn M.
ELEMENTARY	Making art	Ejaita, Diana
ELEMENTARY	Making light bloom : Clara Driscoll and the Tiffany lamps	Nickel, Sandra
ELEMENTARY	Making Titanic the Movie	Murray, Julie
ELEMENTARY	Mama car	Catchpole, Lucy
ELEMENTARY	Mandarin	Chang, K
ELEMENTARY	Mariam's dream : the story of Mariam Al-Shaar and her food truck of hope	Boukarim, Leila
ELEMENTARY	Mario Encyclopedia, The	Ringstad, Arnold
ELEMENTARY	Mayhem at the museum	Bruckner, Hannah
ELEMENTARY	Meet February	Martin, A
ELEMENTARY	Meet January	Martin, A
ELEMENTARY	Meet March	Martin, A
ELEMENTARY	Meet the mini-mammals : a night at the natural history museum	Stewart, Melissa
ELEMENTARY	Meet the Smushkins	Rueda, Claudia
ELEMENTARY	Melowy. 6, The dream realm	Powell, Cortney Faye
ELEMENTARY	Menudo Sunday : a Spanglish counting book	Aguila, Maria Dolores
ELEMENTARY	Mighty : the story of an oak tree ecosystem	Cole, Henry
ELEMENTARY	Minecraft Encyclopedia, The	Madsen, Riley
ELEMENTARY	Miss Sherman Is Determined!	Gutman, D
ELEMENTARY	Monster maker : the strange creatures of Mark Nagata	Florence, Debbi Michiko
ELEMENTARY	More than enough : inspired by Maimonides's golden ladder of giving	Michelson, Richard
ELEMENTARY	Next to me	Salmieri, Daniel
ELEMENTARY	Night : a children's fable	Jumbe, Katherine L
ELEMENTARY	Night chef	Song, Mika
ELEMENTARY	Nine Moons Of Han Yu And Luli	Glaser, K
ELEMENTARY	No more gnomes	Mills, Beth
ELEMENTARY	North for the winter	Podesta, Bobby
ELEMENTARY	Not a dog	Martinez, Claudia Guadalupe
ELEMENTARY	Octavio and his glasses	Gonzalez Rossell, Marc
ELEMENTARY	Octopuses	Riggs, Kate
ELEMENTARY	On our way! : what a day!	Brown-Wood, JaNay
ELEMENTARY	Outside	Holm, J
ELEMENTARY	Over and under the coral reef	Messner, Kate
ELEMENTARY	Owlets and tarts	Rylant, Cynthia
ELEMENTARY	Papilio	Clanton, Ben
ELEMENTARY	Persian mythology : epic stories of gods, heroes, and monsters	Tahmaseb, Ryan Bani
ELEMENTARY	Picture Purrfect	Burgos, H
ELEMENTARY	Pigs	Arnold, Quinn M.
ELEMENTARY	Polar Bears	Bowman, Chris
ELEMENTARY	Poo pile on the prairie	Hevron, Amy
ELEMENTARY	Popo the xolo	Lopez, Paloma Angelina
ELEMENTARY	Real-life disasters	Redding, Anna Crowley
ELEMENTARY	Red-tailed Hawks	Bowman, Chris
ELEMENTARY	Refugee: The Graphic Novel	Gratz, A
ELEMENTARY	Ring for a King A Tale of King Solomon	Seif Simpson, Martha
ELEMENTARY	Rock Hyraxes	Bowman, Chris

ELEMENTARY	Ruh-roh! The Mystery of Chemical Reactions!	Collins, Ailynn
ELEMENTARY	Safe Crossing	Percival, Kari
ELEMENTARY	Sea Turtles	Arnold, Quinn M.
ELEMENTARY	Seals	Arnold, Quinn M.
ELEMENTARY	Secrets Of The Purple Pearl	McKinnon, K
ELEMENTARY	Sheep	Arnold, Quinn M.
ELEMENTARY	Short dog, long dog : a book of opposites	Hrachovec, Anna
ELEMENTARY	Skating wild on an inland sea	Pendziwol, Jean
ELEMENTARY	Sleep tight, disgusting blob	Aaron, Huw
ELEMENTARY	Sound	Lundgren, Julie K.
ELEMENTARY	Soy Sauce!	Lee, L
ELEMENTARY	Space Rovers	Dittmer, Lori
ELEMENTARY	Space Telescopes	Dittmer, Lori
ELEMENTARY	Space Vehicles	Dittmer, Lori
ELEMENTARY	Spanish	Leaf, C
ELEMENTARY	Squid in pants	Windness, Kaz
ELEMENTARY	Star-Spangled Banner, The: America's National Anthem	Rustad, Martha E. H.
ELEMENTARY	Stars And Planets	Holland, Simon
ELEMENTARY	Statue of Liberty, The: A Symbol of Friendship	Rustad, Martha E. H.
ELEMENTARY	Stingrays	Arnold, Quinn M.
ELEMENTARY	Stitch : reimagining Frankenstein	Kenny, Padraig
ELEMENTARY	Stop that mop!	Fenske, Jonathan
ELEMENTARY	StormClan's Folly	Hunter, E
ELEMENTARY	Sun bird : the amazing journey of the arctic tern	Moore, Lindsay
ELEMENTARY	Swahili	Chang, K
ELEMENTARY	Tales passing strange	Nayeri, Daniel
ELEMENTARY	Tate Tuber, space spud	Slack, Michael
ELEMENTARY	The bear out there	Hannigan, Jess
ELEMENTARY	The Biker Girls	Malik, Shehzil
ELEMENTARY	The blue jays that grew a forest	Street, Lynn
ELEMENTARY	The buzzer beater	Walker, Lane
ELEMENTARY	The cafe at the edge of the woods	Please, Mikey
ELEMENTARY	The cave downwind of the cafe	Please, Mikey
ELEMENTARY	The dirt! : wild life under the soil's surface	Leigh, Lindsey
ELEMENTARY	The fire-breathing duckling	Cammuso, Frank
ELEMENTARY	The five sides of Marjorie Rice : how to discover a shape	Alznauer, Amy
ELEMENTARY	The game changer	Walker, Lane
ELEMENTARY	The glasshouse	Druvert, Helene
ELEMENTARY	The golden puck	Walker, Lane
ELEMENTARY	The greedy wolf	Knapman, Timothy
ELEMENTARY	The high cheese	Walker, Lane
ELEMENTARY	The house on the canal	Harding, Thomas
ELEMENTARY	The island of forgotten gods	Pineiro, Victor
ELEMENTARY	The last green	Walker, Lane
ELEMENTARY	The letter setters in bop!	Long, Ethan
ELEMENTARY	The magician next door	Chivers Khoo, Rachel
ELEMENTARY	The moon rabbit : a celebration of the mid-autumn festival	Wong Nava, Eva
ELEMENTARY	The most magnificent team	Spires, Ashley
ELEMENTARY	The Museum of Shapes	Volker, Sven
ELEMENTARY	The paper bridge	Veyrenc, Joelle
ELEMENTARY	The runaway pancake	Fisscher, Tiny
ELEMENTARY	The search for our cosmic neighbors	Savage, Chloe
ELEMENTARY	The secret world of spiderwebs	Niumim, Namasri

ELEMENTARY	The shelter puppy	Webb, Holly
ELEMENTARY	The shindig is coming!	Harper, Charise Mericle
ELEMENTARY	The storm blitz	Walker, Lane
ELEMENTARY	The switch	Byrd, Jesse
ELEMENTARY	The three-year tumble	Auh, Dayeon
ELEMENTARY	The tontine caper	Salerni, Dianne K
ELEMENTARY	The trickster shadow	Pawis-Steckley, Joshua Mangeshig
ELEMENTARY	The tunneler tunnels in the tunnel	Rex, Michael
ELEMENTARY	The vanishing of Lake Peigneur : a graphic novel based on a true story	Wolf, Allan
ELEMENTARY	The village beyond the mist	Kashiwaba, Sachiko
ELEMENTARY	The walrus and the caribou	Harper, Maika
ELEMENTARY	The world entire : a true story of an extraordinary World War II rescue	Brown, Elizabeth
ELEMENTARY	This is not a sleepy bear book	Gehrlein, Brian
ELEMENTARY	This is orange : a field trip through color	Poliquin, Rachel
ELEMENTARY	This moment is special : a Dia de Muertos story	Parra, John
ELEMENTARY	Through the telescope : Mae Jemison dreams of space	Smith, Charles R
ELEMENTARY	Tios and primos	Alcantara, Jacqueline
ELEMENTARY	Titanic Sinking & Rescue, The	Murray, Julie
ELEMENTARY	Title fight	Layton, T. Z
ELEMENTARY	To activate space portal, lift here	Portis, Antoinette
ELEMENTARY	Tomatoes on trial : the fruit v. vegetable showdowns	Metcalf, Lindsay H
ELEMENTARY	Top Ten Biggest Wonders In The World	Allan, J
ELEMENTARY	Top Ten Fastest Wonders In The World	Allan, J
ELEMENTARY	Top Ten Longest Wonders In The World	Allan, J
ELEMENTARY	Top Ten Slowest Wonders In The World	Allan, J
ELEMENTARY	Tournament of Champions	Layton, T. Z
ELEMENTARY	Tulip's mess	Wilder, Anden
ELEMENTARY	Unsettling Salad!	Reynolds, Aaron
ELEMENTARY	US Flag, The: The Stars and Stripes	Rustad, Martha E. H.
ELEMENTARY	Valentines Are The Worst!	Willan, A
ELEMENTARY	Vanya and the wild hunt	Mandanna, Sangu
ELEMENTARY	Very Bad at Math	Larson, Hope
ELEMENTARY	Wanda oye las estrellas : una astronoma ciega escucha al universo	Hansen, Amy
ELEMENTARY	Watching and waiting : what hatches from nature's nurseries	Levine, Sara
ELEMENTARY	We are American, too	Chase, Kristen M
ELEMENTARY	We are the wibbly! : a tadpole's tail	Tagholm, Sarah
ELEMENTARY	We carry the sun	Keller, Tae
ELEMENTARY	Whales in the city	Castaldo, Nancy F
ELEMENTARY	What fish are saying : strange sounds in the ocean	Pendreigh, Kirsten
ELEMENTARY	When Alexander Graced The Table	Smalls, A
ELEMENTARY	When science stood still : how S. Chandrasekhar predicted the existence of black holes	Rao, Shruthi
ELEMENTARY	When You Dream Big!	Reynolds, Peter H
ELEMENTARY	Who ate Steve?	Lloyd, Susannah
ELEMENTARY	Who's got the best medicine?	Donnelly, Rebecca
ELEMENTARY	Why Arches and Triangles Are Strong	Ventura, Marne
ELEMENTARY	Why the turtle walks so slowly	Denis, Sandra Martin
ELEMENTARY	Woody's words : Woodrow Wilson Rawls and Where the red fern grows	Rogers, Lisa Jean
ELEMENTARY	World of mushrooms	Payen, Pauline
ELEMENTARY	Xolo : how one good dog saved humankind	Higuera, Donna Barba
ELEMENTARY	Yikes! The Mystery of Energy	Collins, Ailynn
ELEMENTARY	Zoinks! The Mystery of Forces and Motion	Collins, Ailynn

CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

To: Darin Crawford
Assistant Superintendent for Support Services

From: Suzy Hunter
Nutrition Services Director

Date: February 4, 2026

Re: Commodity Processed Food for Nutrition Services
Contract #26-07-3605

The following bids were received and opened at 1:00 p.m., Friday, January 9, 2026, as advertised and specified in documents concerning **Contract #26-07-3605 Commodity Processed Food for Nutrition Services**. The bids received are located on pages 2-4.

- ^a Overall best value to the District based on user department evaluation.
- ^b Does not offer best value to the District based on user department evaluation.
- ^c Does not meet District bid conditions.
- ^d Does not meet District specifications.
- ^e No award.

Recommendation: Alpha Foods Co.
Don Lee Farms
Out Of The Shell, LLC
Pilgrim's Pride Corporation
Taylor Farms Tennessee, Inc.
Tyson Prepared Foods, Inc.

Estimated Expenditure: \$4,443,235.00

Contract Term: July 1, 2026 - June 30, 2027

Renewal: 2 Years

pm

Line 1 26051 - Apples, Fresh, Sliced, Individually Packaged, 2oz - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Taylor Farms Tennessee, Inc.	Taylor Farms/126181	30000	CS	\$18.42	\$0.1800 ^a
Peterson Farms Fresh LLC	Peterson Farms Treats/203102	30000	CS	\$18.72	\$0.1872
Gold Star Foods, INC	Taylor Farms/12618	30000	CS	\$20.84	\$0.2084

Line 2 26050 - Apples, Fresh, Sliced, Individually Packaged, 2oz - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Taylor Farms Tennessee, Inc.	Taylor Farms/100471	2000	CS	\$22.50	\$0.2200 ^a
Peterson Farms Fresh LLC	Peterson Farms Treats/203102	2000	CS	\$22.55	\$0.2255
Gold Star Foods, INC	Taylor Farms/126181	2000	CS	\$24.67	\$0.2467

Line 3 10200 - Beef, Steak Burger - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
JTM Provisions Company, Inc.	JTM/CP5670	4500	CS	\$49.20	\$0.2523 ^b
Tyson Prepared Foods, Inc.	Advance Pierre/10000015320	4500	CS	\$65.00	\$0.2600 ^c
Tyson Prepared Foods, Inc.	Advance Pierre/10000037600	4500	CS	\$37.62	\$0.2687 ^c
Don Lee Farms	Don Lee Farms/CNQ152253	4500	CS	\$66.83	\$0.2784 ^a
Tyson Prepared Foods, Inc.	Advance Pierre/10000069050	4500	CS	\$49.30	\$0.2900
Don Lee Farms	Don Lee Farms/CNQ092253	4500	CS	\$69.00	\$0.3136
Gold Star Foods, INC	Advance Pierre/10000015320	4500	CS	\$82.10	\$0.3284
Let's Do Lunch, Inc.	Hot Off The Grill/C524000B	4500	CS	\$41.90	\$0.4660

Line 4 10250 - Beef, Steak Burger - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Don Lee Farms	Don Lee Farms/CN152253	100	CS	\$170.78	\$0.7116 ^a
Don Lee Farms	Don Lee Farms/CN092253	100	CS	\$164.60	\$0.7481
Gold Star Foods, INC	Advance Pierre/10000015320	100	CS	\$263.48	\$1.0539
JTM Provisions Company, Inc.	JTM/5670CE	100	CS	\$206.54	\$1.0592
Let's Do Lunch, Inc.	Hot Off The Grill/N52400B	100	CS	\$120.00	\$1.3300

Line 5 10301 - Beef, Steak Fingers - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Tyson Prepared Foods, Inc.	Advance Pierre/10000096694	2500	CS	\$62.35	\$0.4688 ^a
Gold Star Foods, INC	Advance Pierre/10000096694	2500	CS	\$74.15	\$0.5575
Don Lee Farms	Don Lee Farms/CNQ63103	2500	CS	\$74.47	\$0.5558

Line 6 10300 - Beef, Steak Fingers - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Don Lee Farms	Don Lee Farms/CN63103	100	CS	\$135.68	\$1.0125 ^c
Tyson Prepared Foods, Inc.	Advance Pierre/1000009661	100	CS	\$144.21	\$1.0843 ^a
Gold Star Foods, INC	Advance Pierre/10000096694	100	CS	\$176.50	\$1.3271

Line 7 12073 - Chicken, Breaded Fillet - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Tyson Prepared Foods, Inc.	Tyson/10703020928	4500	CS	\$49.54	\$0.4128 ^b
Pilgrim's Pride Corporation	Pilgrim's-Gold Kist/7516	4500	CS	\$51.06	\$0.4255 ^a
Gold Creek Foods	Gold Creek/792421	4500	CS	\$57.76	\$0.4510
Gold Creek Foods	Gold Creek/792422	4500	CS	\$70.56	\$0.5510
Foster Poultry Farms, LLC	Foster Farms/90015	4500	CS	\$72.21	\$0.6020
Tyson Prepared Foods, Inc.	Tyson/10703000928	4500	CS	\$79.34	\$0.6612
Rich Chicks, LLC	Rich Chicks/13440	4500	CS	\$53.20	\$0.6800
Proview Foods, LLC	Proview Foods/60815	4500	CS	\$68.61	\$0.8580

Line 8 12072 - Chicken, Breaded Fillet - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Pilgrim's Pride Corporation	Pilgrim's-Gold Kist/7516	100	CS	\$96.90	\$0.8075 ^a
Gold Creek Foods	Gold Creek/792421	100	CS	\$107.50	\$0.8400
Tyson Prepared Foods, Inc.	Tyson/10703020928	100	CS	\$102.86	\$0.8572
Foster Poultry Farms, LLC	Foster Farms/90015	100	CS	\$111.00	\$0.9250
Gold Creek Foods	Gold Creek/792422	100	CS	\$120.30	\$0.9400
Tyson Prepared Foods, Inc.	Tyson/10703000928	100	CS	\$127.93	\$1.0661
Rich Chicks, LLC	Rich Chicks/13440	100	CS	\$85.39	\$1.0900
Proview Foods, LLC	Proview Foods/60815	100	CS	\$94.97	\$1.1880

Line 9 Chicken, Chunks - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Tyson Prepared Foods, Inc.	Tyson /10000070876	7000	CS	\$38.74	\$0.3175 ^d
Tyson Prepared Foods, Inc.	Tyson/10214220928	7000	CS	\$12.82	\$0.3771 ^b
Tyson Prepared Foods, Inc.	Tyson/10703620928	7000	CS	\$42.91	\$0.3866 ^b
Gold Star Foods, INC	Tyson/10703620928	7000	CS	\$49.50	\$0.4057 ^b
<u>Pilgrim's Pride Corporation</u>	<u>Pilgrim's-Gold Kist/7518</u>	<u>7000</u>	<u>CS</u>	<u>\$42.66</u>	<u>\$0.4224</u> ^a
Gold Creek Foods	Gold Creek/792401	7000	CS	\$56.16	\$0.4390
Foster Poultry Farms, LLC	Foster Farms/96079	7000	CS	\$67.91	\$0.5660
Rich Chicks, LLC	Rich Chicks/94403	7000	CS	\$50.40	\$0.6500
Rich Chicks, LLC	Rich Chicks/23415	7000	CS	\$53.20	\$0.6800

Line 10 Chicken, Chunks - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Tyson Prepared Foods, Inc.	Tyson/10000070876	100	CS	\$85.40	\$0.7000 ^d
Gold Creek Foods	Gold Creek/792401	100	CS	\$105.90	\$0.8270 ^b
Gold Star Foods, INC	Tyson/10703620928	100	CS	\$101.72	\$0.8338 ^b
Tyson Prepared Foods, Inc.	Tyson/10703620928	100	CS	\$95.13	\$0.8570 ^b
Tyson Prepared Foods, Inc.	Tyson/10214220928	100	CS	\$29.24	\$0.8600 ^b
<u>Pilgrim's Pride Corporation</u>	<u>Pilgrim's-Gold Kist/7518</u>	<u>100</u>	<u>CS</u>	<u>\$88.50</u>	<u>\$0.8762</u> ^a
Foster Poultry Farms, LLC	Foster Farms/96079	100	CS	\$106.70	\$0.8890
Rich Chicks, LLC	Rich Chicks/23415	100	CS	\$85.39	\$1.0900
Rich Chicks, LLC	Rich Chicks/94403	100	CS	\$100.33	\$1.2900

^e **Line 11 Chicken, Chunks, Spicy - COMMODITY PROCESSED**

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Tyson Prepared Foods, Inc.	Tyson/10703720928	1800	CS	\$47.93	\$0.4168
Gold Creek Foods	Gold Creek/792402	1800	CS	\$59.36	\$0.4640
Tyson Prepared Foods, Inc.	Tyson/10061470928	1800	CS	\$56.53	\$0.6424
Gold Star Foods, INC	Tyson/10703100928	1800	CS	\$91.42	\$0.7618

^e **Line 12 12033 - Chicken, Chunks, Spicy - COMMERCIAL EQUIVALENT**

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Gold Creek Foods	Gold Creek/792402	100	CS	\$109.10	\$0.8520
Tyson Prepared Foods, Inc.	Tyson/10703720928	100	CS	\$100.05	\$0.8700
Tyson Prepared Foods, Inc.	Tyson/10061470928	100	CS	\$92.11	\$1.0467
Gold Star Foods, INC	Tyson/10703100928	100	CS	\$140.01	\$1.1668

Line 13 12022 - Chicken, Drumstick and Thighs, Breaded - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Gold Creek Foods	Gold Creek/791880	3000	CS	\$64.32	\$0.5740 ^c
<u>Pilgrim's Pride Corporation</u>	<u>Pilgrim's-Gold Kist/7803</u>	<u>3000</u>	<u>CS</u>	<u>\$50.94</u>	<u>\$0.6064</u> ^a
Tyson Prepared Foods, Inc.	Tyson/16660100928	3000	CS	\$56.01	\$0.6088
Gold Star Foods, INC	Tyson/16660100928	3000	CS	\$62.33	\$0.6775
Tyson Prepared Foods, Inc.	Tyson/10000044195	3000	CS	\$56.86	\$0.7290
Gold Creek Foods	Gold Creek/791885	3000	CS	\$65.28	\$0.7590

Line 14 Chicken, Drumstick and Thighs, Breaded - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
Tyson Prepared Foods, Inc.	Tyson/16660100928	3000	CS	\$91.34	\$0.9928 ^b
<u>Pilgrim's Pride Corporation</u>	<u>Pilgrim's-Gold Kist/7803</u>	<u>3000</u>	<u>CS</u>	<u>\$84.90</u>	<u>\$1.0110</u> ^a
Gold Star Foods, INC	Tyson/16660100928	3000	CS	\$97.66	\$1.0615
Gold Creek Foods	Gold Creek/791880	3000	CS	\$125.09	\$1.1170
Tyson Prepared Foods, Inc.	Tyson/10000044195	3000	CS	\$93.39	\$1.1973
Gold Creek Foods	Gold Creek/791885	3000	CS	\$126.05	\$1.4660

Line 15 12353 - Chicken, Stir Fry Kit with Sauce - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PRICE PER SERVING</u>
International Food Solutions, INC.	Asian Food Solutions/72001	2800	CS	\$123.27	\$0.7004 ^b
International Food Solutions, INC.	Asian Food Solutions/72003	2817	CS	\$123.27	\$0.7004 ^b
<u>Out Of The Shell, LLC</u>	<u>Yangs/8-52724-15555-5</u>	<u>2800</u>	<u>CS</u>	<u>\$135.33</u>	<u>\$0.7048</u> ^a
International Food Solutions, INC.	Asian Food Solutions/72013	2817	CS	\$130.27	\$0.7402 ^b
International Food Solutions, INC.	Asian Food Solutions/72005	2817	CS	\$130.27	\$0.7402 ^b
Schwan's Sales CO INC	Minh/62051	2800	CS	\$128.30	\$0.7592 ^d

Line 15 12353 - Chicken, Stir Fry Kit with Sauce - COMMODITY PROCESSED (continued)

Chefs Corner Foods	Chefs Corner Foods/0111	2800	CS	\$129.00	\$0.7543 ^b
Chefs Corner Foods	Chefs Corner Foods/0112	2800	CS	\$129.00	\$0.7543 ^b
Chefs Corner Foods	Chefs Corner Foods/0133	2800	CS	\$129.00	\$0.7543 ^b
Chefs Corner Foods	Chefs Corner Foods/0127	2800	CS	\$130.00	\$0.7602 ^b
Chefs Corner Foods	Chefs Corner Foods/0132	2800	CS	\$130.00	\$0.7602 ^b
Chefs Corner Foods	Chefs Corner Foods/0113	2800	CS	\$130.00	\$0.7602 ^b
Chefs Corner Foods	Chefs Corner Foods/0137	2800	CS	\$132.00	\$0.7719 ^b
Out Of The Shell, LLC	Yangs/8-52724-15553-1	2800	CS	\$148.71	\$0.7745 ^b
Out Of The Shell, LLC	Yangs/8-52724-15551-7	2800	CS	\$148.71	\$0.7745 ^b
Out Of The Shell, LLC	Yangs /8-52724-15563-0	2800	CS	\$148.71	\$0.7745^a
Out Of The Shell, LLC	Yangs/8-52724-15550-0	2800	CS	\$148.71	\$0.7745
Chefs Corner Foods	Chefs Corner Foods/0131	2800	CS	\$134.00	\$0.7836
Gold Star Foods, INC	Minh/62051	2800	CS	\$139.08	\$0.8230

Line 16 12352 - Chicken, Stir Fry Kit with Sauce - COMMERCIAL EQUIVALENT

SUPPLIER	BRAND AND PRODUCT CODE	QTY	UOM	UNIT PRICE	PRICE PER SERVING
International Food Solutions, INC.	Asian Food Solutions/72001	100	CS	\$149.85	\$0.8514 ^b
International Food Solutions, INC.	Asian Food Solutions/72003	100	CS	\$149.85	\$0.8514 ^b
Out Of The Shell, LLC	Yangs/8-52724-15555-5	100	CS	\$164.31	\$0.8558^a
International Food Solutions, INC.	Asian Food Solutions/72013	100	CS	\$156.85	\$0.8912 ^b
International Food Solutions, INC.	Asian Food Solutions/72005	100	CS	\$156.85	\$0.8912 ^b
Schwan's Sales CO INC	Minh/62051	100	CS	\$155.48	\$0.9200 ^d
Chefs Corner Foods	Chefs Corner Foods/0111	100	CS	\$157.98	\$0.9238 ^b
Out Of The Shell, LLC	Yangs/8-52724-15563-0	100	CS	\$177.69	\$0.9255^a
Out Of The Shell, LLC	Yangs/8-52724-15550-0	100	CS	\$177.69	\$0.9255
Out Of The Shell, LLC	Yangs/8-52724-15551-7	100	CS	\$177.69	\$0.9255
Out Of The Shell, LLC	Yangs/8-52724-15553-1	100	CS	\$177.69	\$0.9255
Gold Star Foods, INC	Minh/62051	100	CS	\$166.26	\$0.9838

Line 17 14205 - Pizza, Cheese, Whole Grain, 16" Round - COMMODITY PROCESSED

SUPPLIER	BRAND AND PRODUCT CODE	QTY	UOM	UNIT PRICE	PRICE PER SERVING
Schwan's Sales CO INC	Big Daddy's/68591	40000	CS	\$38.83	\$0.5394 ^d
Alpha Foods Co.	Alpha Simply Delicious/SD162WS	40000	CS	\$39.20	\$0.5444^a
Gold Star Foods, INC	Big Daddy's/68591	40000	CS	\$42.65	\$0.5924
S.A. Piazza & Associates, INC.	Stephano's/14011	40000	CS	\$46.82	\$0.6500
S.A. Piazza & Associates, INC.	Wild Mike's/15011	40000	CS	\$56.95	\$0.7100
S.A. Piazza & Associates, INC.	Wild Mike's/20311	40000	CS	\$56.21	\$0.7800

Line 18 14204 - Pizza, Cheese, Whole Grain, 16" Round - COMMERCIAL EQUIVALENT

SUPPLIER	BRAND AND PRODUCT CODE	QTY	UOM	UNIT PRICE	PRICE PER SERVING
Schwan's Sales CO INC	Big Daddy's/68591	100	CS	\$55.27	\$0.7677 ^d
Alpha Foods Co.	Alpha Simply Delicious/SD162WS	100	CS	\$55.64	\$0.7728^a
Gold Star Foods, INC	Big Daddy's/68591	100	CS	\$59.09	\$0.8207
S.A. Piazza & Associates, INC.	Stephano's/14011	100	CS	\$63.26	\$0.8800
S.A. Piazza & Associates, INC.	Wild Mike's/15011	100	CS	\$75.53	\$0.9400
S.A. Piazza & Associates, INC.	Wild Mike's/20311	100	CS	\$72.92	\$1.0100



Cypress-Fairbanks Independent School District
Nutrition Services Department

11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: Yasira Sonnier, Assistant Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 2/4/2026
RE: Commodity Processed Food for Nutrition Services 26-07-3605

The purpose of this memo is to explain the evaluation scoring for the Commodity Processed Food for Nutrition Services 26-07-3605 bid. The vendor awarded has the highest scores per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria include purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

If you have any questions, please contact the Nutrition Services Department.

Sincerely,

Suzy Hunter
Suzy Hunter

Nutrition Services Director

CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

To: **Darin Crawford**
Assistant Superintendent for Support Services

From: **Tom Draper**
Buyer

Date: **February 3, 2026**

Re: **Generator Repair & Service**
Annual Contract # 26-04-6320R-RFP

The following proposals were received and opened at 10:00 a.m., Wednesday, December 17, 2025, as advertised and specified in documents concerning **Annual Contract # 26-04-6320R-RFP Generator Repair & Service**. The proposals received and the evaluation summary are located on pages 2-4.

Recommendations: **Generator Service Center**
Kentech, Inc.
Pro Generator Service, LLC

Estimated Expenditure: **\$160,000.00**

Contract Term: **April 1, 2026 - March 31, 2027**

Renewal: **4 Years**

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Line 1 GENERATOR PREVENTATIVE MAINTENANCE

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
<u>Pro Generator Services</u>	2	Per Service	\$52,790.50	<u>\$105,581.00</u>
GenServe LLC	2	Per Service	\$57,631.50	\$115,263.00
<u>Kentech Inc</u>	2	Per Service	\$64,805.00	<u>\$129,610.00</u>
CLIFFORD POWER SYSTEMS INC	2	Per Service	\$72,672.00	\$145,344.00
Entech Sales and Service	2	Per Service	\$97,471.00	\$194,942.00
American Generator Services NA	2	Per Service	\$110,580.50	\$221,161.00
TexPro Generator Service LLC	2	Per Service	\$159,481.10	\$318,962.20
Total Energy Solutions Co., LLC	2	Per Service	\$169,014.33	\$338,028.66
<u>Generator Service Center</u>	2	Per Service	\$183,010.00	<u>\$366,020.00</u>

Line 2 Labor Charge (regular time) per hour for repair - journeyman

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
<u>Kentech Inc</u>	1	Hour	\$100.00	<u>\$100.00</u>
<u>Generator Service Center</u>	1	Hour	\$115.00	<u>\$115.00</u>
Entech Sales and Service	1	Hour	\$115.00	\$115.00
Total Energy Solutions Co., LLC	1	Hour	\$120.00	\$120.00
<u>Pro Generator Services</u>	1	Hour	\$130.00	<u>\$130.00</u>
TexPro Generator Service LLC	1	Hour	\$135.00	\$135.00
GenServe LLC	1	Hour	\$145.00	\$145.00
American Generator Services NA	1	Hour	\$165.00	\$165.00
CLIFFORD POWER SYSTEMS INC	1	Hour	\$190.00	\$190.00

Line 3 Labor Charge (regular time) per hour for repair - apprentice

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
GenServe LLC	1	Hour	\$50.00	\$50.00
Entech Sales and Service	1	Hour	\$100.00	\$100.00
<u>Kentech Inc</u>	1	Hour	\$100.00	<u>\$100.00</u>
<u>Generator Service Center</u>	1	Hour	\$115.00	<u>\$115.00</u>
Total Energy Solutions Co., LLC	1	Hour	\$120.00	\$120.00
American Generator Services NA	1	Hour	\$125.00	\$125.00
<u>Pro Generator Services</u>	1	Hour	\$130.00	<u>\$130.00</u>
TexPro Generator Service LLC	1	Hour	\$135.00	\$135.00
CLIFFORD POWER SYSTEMS INC	1	Hour	\$190.00	\$190.00

Line 4 Labor Charge (regular time) per hour for repair - other craftsman

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
GenServe LLC	1	Hour	\$65.00	\$65.00
<u>Kentech Inc</u>	1	Hour	\$100.00	<u>\$100.00</u>
<u>Generator Service Center</u>	1	Hour	\$115.00	<u>\$115.00</u>
Entech Sales and Service	1	Hour	\$115.00	\$115.00
Total Energy Solutions Co., LLC	1	Hour	\$120.00	\$120.00
<u>Pro Generator Services</u>	1	Hour	\$130.00	<u>\$130.00</u>
TexPro Generator Service LLC	1	Hour	\$135.00	\$135.00
CLIFFORD POWER SYSTEMS INC	1	Hour	\$190.00	\$190.00
American Generator Services NA	1	Hour	\$205.00	\$205.00

Line 5 Labor Charge (overtime) per hour for repair - journeyman

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
Total Energy Solutions Co., LLC	1	Hour	\$120.00	\$120.00
<u>Kentech Inc</u>	1	Hour	\$150.00	<u>\$150.00</u>
<u>Generator Service Center</u>	1	Hour	\$172.50	<u>\$172.50</u>
Entech Sales and Service	1	Hour	\$172.50	\$172.50
GenServe LLC	1	Hour	\$180.00	\$180.00
<u>Pro Generator Services</u>	1	Hour	\$195.00	<u>\$195.00</u>
TexPro Generator Service LLC	1	Hour	\$197.50	\$197.50
American Generator Services NA	1	Hour	\$205.00	\$205.00
CLIFFORD POWER SYSTEMS INC	1	Hour	\$285.00	\$285.00

Line 6 Labor Charge (overtime) per hour for repair - apprentice

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
GenServe LLC	1	Hour	\$65.00	\$65.00
Total Energy Solutions Co., LLC	1	Hour	\$120.00	\$120.00
<u>Kentech Inc</u>	1	Hour	\$150.00	<u>\$150.00</u>
Entech Sales and Service	1	Hour	\$150.00	\$150.00
American Generator Services NA	1	Hour	\$165.00	\$165.00
<u>Generator Service Center</u>	1	Hour	\$172.50	<u>\$172.50</u>
<u>Pro Generator Services</u>	1	Hour	\$195.00	<u>\$195.00</u>
TexPro Generator Service LLC	1	Hour	\$197.50	\$197.50
CLIFFORD POWER SYSTEMS INC	1	Hour	\$285.00	\$285.00

Line 7 Labor Charge (overtime) per hour for repair - other craftsman

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
GenServe LLC	1	Hour	\$80.00	\$80.00
Total Energy Solutions Co., LLC	1	Hour	\$120.00	\$120.00
<u>Kentech Inc</u>	1	Hour	\$150.00	<u>\$150.00</u>
<u>Generator Service Center</u>	1	Hour	\$172.50	<u>\$172.50</u>
Entech Sales and Service	1	Hour	\$172.50	\$172.50
<u>Pro Generator Services</u>	1	Hour	\$195.00	<u>\$195.00</u>
TexPro Generator Service LLC	1	Hour	\$197.50	\$197.50
American Generator Services NA	1	Hour	\$265.00	\$265.00
CLIFFORD POWER SYSTEMS INC	1	Hour	\$285.00	\$285.00

Line 8 Mileage: list charge per mile

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
Entech Sales and Service	1	Mile	\$0.00	\$0.00
TexPro Generator Service LLC	1	Mile	\$0.79	\$0.79
<u>Kentech Inc</u>	1	Mile	\$1.00	<u>\$1.00</u>
<u>Pro Generator Services</u>	1	Mile	\$1.25	<u>\$1.25</u>
<u>Generator Service Center</u>	1	Mile	\$2.00	<u>\$2.00</u>
Total Energy Solutions Co., LLC	1	Mile	\$2.25	\$2.25
GenServe LLC	1	Mile	\$2.50	\$2.50
American Generator Services NA	1	Mile	\$3.25	\$3.25
CLIFFORD POWER SYSTEMS INC	1	Mile	\$3.50	\$3.50

Line 9 Daily rental rate for portable generator sets

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
American Generator Services NA	1	Day	\$0.00	\$0.00
<u>Generator Service Center</u>	1	Day	\$0.00	<u>\$0.00</u>
Entech Sales and Service	1	Day	\$0.00	\$0.00
Total Energy Solutions Co., LLC	1	Day	\$0.00	\$0.00
CLIFFORD POWER SYSTEMS INC	1	Day	\$0.00	\$0.00
[ALT1] American Generator Services NA	1	Day	\$400.00	\$400.00
TexPro Generator Service LLC	1	Day	\$500.00	\$500.00
[ALT2] American Generator Services NA	1	Day	\$600.00	\$600.00
<u>Kentech Inc</u>	1	Day	\$700.00	<u>\$700.00</u>
[ALT3] American Generator Services NA	1	Day	\$950.00	\$950.00
GenServe LLC	1	Day	\$1,491.00	\$1,491.00
[ALT4] American Generator Services NA	1	Day	\$1,500.00	\$1,500.00
[ALT5] American Generator Services NA	1	Day	\$1,750.00	\$1,750.00
[ALT6] American Generator Services NA	1	Day	\$2,200.00	\$2,200.00

Line 10 Weekly rental rate for portable generator sets

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
American Generator Services NA	1	Week	\$0.00	\$0.00
Generator Service Center	1	Week	\$0.00	\$0.00
Entech Sales and Service	1	Week	\$0.00	\$0.00
Total Energy Solutions Co., LLC	1	Week	\$0.00	\$0.00
CLIFFORD POWER SYSTEMS INC	1	Week	\$0.00	\$0.00
[ALT1] American Generator Services NA	1	Week	\$1,200.00	\$1,200.00
[ALT2] American Generator Services NA	1	Week	\$1,800.00	\$1,800.00
Kentech Inc	1	Week	\$2,100.00	\$2,100.00
GenServe LLC	1	Week	\$2,540.00	\$2,540.00
[ALT3] American Generator Services NA	1	Week	\$2,850.00	\$2,850.00
TexPro Generator Service LLC	1	Week	\$3,500.00	\$3,500.00
[ALT4] American Generator Services NA	1	Week	\$4,000.00	\$4,000.00
[ALT5] American Generator Services NA	1	Week	\$5,000.00	\$5,000.00
[ALT6] American Generator Services NA	1	Week	\$6,100.00	\$6,100.00

Line 11 Materials supplied by contractor will be billed at % markup from manufacturer's list price

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	
GenServe LLC	1	Percent Markup	10.0%	
Generator Service Center	1	Percent Markup	15.0%	
Total Energy Solutions Co., LLC	1	Percent Markup	20.0%	
CLIFFORD POWER SYSTEMS INC	1	Percent Markup	20.0%	
TexPro Generator Service LLC	1	Percent Markup	20.0%	
Kentech Inc	1	Percent Markup	25.0%	
Pro Generator Services	1	Percent Markup	30.0%	
American Generator Services NA	1	Percent Markup	30.0%	
Entech Sales and Service	1	Percent Markup	30.0%	

Line 12 List any additional charges/fees

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>
GenServe LLC	1	EA	\$0.00	\$0.00
Generator Service Center	1	EA	\$0.00	\$0.00
Pro Generator Services	1	EA	\$0.00	\$0.00
Total Energy Solutions Co., LLC	1	EA	\$0.00	\$0.00
CLIFFORD POWER SYSTEMS INC	1	EA	\$0.00	\$0.00
Entech Sales and Service	1	EA	\$150.00	\$150.00
Kentech Inc	1	EA	\$200.00	\$200.00

ORDER

AUTHORIZING THE
ISSUANCE OF

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS
SERIES 2026A

Adopted: March 2, 2026

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Schedule I – Refunded Obligation Candidates
Exhibit A – Form of Pricing Certificate

ORDER AUTHORIZING THE ISSUANCE OF CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2026A; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Cypress-Fairbanks Independent School District (the “District”), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Refunded Obligation Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded and/or defeased pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes the District to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the District desires to authorize the execution of an escrow agreement or deposit agreement, if necessary, in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the District hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing gross debt service savings to the District, and that such benefit constitutes a valid public purpose and is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its refunding bonds at this time; and

WHEREAS, pursuant to Chapter 1207, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Authorized Officer (as hereinafter defined); and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT:

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided in this Order or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Authorized Officer” means the Superintendent or the Chief Financial Officer of the District.

“Board” means the Board of Trustees of the District.

“Bond” or “Bonds” means the District’s bonds authorized to be issued by Section 3.01 of this Order.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means collectively, all amounts due and payable with respect to the Bonds

representing the principal, premium, if any, and interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Deposit Agreement” means the deposit agreement, if any, by and between the District and the Paying Agent for the Refunded Obligations relating to the Refunded Obligations.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in the Pricing Certificate, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

“Escrow Agent” means the escrow agent designated in the Pricing Certificate.

“Escrow Agreement” means the escrow agreement, if any, by and between the District and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Obligations.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States and (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d).

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Issuance Date” means the date of the initial delivery of and payment for the Bonds.

“Maturity” means the date on which the principal of the Bonds becomes due and payable according to the terms thereof.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the paying agent/registrar designated in the Pricing Certificate.

“Paying Agent for Refunded Obligations” means the Paying Agent for Refunded Obligations designated in the Pricing Certificate.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means a certificate or certificates establishing the terms effectuating the sale of the Bonds to be signed by the Authorized Officer.

“Purchase Letter” means the letter agreement between the District and the Purchaser pursuant to which the sale of the Bonds is effectuated.

“Purchaser” means the purchaser of the Bonds named in the Pricing Certificate.

“Record Date” means the Record Date set forth in the Pricing Certificate.

“Refunded Obligation Candidates” mean the obligations of the District described in Schedule I attached hereto.

“Refunded Obligations” mean the obligations of the District designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Register” means the bond register.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Special Payment Date” means the date that is 15 days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Taxable Bonds” shall mean the Bonds designated as Taxable Bonds in the applicable Pricing Certificate.

“Tax-Exempt Bonds” shall mean the Bonds designated as Tax-Exempt Bonds in the applicable Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest, or money set aside for the payment of Bonds

duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Verification Agent” means the verification agent, if any, designated in the Pricing Certificate.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Order.

(d) Article and section references shall mean references to articles and sections of this Order unless otherwise designated.

ARTICLE II SECURITY FOR THE BONDS

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and associated costs and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the

interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service and associated costs on the Bonds.

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional facilities allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01. Authorization.

The Bonds to be designated “Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, Series 2026A,” unless otherwise designated in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and the laws of the State, specifically Chapter 1207. The Bonds shall be issued in the aggregate principal amount not to exceed \$15,000,000 for the purpose of refunding the Refunded Obligations and providing funds for the payment of the costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be issued in fully registered form, without coupons.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount (unless otherwise designated in the Pricing Certificate) or any integral multiple thereof, and shall be numbered separately from R-1 upward.

(c) The Bonds shall mature on the dates and in the principal amounts, and shall bear interest at the per annum rates, all as set forth in the Pricing Certificate.

(d) Interest on the Bonds shall accrue from the Issuance Date and be paid at Maturity, as more specifically described in the Pricing Certificate. Such interest shall be computed on the basis of a 360-day year of twelve 30-day months, unless otherwise provided in the Pricing Certificate.

Section 3.03. Medium, Method and Place of Payment.

- (a) Debt Service shall be paid in lawful money of the United States of America.
- (b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and shall be sent United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner to whom interest is to be paid; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.
- (c) The principal of each Bond shall be paid to the Owner at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.
- (e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a Special Record Date will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the Special Payment Date of the past due interest shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.
- (f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

- (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds.

(d) On the Issuance Date, the Initial Bond, executed by the manual or facsimile signatures of the President or Vice President and Secretary of the Board, authenticated by the Paying Agent/Registrar, and payable in stated installments to the Purchaser or its designee, will be delivered to the Paying Agent/Registrar to hold in safekeeping for the Purchaser against payment therefor, unless otherwise provided in the Pricing Certificate.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as the Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with this Order and subject to the limitations contained in the Purchase Letter.

(b) Subject to the restrictions contained in the Purchase Letter, the ownership of the Bonds may be transferred only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of the Bonds shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate

and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall not be subject to redemption before Stated Maturity.

Section 4.02. Lapse of Payment.

Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Paying Agent/Registrar.

(a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President or Vice President and the Secretary of the Board, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar. The District hereby approves the form of Paying Agent/Registrar Agreement.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04. Termination.

The District reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated 45 days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that no such termination shall be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the successor Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and by executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07. Delivery of Records to Successor.

The Paying Agent/Registrar, promptly upon the appointment of a successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BOND

Section 6.01. Form Generally.

(a) The Bonds, including the Certificate of the Paying Agent/Registrar and the form of Assignment which shall accompany, appear on or be attached or affixed to each of the Bonds, (i) shall be substantially in the form set forth in the form of the Pricing Certificate attached hereto as Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII
DELEGATION OF AUTHORITY; SALE AND DELIVERY OF BONDS; DEPOSIT OF
PROCEEDS; CONTROL AND DELIVERY OF BONDS

Section 7.01. Sale of Bonds.

(a) The Bonds shall be sold to the Purchaser in accordance with the terms of this Order. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order,

including determining the price at which each of the Bonds will be sold; the title, number and designation of each series or subseries of Bonds to be issued; whether the Bonds will be issued as Taxable Bonds or Tax-Exempt Bonds; the form in which the Bonds shall be issued; the years and dates on which the Bonds will mature; the principal amount to mature in each of such years; the aggregate principal amount of Refunded Obligations; the aggregate principal amount of Bonds to be issued by the District; the rate of interest to be borne by each maturity of the Bonds; the process for the presentation and redemption of the Bonds; the final defeasance provisions for the Bonds; the designation of the Refunded Obligations from the Schedule of Refunded Obligation Candidates attached hereto as Schedule I; the selection of an escrow agent, if any; the designation of a verification agent, if any; the engagement of a placement agent, if any; whether the Bonds shall be insured; and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the Bonds shall not bear interest at a rate greater than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the maximum principal amount described in Section 3.01;

(iii) the refunding of the Refunded Obligations shall produce gross debt service savings to the District; and

(iv) no Bond shall mature later than the latest maturity of the Refunded Obligations.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Letter, providing for the sale of the Bonds to the Purchaser, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Letter in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Authorized Officer is hereby authorized to facilitate the preparation of and approve a term sheet or disclosure materials in connection with the issuance of the Bonds.

(c) The authority granted to the Authorized Officer under Section 7.01(b) shall expire at 11:59 p.m. on a date 180 days from the date of this Order, unless otherwise extended by the District by separate action.

(d) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

(e) The President or Vice President, the Secretary, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, to effectuate the refunding of the Refunded Obligations and to effectuate the terms and provisions of this Order and Pricing Certificate. The Authorized Officer is hereby authorized to pay costs of issuance of the Bonds not paid from proceeds of the Bonds in an amount not to exceed \$100,000 from lawfully-available funds of the District.

Section 7.02. Deposit of Proceeds; Transfer of Funds

The proceeds from the sale of the Bonds, together with other lawfully available funds of the District, if any, shall be applied as set forth in the Pricing Certificate to provide for the refunding of Refunded Obligations and paying the costs of issuing the Bonds. Proceeds from the sale of the Bonds may, at the option of the District, be invested in any investments authorized by Texas law, including specifically the Public Funds Investment Act and the District's investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Texas Government Code; provided that all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

Section 7.03. Control and Delivery of Bonds.

(a) The President of the Board or any Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending such Bonds' registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) Delivery of the Bonds shall be made to the Purchaser or its designee under and subject to the general supervision and direction of the Authorized Officer, against receipt by the District of all amounts due to the District under the terms of sale.

ARTICLE VIII
REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds.

On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been or will be duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 8.03. Taxable Bonds. Bonds designated as Taxable Bonds will not constitute obligations described in section 103(a) of the Code.

Section 8.04. Covenants Relating to Federal Income Tax for Tax-Exempt Bonds.

(a) General. The District covenants not to take any action or omit to take any action, that if taken or omitted, would cause the interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Tax-Exempt Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Tax-Exempt Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Tax-Exempt Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Tax-Exempt Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Tax-Exempt Bonds (including investment income) and regulate the investment of such proceeds of the Tax-Exempt Bonds so that the Tax-Exempt Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Tax-Exempt Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Tax-Exempt Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to (i) the expenditure of the proceeds (including investment income) of the Tax-Exempt Bonds and the Refunded Obligations being refunded with the proceeds of the Tax-Exempt Bonds and (ii) the use of the property financed, directly or indirectly, thereby until three years after the last Tax-Exempt Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Tax-Exempt Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants in this Section 8.04 if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

ARTICLE IX DISCHARGE

Section 9.01. Discharge.

The District reserves the right to defease, discharge or refund the Bonds in any manner permitted by applicable law.

ARTICLE X APPROVAL OF ESCROW AGREEMENT OR DEPOSIT AGREEMENT AND RELATED PROVISIONS

Section 10.01. Subscription for Securities.

The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 10.02. Approval of Escrow Agreement or Deposit Agreement; Deposit with Paying Agent for Refunded Obligations.

The Authorized Officer is hereby authorized to select an Escrow Agent and to execute and deliver, or cause the execution and delivery by the President or Vice President and the Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other

appropriate District officials. Alternatively, the Authorized Officer may deposit directly with the Paying Agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver a Deposit Agreement in connection with such deposits if necessary in connection with such deposits.

Section 10.03. Redemption and Defeasance of Refunded Obligations.

Following the deposit to the Escrow Fund or with the Paying Agent for the Refunded Obligations, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the Paying Agent for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from ad valorem taxes. The Refunded Obligations are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Order and a copy of the Pricing Certificate calling the Refunded Obligations for redemption. The delivery of this Order and the Pricing Certificate to the Paying Agent for the Refunded Obligations shall constitute the giving of notice of redemption to the Paying Agent for the Refunded Obligations, and such paying agent is hereby authorized and directed to give notice of redemption to the owners and to the insurers of the Refunded Obligations, if applicable, in accordance with the requirements of the respective Orders authorizing the issuance thereof. Additionally, following the adoption of this Order, the Authorized Officer is authorized to direct the delivery of a conditional notice of redemption for the Refunded Obligations prior to or in connection with the sale of the Bonds.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Changes to Order.

Bond Counsel is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in order to reflect the final terms of the sale as approved in the Pricing Certificate.

Section 11.02. Related Matters.

To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 11.03. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the Board or agent or employee of the District in his or her individual capacity and neither the members of the Board nor any officer thereof, nor any agent or employee of the District, shall be liable personally on the Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.04. Severability and Savings.

If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 11.05. Repealer.

All orders or resolutions, or parts thereof, heretofore adopted by the District and inconsistent with the provisions of this Order are hereby repealed to the extent of such conflict.

Section 11.06. Force and Effect.

This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Signature Page to Follow]

PASSED, APPROVED AND EFFECTIVE on March 2, 2026.

Secretary, Board of Trustees
Cypress-Fairbanks Independent School
District

President, Board of Trustees
Cypress-Fairbanks Independent School
District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

The Authorized Officer may select the specific maturities and the series of obligations constituting the Refunded Obligations from the following series of the District's outstanding obligations:

Unlimited Tax School Building and Refunding Bonds, Series 2015A

Unlimited Tax School Building and Refunding Bonds, Series 2016

EXHIBIT A

FORM OF PRICING CERTIFICATE

PRICING CERTIFICATE

Re: Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, Series 2026A (the “Bonds”)

I, the undersigned _____ of Cypress-Fairbanks Independent School District (the “District”), do hereby make and execute this Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on March 2, 2026 (the “Order”) authorizing the issuance of the Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Order.

As authorized by Section 7.01 of the Order, I have acted on behalf of the District in selling the Bonds to _____ (the “Purchaser”) pursuant to the terms of the Purchase Letter dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated as the “Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, Series 2026A” and shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3.01 of the Order.

B. The Bonds are hereby designated as [Tax-Exempt/Taxable] Bonds.

C. The Bonds shall have a Dated Date of _____ and an Issuance Date scheduled for _____. The Record Date for the Bonds shall be the _____ day of the month next preceding an Interest Payment Date.

D. [The Bonds shall be issued in the authorized denominations of \$_____ or any integral multiples of \$5,000 in excess thereof.]

E. The Interest Payment Date for the Bonds shall be [the Maturity Date (as defined herein)]. Bonds shall bear interest at a per annum rate of ____% from the Issuance Date and shall be payable on the Maturity Date. The Bonds shall mature on [June 1, 2026] (the “Maturity Date”).

F. The Refunded Obligation Candidates to be refunded with a portion of the proceeds of the Bonds are set forth in Schedule I hereto. The Refunded Obligations are hereby called for redemption on redemption dates specified in Schedule I. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

G. As shown in the savings schedule attached hereto as Exhibit A, the refunding of the Refunded Obligations results in a gross debt service savings of \$_____.

H. The Bonds are not subject to redemption prior to stated maturity.

I. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Order.

J. The proceeds of the Bonds [and other available funds of the District] shall be applied as follows:

(i) The amount of \$_____, consisting of \$_____ principal amount of Bond proceeds [plus available funds from the District in the amount of \$_____,] shall be used to pay the redemption price of the Refunded Obligations;

(ii) Bond proceeds in the amount of \$_____ shall be used to pay the costs of issuance; and

(iii) Any amounts remaining after accomplishing the above described purposes shall be deposited to the interest and sinking fund designated for the Bonds.

K. _____ is hereby appointed as the Paying Agent/Registrar for the Bonds.

L. [_____ is hereby appointed as the Escrow Agent for the Bonds and the Escrow Agreement between the District and the Escrow Agent is hereby approved.]

M. [_____ is hereby appointed as verification agent.]

N. [The purchase of Escrow Securities from _____ is hereby approved.]

O. [The appointment of _____ as Placement Agent is hereby ratified and approved.]

P. [The Deposit Agreement between the District and _____ as Paying Agent for Refunded Obligations is hereby approved.]

Q. The Purchase Letter between the Purchaser and the District with respect to the Bonds is hereby approved, and the terms of the sale are hereby determined to be the most advantageous reasonably attainable by the District.

[Signature Page Follows]

This Pricing Certificate for the Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, Series 2026A, is executed on the _____ day of _____, 2026.

Authorized Officer
Cypress-Fairbanks Independent School
District

*Signature Page to Pricing Certificate
Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, Series 2026A*

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

[To be attached at pricing]

EXHIBIT A

SCHEDULE OF SAVINGS

[To be attached at pricing]

EXHIBIT B
FORM OF BOND

(a) Form of Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Harris

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2026A

INTEREST RATE:

MATURITY DATE:

ISSUANCE DATE:

1

Cypress-Fairbanks Independent School District (the "District"), in the County of Harris, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Issuance Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid on the Maturity Date.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of _____², (the "Paying Agent/Registrar"), _____³, [Texas], or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by

¹ Insert from Pricing Certificate.

² Insert from Pricing Certificate.

³ Insert from Pricing Certificate.

check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is dated the _____⁴ and is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of _____⁵ (herein referred to as the Bonds") pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the purposes of refunding certain outstanding obligations of the District to achieve gross debt service savings and paying the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

The Bonds are not subject to redemption prior to maturity.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same

⁴ Insert from Pricing Certificate.

⁵ Insert from Pricing Certificate.

stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Cypress-Fairbanks Independent School
District

[Vice] ⁶ President, Board of Trustees
Cypress-Fairbanks Independent School
District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within-mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond.

_____⁷,
as Paying Agent/Registrar

Date: _____

By: _____
Authorized Signatory

⁶ Delete if the President of the Board executes the Bonds.

⁷ Insert from Pricing Certificate.

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Trustees of Cypress-Fairbanks Independent School District, hereby certify as follows:

1. The Board of Trustees of Cypress-Fairbanks Independent School District convened in regular meeting on the 2nd day of March, 2026, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Scott Henry	President and Trustee, Position 6
Dr. Natalie Blasingame	Vice President and Trustee, Position 5
Justin Ray	Secretary and Trustee, Position 3
Todd LeCompte	Trustee, Position 1
Julie Hinaman	Trustee, Position 2
Christine Kalmbach	Trustee, Position 4
Lucas H. Scanlon	Trustee, Position 7

and all of said persons were present, except the following absentee(s): [_____], thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF CYPRESS-FAIRBANKS
INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING
BONDS, SERIES 2026A; LEVYING A TAX AND PROVIDING FOR THE
SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF
THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS;
AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present voted “Aye.”

_____ Member(s) shown present voted “No.”

_____ Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board’s minutes of said meeting; that the above and foregoing paragraph is

a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 2nd day of March, 2026.

[SEAL]

Secretary, Board of Trustees
Cypress-Fairbanks Independent School
District



2026-2027

**OPEN STUDENT TRANSFER
RECOMMENDATIONS**

TRANSFER REGULATION S

Campus Transfer Status:

Tier I Campuses - Permanent capacity < 95% of projected enrollment:

Shall be **open for a specified number** of transfers

Tier II Campuses – Permanent capacity between 95-109% of projected enrollment:

Shall be **closed for all new transfers, except** for the children of district employees; or

Tier III Campuses – permanent capacity > 109% of projected enrollment:

Shall be **closed for all new transfers, except** for the children of district employees assigned to a facility/building located within the attendance zone of the school requested.

TRANSFER TIMELINE

MARCH 2

Board approval of Open Campus designations

MARCH 3

Transfer options shared with community

APRIL 1

Transfer window opens (employees + in-district families)

MAY 1

Transfer window opens (out-of-district families)

JUNE 1

Transfer window closes

Communication Methods

- District Website
- Social Media
- CFISD Connection for Community
- CFISD Connection for Employees
- Campus Marquees
- SchoolMessenger Email & Text

Transfer Application

- Posted on district website, www.cfisd.net
- Available in registrar's office at all campuses beginning April 1
- **Full transfer application window:
April 1 – June 1**

2026-2027

Open Campus Recommendations

Tier I Campuses:

- 9 High Schools
- 16 Middle Schools
- 53 Elementary Schools

85% of CFISD campuses will be designated as open for the 2026-27 schoolyear

2026-2027 Open Campus Recommendations

ELEMENTARY SCHOOLS		MIDDLE SCHOOLS		HIGH SCHOOLS
Adam	Hancock	Post	Anthony	Cy-Fair
Ault	Hemmenway	Postma	Aragon	Cypress Creek
Andre	Holbrook	Reed	Arnold	Cypress Falls
Bane	Holmsley	M. Robinson	Bleyl	Cypress Lakes
Bang	Hoover	Sampson	Campbell	Cypress Park
Birkes	Horne	Sheridan	Cook	Cypress Ridge
Black	Jowell	Swenke	Dean	Cypress Springs
Brosnahan	Keith	Tipps	Goodson	Jersey Village
Copeland	Kirk	Walker	Hopper	Langham Creek
Danish	Lamkin	Willbern	Kahla	
Duryea	Lee	Wilson	Labay	
Emery	Lieder	Woodard	Salyards	
Emmott	Lowery	Yeager	Smith	
Farney	Matzke		Thornton	
Fiest	McFee		Truitt	
Francone	Metcalf		Watkins	
Frazier	Millsap			
Gleason	Moore			
Hairgrove	Owens			
Hamilton	Pope			

2026-2027

Open Campus Recommendations

Tier II Campuses:

10 High Schools

- Tier I campuses + Cypress Ranch

20 Middle Schools

- Tier I campuses + Hamilton, Rowe, Spillane and Sprague

57 Elementary Schools

- Tier I campuses + A. Robison, Warner and Wells

2026-2027

Open Campus Recommendations

Tier III Campuses:

2 High Schools

- Bridgeland and Cypress Woods

0 Middle Schools

3 Elementary Schools

- Byrd, McGown and Rennell

Questions

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

Use in District

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process **has been followed**:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with ~~the DIA series~~.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with ~~the DIA series~~.
3. Complaints concerning retaliation ~~relating~~**related** to discrimination and harassment shall be submitted in accordance with ~~the DIA series~~.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications **and on the District's website**.

~~Guiding Principles~~

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate **campus or District**

administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

~~Direct Communication with Board Members~~

~~Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.~~
Filing Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must still file a complaint within 15 business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

“Business days” shall mean District business days in accordance with the District’s central office calendar. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Deadline Extensions

Because deadlines are substantive and not procedural, they shall be strictly followed unless otherwise required by law or mutual written consent.

Formal Process

~~An employee may initiate the formal process described below by timely filing a written complaint form.~~

~~Encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal~~

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.
~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.~~

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to

Adopted:

a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made ~~to the Superintendent or designee~~ beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

Complaints Against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the ~~next level supervisor. Complaint forms~~ Superintendent. Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.

Direct Communication with Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax,~~ or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling ~~Conferences~~ Hearings

The District shall make reasonable attempts to schedule ~~conferences~~ **hearings** at a mutually agreeable time. If the employee fails to appear at a scheduled ~~conference~~ **hearing**, the District may ~~dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.~~ **hold the hearing and issue a decision in the employee's absence.**

Decision

A "decision" shall mean a written communication to the employee from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

~~Response~~

~~At Levels One, Two and Three, "response" shall mean a written communication to the employee from the appropriate administrator.~~
~~Responses~~ The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Four, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses/decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

~~Days~~

~~"Days" shall mean District business days in accordance with the complainant's work calendar. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

~~Representative~~ Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her/the employee in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three business days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process regardless of the employee's representation.

Consolidating Complaints

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from any an event or series of events that have been or could have been addressed in a previous complaint.~~

~~When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may in its sole discretion consolidate the complaints.~~

~~Untimely Filings~~

~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point~~

~~during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.~~

~~Costs Incurred~~ related events shall be consolidated.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted ~~in writing~~ on a form provided by the District.

Copies of any documents that support the complaint should be ~~attached to~~ included with the complaint form. If the employee does not have copies of these documents, ~~they~~ copies may be presented at the Level One ~~conference~~ hearing. After the Level One ~~conference~~, no new documents may be submitted by the employee ~~unless the employee did not know the documents existed before the Level One conference~~ hearing, the employee may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision. If records or issues are added at any level to the record

Remand

A complaint or appeal form that is incomplete in any material ~~aspect may~~ shall be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing. ~~refiled~~, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed due to the addition of new records or issues or any other reason, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed due to the addition of new records or issues or any other reason.

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory

higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a ~~conference or~~ hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Complaint Levels

Level One

~~Complaint forms must be filed:¶~~

- ~~8. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and¶~~
- ~~9. With the lowest level administrator who has the authority to remedy the alleged problem.¶~~

~~In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.¶~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.¶~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.¶~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.¶~~

~~Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the~~

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

~~conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator.~~ At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint or on a later date selected by mutual written consent. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, the employee may request a ~~conference with the appropriate central office administrator~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written Level One response~~ decision or, if no response was received, within ~~ten~~ decision has been communicated to the employee, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two administrator. ~~The employee may request~~ hearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

10. The original complaint form and any attachments.
11. ~~All~~ Any other documents submitted by the employee at Level One.
12. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
13. The decision issued at Level One and any attachments.
14. All other documents relied upon by the Level One ~~administrator~~ hearing officer in reaching the Level One decision.

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~~The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed* The hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed* The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference. The hearing officer may set reasonable time limits for the hearing.~~

*or on a later date selected by mutual written consent.

~~The Level Two administrator shall provide the employee a written response decision within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, any additional information provided at the Level Two conference, and any other relevant documents or information that the Level Two administrator believes will help resolve the complaint.~~

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response decision has expired, the employee may request a conference with the Superintendent or designee at Level Three to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response decision or, if no response was received, within ten days of the date the decision has been communicated to the employee, within 20 days of the Level Two response decision deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator.

~~The employee may request the hearing officer and provide a copy of the Level Two record to the employee.~~

The Level Two record shall include:

15. The Level One record.
16. The notice of appeal from Level One to Level Two
17. Any other documents submitted by the complainant at Level Two.

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18. The ~~written response~~ **decision** issued at Level Two and any attachments.
19. All other documents relied upon by the ~~administration~~ **Level Two hearing officer** in reaching the Level Two decision.

~~The Level Three administrator shall schedule a conference within ten days after the notice appeal is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.~~ **hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed *.** ~~The hearing officer may set reasonable time limits for the hearing.~~ **or on a later date selected by mutual written consent.**

~~The Level Three administrator~~ **hearing officer** shall provide the employee a ~~written response~~ **decision** within ~~ten~~ **20** calendar days following the ~~conference~~ **hearing**. The ~~written response shall set forth the basis of the decision~~ **hearing**. In reaching a decision, the ~~Level Three administrator~~ **hearing officer** may consider the ~~Level One and Level Two records,~~ **record, any additional** information provided ~~at~~ **prior to** the Level Three ~~conference~~ **hearing**, and any other relevant documents or information the ~~Level Three administrator~~ **hearing officer** believes ~~shall~~ **will** help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three hearings, if any, shall be maintained with the Level Two and Level Three records.

Level Four

If the employee did not receive the relief requested at Level Three or if the time for a ~~response~~ **decision** has expired, the employee may appeal the decision to the Board.

The appeal notice ~~shall~~ **must** be filed in writing, on a form provided by the District, within ~~ten~~ **20** calendar days of the date of the ~~written Level Three response,~~ **decision** or, if no ~~response was received,~~ **within ten** ~~decision has been communicated to the employee,~~ **within 20** calendar days of the Level Three ~~response~~ **decision** deadline.

~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint shall be on the agenda for submission to the Board.~~ ¶

~~The Superintendent or designee~~ **Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Three decision.**

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After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Three decision was made.

The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Three appeal. The employee may request a copy of the Level Three record.

The Level Three record shall include:

20. The Level One record.
21. The Level Two record.
22. The notice of appeal from Level Two to Level Three.
23. ~~The written response.~~ Any other documents submitted by the employee at Level Three.
24. The decision issued at Level Three and any attachments.
25. All other documents relied upon by the administration in reaching the Level Three decision.

~~The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.~~ employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

~~The~~At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that~~

PERSONNEL-MANAGEMENT RELATIONS
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~~the administration provide an explanation for the decisions at the preceding levels. members.~~

In addition to any other record of the ~~Board~~ meeting required by law, the Board ~~or Board committee~~ shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from ~~the Board members~~ with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.~~

~~The District shall determine whether the complaint shall be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE] shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.~~

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every nine weeks for elementary students and secondary school students ~~nine weeks for elementary students and four times each school year (two report cards each semester) for secondary school students~~ six weeks for students in secondary grades and, for students in elementary grades, every nine weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the fourth ~~third or fourth~~ week of each grading period ~~for elementary students and every three weeks for secondary school students.~~ Supplemental progress reports may be issued at the teacher's discretion.

Conferences

Each ~~campus calendar year, the District~~ shall provide for at least two opportunities during the school year for in-person conferences between each parent-teacher conferences. Additionally, and the student's teacher. Additional conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, the use of artificial intelligence to complete an

	<p><u>assignment in part or in whole unless approved by the classroom teacher [see CQD], and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students, or the use of an artificial intelligence detection tool selected by the District.</u></p>
Makeup Work	<p>Students shall make up assignments and tests after absences. Students shall receive a zero for any assignment or test not made up within the allotted time.</p> <p>Teachers may assign additional work to ensure that students who have been absent have sufficient opportunity to master the essential knowledge and skills or to meet the subject or course requirements. The assignments shall be based on the instructional objectives for the subject or course.</p>
Unexcused Absences	The District shall not impose a grade penalty for makeup work after an unexcused absence.
Suspension	The District shall not impose a grade penalty for makeup work after an absence due to suspension.
Information for Elementary Schools	
Progress Reports — Kindergarten-Grade 5	At the end of the first four weeks of a grading period, notice of progress shall be sent to the parents/guardians of students in kindergarten-grade 5.
Report Cards	<p>Student achievement in the mastery of grade-level Texas Essential Knowledge and Skills (TEKS) shall be reported to parents on a nine-week schedule for elementary school students.</p> <p>Report card information shall include grades earned in foundation and enrichment courses, work/study habits, special program services (e.g., tutoring, ESL, and the like), conduct, and end-of-year placement decisions.</p>
	<hr/> <p>Note: Separate grades shall be recorded for reading, language arts, mathematics, science, social studies, art, music, and physical education. Student mastery of health TEKS shall be reported as part of the grades earned in science, social studies, and physical education.</p> <hr/>
Grading Guidelines	Grade averages on report cards should:

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

- Reflect the level of mastery of TEKS designated in the District's scope and sequence for each nine weeks for elementary school students;
- Include a balance of assessment data — daily grades, test grades, benchmarks, and the like;
- Include a variety of student work samples—oral activities, journals, projects, worksheets, reports, and the like; and
- Reflect a sufficient and reasonable number of grades to support the nine-week average.

Caution: | Assessments with fewer than 10 items should be combined with similar tests for averaging purposes to avoid each question being weighted too heavily.

The report card should denote the instructional interventions being provided in each of the foundation subjects.

Campus Decisions | The principal at each campus shall work with the faculty to draft specific grading criteria that reflect the generic District guidelines listed above. Decisions to be made at the campus level include determining the number and types of grades to be taken in each subject area, weighting daily/test grades, assigning instructional levels for individual students, and crediting homework as a work habit or part of the subject grade.

Performance Codes | The following scales and coding systems shall be used to report student academic performance.

✓ and – | The coding system for prekindergarten and kindergarten shall report achievement as “student demonstrates skill” or “student is unable to demonstrate skill.” In prekindergarten and kindergarten, ✓ and – shall be used for all academic subjects.

E, S, and N | In grade 1, the coding system should report achievement as excellent, satisfactory, and needs improvement. An E, S, and N grading scale shall be used for all subjects. In prekindergarten-grade 5, S and N shall be used to grade art, music, physical education, work habits, and conduct.

Numerical Grades | The following numerical scale shall be used to report achievement in language arts, mathematics, science, and social studies in grades 2-5:

Numerical Grade	Letter Grade
90-100	A
80-89	B

ACADEMIC ACHIEVEMENT
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Numerical Grade	Letter Grade
75-79	C
70-74	C-
*0-69	F

***Note:** A 50 may be recorded in lieu of a lower grade if the teacher, in exercising his or her professional judgment, thinks the student's academic efforts warrant it. A zero may be recorded if a student refuses to respond to an assignment.

Transfer Students

A student who transfers from one school to another during a grading period — interdistrict and intradistrict — shall receive a nine-week grade that combines the average recorded from the sending school with the current average being earned at the receiving school. The weight given to each average should reflect the percent of time the student spent in each school.

**Information for
Middle and Senior
High Schools**

Grading System

Secondary schools shall be guided by the following procedures in determining grades and grade averaging:

Academic grades:

Numerical Grade	Letter Grade
90-100	A
80-89	B
75-79	C
70-74	C-
69 and below	F

Conduct grades:

Grade	Conduct
E	Excellent
S	Satisfactory
I	Improvement needed

Grade	Conduct
U	Unsatisfactory

Mastery of TEKS
*Acceptable
Overall Mastery*

Secondary students must earn a semester or yearly average of at least 70 to demonstrate acceptable overall mastery of the TEKS for a grade-level subject or course. (To receive credit for a high school course, the student must make at least a 70 average for the second semester of a full-year course and must have an overall average of 70 or better.) Instruction in the TEKS shall occur throughout the semester and year, as shall continuous assessment of student proficiency in mastering the TEKS. Teachers shall use various evaluation data to ascertain the level of student achievement in mastering TEKS. The nature of the TEKS shall determine the assignment(s) used for assessing the student's proficiency level.

*Types of
Assignments /
Assessments
Used in
Determining
Mastery of Teks*

Ongoing Mastery Assessment:

1. Homework
2. Classwork/class participation
3. Daily quizzes
4. Major exams
5. Compositions
6. Projects
7. Performances
8. Demonstrations
9. Oral reports
10. Labs

End-of-term Mastery Assessment:

1. Grading period exams
2. Semester or final exams (may be designed by the teacher, team, or District committee)
3. District proficiency tests (comprehensive exams administered at designated times, but frequently near the end of the semester and/or near the end of the year)

Averaging Grades

~~Grades 6-8 — Semester~~ For students in grades 6-8, semester grades shall be computed by allocating a weight of one half (1/2) for each of the two grading period grades.

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

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~~High School — Semester~~ For students in high school, semester grades shall be computed by allocating a weight of three-sevenths (3/7) for each grading period grade and one-seventh (1/7) for the semester exam.

Final grades for full-year classes in grades 6-12 shall be determined by averaging the two semester grades. Final grades shall be indicated on the student's report card as either pass or fail.

1. Students' grading period averages and semester/final exam grades shall be reported to parents by numerical grades.
2. Students, including middle school students, who take a high school course must take the final exam to earn a grade. If a student fails to take the exam, the student shall earn a zero, which shall be calculated as one-seventh (1/7) of the semester average.
3. Students' semester averages shall be reported to parents by the numerical grade, which shall also appear on the academic achievement record.
4. Teachers must maintain numerical grades in their grade books for each assignment, test, and activity evaluated. In cases where a student's grade falls below 50, the teacher may, at his/her discretion, record in the grade book a grade of 50 rather than the actual grade earned. The teacher may choose to exercise this option when, in his/her professional judgment, the student's academic efforts warrant it.

Campus Decisions

The principal at each campus shall work with the faculty to establish specific grading criteria that adhere to the parameters established in this policy and in content-area curriculum guides. Each department's decisions include determining the number and types of grades to be taken and the weighting of various categories of work, e.g., daily, homework, and tests.

Instructional Level

The instructional level of courses shall be, in many instances, designated by the course title on the student's report card, e.g., K-level, AP, H for HORIZONS, ICS for in-class support, and the like. Courses with no special designation shall be L-level or on-level courses.

Progress/Interim
Reports

1. All teachers must issue a progress/interim report to students every three weeks. [See Interim Reports above.]
2. Between the second progress report and the time report cards are sent home, teachers should contact the parents of each student whose grading period average has dropped to below 70.

Remedial
Instruction TEKS
Available

Students experiencing difficulty in achieving mastery of TEKS shall be provided with remedial instruction.

~~TEKS~~ TEKS and
Special Populations

Special ~~populations~~population students, such as those identified for the ESL, gifted, or special education programs, shall also be instructed in the TEKS assigned to a grade level or course. Modifications shall occur in pacing, materials, and instructional strategies to prepare students to demonstrate overall acceptable mastery of TEKS.

Promotion and
Course Credit

Mastery of TEKS shall be reflected in a student's promotion to the next grade level or the award of credit for a course completed.

Award of Credit or
Grade

~~A student not enrolled for a complete grading period in a course may still be awarded a grade and, ultimately, course credit. Teachers shall select from the following options to fit the student's particular circumstances and to ensure that the student has an opportunity to learn all the TEKS presented during the grading period.~~

A student not enrolled for a complete grading period in a course may still be awarded a grade and, ultimately, course credit. Teachers shall select from the following options to fit the student's particular circumstances and to ensure that the student has an opportunity to learn all the TEKS presented during the grading period.

1. The teacher shall average the student's grades in the teacher's course with the average the student earned in another school district. The weight given to each average shall reflect the percent of time the student spent in each school district; or
2. The teacher may temporarily record an I for incomplete on the report card until the student completes a sufficient number of assignments over TEKS for a grade to be awarded. Such assignments may be completed outside of class, at tutorials, or during summer school. Determination of when the assignments will be completed shall be based upon the following:
 - a. The circumstances preventing the student from enrolling in the course for the entire grading period; and
 - b. The student's demonstrated degree of mastery of TEKS and other course objectives; or
3. The student may take a test or combination of tests (credit by examination, TEKS test, teacher- or team-designed exam) to verify mastery of TEKS.

*Possible Options
Depending Upon
the Circumstances*

INSTRUCTIONAL ARRANGEMENTS
LESSON PLANS

EEP
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**Instructional Plan
and Course Syllabus**

Prior to the beginning of each semester, each teacher shall provide a copy of the teacher's instructional plan or course syllabus for each class for which the teacher provides instruction.

The teacher shall provide this information to the District administration and the parent of each student enrolled in the teacher's class. Additional copies of the instructional plan or course syllabus shall be made available to a parent of a student enrolled upon that parent's request.

District Website

The Superintendent shall develop administrative procedures for the posting of the instructional plans and course syllabi for each class offered in the District on the District's website.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, library books when used for assignments, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above. Library books when used as instructional materials in a classroom shall also comply with requirements in EFB(LOCAL).

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily

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lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Parent Request for Instructional Material Review

The Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

1. The material is not aligned with District-adopted materials; or
2. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

Reconsideration of Instructional Materials

A District employee, a parent or guardian of a District student, an adult student, or District resident may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and

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adhered to the objectives for instructional materials set out in this policy.

2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee unless the challenged instructional resource is a supplemental instructional material selected by a classroom teacher or grade level (and not from the District curriculum) and has not already been through an informal reconsideration review. In this event, the campus principal should conduct an informal reconsideration review and make a determination regarding the instructional material. In the event the campus principal determines the instructional material is appropriate, a complainant may elect to proceed with the formal reconsideration process and the principal shall proceed with appointing a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

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All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB(LOCAL).

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, library books when used for assignments, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, ~~shall be chosen~~ which may include items from the list of resources adopted by the State Board of Education, ~~shall be chosen~~ in accordance with administrative regulations and the objectives above. Library books when used as instructional materials in a classroom shall also comply with requirements in EFB(LOCAL).

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily

lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Challenged
Resources**
Parent
Request for
Instructional Material
Review

AThe Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student, ~~a student who is 18 years of age or older, an individual employee, or any District resident may challenge an~~ may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

6. The material is not aligned with District-adopted materials; or
7. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

Reconsideration of
Instructional
Materials

A District employee, a parent or guardian of a District student, an adult student, or District resident may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to ~~challenges~~ a request for reconsideration of instructional materials:

8. ~~6.~~A complainant may raise an objection to an instructional material used in a school's educational program, despite the

fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.

9. ~~7.~~A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

10. ~~8.~~Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal ~~challenge to~~request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee unless the challenged instructional resource is a supplemental instructional material selected by a classroom teacher or grade level (and not from the District curriculum) and has not already been through an informal reconsideration review. In this event, the campus principal should conduct an informal reconsideration review and make a determination regarding the instructional material. In the event the campus principal determines the instructional material is appropriate, a complainant may elect to proceed with the formal reconsideration process and the principal shall proceed with appointing a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-

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level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain ~~self-contained~~ special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The ~~Superintendent~~ Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a ~~self-contained~~ special education classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the ~~tenth~~ 10th District business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law, except when the District is granted an extension of time. (“District business day” means a day that the District’s instructional support center is fully open to the public.)

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh District business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom. If a parent who requested installation of a camera in an eligible classroom withdraws his or her child from the District prior to the

camera being installed and active, the District shall consider the parent's request to be withdrawn.

**Installation and
Operation**

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the eligible classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes in an eligible classroom. However, audio recording of the inside of the eligible bathroom or area of the eligible classroom where a student's clothes are changed is required.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

**Retention of
Recordings**

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals and in the limited circumstances permitted by law. The following individuals may have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office. If an individual listed in items ~~2-42-4~~, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

The District is not required to provide video equipment to a campus of another district, charter school, or nonpublic school.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy.
[See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within ~~48~~24 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No

later than ~~ten District business days~~ 10 District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District's complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in limited circumstances in accordance with 19 Administrative Code 103.1303 during an appeal to the commissioner, as allowed by law.

Expedited Review for Denial of Requests

Denial of requests for installation of cameras and release of copies of video and requests for an extension of time for the installation of cameras may be subject to a request for expedited review by the commissioner of education simultaneously with the grievance process. Once an eligible request is administratively denied, the requestor may appeal the denial using the local complaint process but may also request an expedited review by the commissioner simultaneously, however, the requestor must still exhaust administrative remedies through the school district's grievance process even if the requestor opts for the expedited review process as well, in accordance with 19 Administrative Code 103.1303.

An expedited review allows a requestor to receive a preliminary judgment from the commissioner as to a decision to deny a request related to a video while at the same time respecting the school grievance process. A request for an expedited review shall be filed with the commissioner by the deadlines in law. However, the final commissioner's decision is to be based on the substantial evidence review of the school district's grievance record.

Expedited Review Exception

The expedited review process does not apply to a request to view a video.

Extension of Time

A request by a school district for an extension of time to begin the operation of a video camera shall be filed with the commissioner by the deadlines in law. The procedures governing these proceedings are found at 19 Administrative Code 103.1303 and Texas Education Code 29.022.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority. In accordance with law, the definitions of abuse and neglect specifically exclude the refusal of a person responsible for a child's care, custody, or welfare to affirm the child's expressed sexual orientation or perception of the child's gender, including a refusal to use the child's preferred name or pronouns, regardless of whether the child's name has been legally changed.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within ~~48~~24 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact

with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use (1) a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child or (2) a parent's choice of recognized alternative health care treatment or therapy for the child that could be considered as new, emerging, or nonstandard as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A ~~state or local~~ law enforcement agency, as defined in law;
2. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a

person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.
[See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report
Suspected Child
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or

3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline website: <http://www.txabusehotline.org>

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process **has been followed**:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with ~~the FFH-series~~.
2. Complaints concerning dating violence shall be submitted in accordance with ~~the FFH-series~~.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with ~~the FFH-series~~.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. ~~Complaints concerning removal to a disciplinary alternative education program shall be submitted in accordance with FOC and the Student Code of Conduct.~~
7. ~~Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.~~
8. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
9. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
10. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with

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EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

11. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
12. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
13. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
14. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
15. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

~~Extracurricular Activities~~

~~In accordance with Texas Education Code 26.001, the District is not required to address a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of Chapter 26 of the Education Code. Complaints regarding extracurricular activities shall be addressed by the appropriate campus administrator and appealed to the campus principal. The decision of the campus principal shall be final.~~

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications **and on the District's website.**

~~Guiding Principles~~

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other **appropriate campus or District** administrator who has the authority to address the concerns. Concerns should be expressed as soon

as possible to allow early resolution at the lowest possible administrative level.

~~Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except~~ **Filing Deadlines**

After Informal Process

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

- Ninety calendar days to file a complaint from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; or
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

No Prior Informal Process

If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance to file a complaint using the appropriate forms.

Deadline Extensions

Because deadlines are substantive and not procedural, deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.~~

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

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~~Freedom from Retaliation~~ The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board's or Board committee's decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax,~~ or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling ~~Conferences~~ Hearings

The District shall make reasonable attempts to schedule ~~conferences~~ **hearings** at a mutually agreeable time. If a ~~student or parent~~ **complainant** fails to appear at a scheduled ~~conference~~ **hearing**, the District may ~~dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint,~~ **hold the hearing and issue a decision in the complainant's absence.**

Decision

A "decision" shall mean a written communication to the complainant from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

Response

~~At Levels One, Two, and Three, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses~~ **The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Four, the decision shall include information on submitting an appeal to the commissioner.**

A decision may be hand-delivered, sent by electronic communication to the ~~student's or parent's~~ **complainant's** email address of record, or sent by U.S. Mail to the ~~student's or parent's~~ **complainant's** mailing address of record. Mailed

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~~responses~~ **decisions** shall be timely if they are postmarked by U.S. Mail on or before the deadline. ¶

~~Days~~ ¶

~~“Days” shall mean District business days in accordance with the District’s school calendar, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”~~

Representative

“Representative” shall mean any person who or organization that is designated by the ~~student or parent~~ **complainant** to represent the ~~student or parent~~ **complainant** in the complaint process. A student may be represented by an adult at any level of the complaint.

The ~~student or parent~~ **complainant** may designate a representative through written notice to the District at any level of this process. ~~If the student or parent~~ **The representative may participate in person or by telephone conference call.** If the complainant designates a representative with fewer than three **business** days’ notice to the District before a scheduled ~~conference or hearing~~, the District may reschedule the ~~conference or hearing~~ to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process ~~regardless of the student’s or parent’s representation.~~

Consolidating Complaints

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file~~ **To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from any an event or series of events that have been or could have been addressed in a previous complaint.** ¶

~~Untimely Filings~~ ¶

~~All time limits shall be strictly followed unless modified by mutual written consent.~~ ¶

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness~~ **related events shall be consolidated.**

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Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted ~~in writing~~ on a form provided by the District.

Copies of any documents that support the complaint should be ~~attached to~~ **included with** the complaint form. If the ~~student or parent complainant~~ does not have copies of these documents, copies may be presented at the Level One ~~conference~~ **hearing**. After the Level One ~~conference~~, ~~no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference~~ **hearing, the complainant may supplement the record with additional documents or include additional claims.**

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision. **If records or issues are added at any level to the record, the complaint or appeal may be remanded in accordance with this policy.**

Remand

A complaint or appeal form that is incomplete in any material aspect ~~may~~ **shall** be ~~dismissed but may be refiled with all the required information if the refiling is within the designated time for filing~~ **refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.**

If an adequate record has not been developed due to the addition of new issues or any other reason, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed due to the addition of new records or issues or any other reason

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

~~Level One~~

~~Complaint forms must be filed:~~

- ~~16. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~
- ~~17. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~In most circumstances, students and parents shall file Level One complaints with the campus principal.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~**Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.**~~

~~**Investigation**~~

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

~~Complaint Levels~~

~~Level One~~

~~At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint or on a later date selected by mutual written consent. The hearing officer may set reasonable time limits for the hearing.~~

~~The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the~~

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hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the ~~student or parent~~complainant did not receive the relief requested at Level One or if the time for a ~~response~~decision has expired, the ~~student or parent~~complainant may request a ~~conference with the appropriate central office administrator~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level One ~~response~~decision or, if no response was received, within ~~ten~~decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~hearing officer shall prepare and forward a record of the Level One complaint to the Level Two administrator. The ~~student or parent may request~~hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

18. The original complaint form and any attachments.
19. ~~All~~Any other documents submitted by the ~~student or parent~~complainant at Level One.
20. ~~The~~If the complaint is against a District employee, the written response of the District employee, if any.
21. The decision issued at Level One and any attachments.
22. All other documents relied upon by the Level One ~~administrator~~hearing officer in reaching the Level One decision.

The ~~Level Two administrator shall schedule a conference within ten~~hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed* ~~conference shall be limited to the i~~ *or on a later date selected by mutual written consent.
~~ssues and documents considered at Level One. At the conference,~~
~~the student or parent may provide information concerning any~~
~~documents or information relied upon by the administration for the~~
~~Level One decision. The Level Two administrator may set~~
~~reasonable time limits for the conference~~ The hearing officer may set reasonable time limits for the hearing.

The ~~Level Two administrator~~hearing officer shall provide the ~~student or parent a written response within ten~~complainant a

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~~decision within 20 calendar days following the conference. The written response shall set forth the basis of the decision hearing.~~ In reaching a decision, the ~~Level Two administrator~~ **hearing officer** may consider the Level One record, **any additional** information provided ~~at prior to the Level Two conference hearing,~~ and any other relevant documents or information the ~~Level Two administrator~~ **hearing officer** believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~ **hearings**, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the ~~student or parent~~ **complainant** did not receive the relief requested at Level Two or if the time for a ~~response~~ **decision** has expired, the ~~student or parent~~ **complainant** may request a ~~conference with the Superintendent or designee~~ **hearing at Level Three** to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ **20 calendar** days of the date of the ~~written Level Two response~~ **decision** or, if no response was received, within ~~ten~~ **decision has been communicated to the complainant, within 20 calendar** days of the Level Two ~~response~~ **decision** deadline.

After receiving notice of the appeal, the Level Two ~~administrator~~ **hearing officer** shall prepare and forward a record of the Level Two ~~appeal~~ **complaint** to the Level Three ~~administrator.~~ **ff**
~~The student or parent may request~~ **hearing officer and provide a copy of the Level Two record: to the complainant.**

The Level Two record shall include:

23. The Level One record.
24. The notice of appeal from Level One to Level Two.
25. ~~The written response~~ **Any other documents submitted by the complainant at Level Two.**
26. **The decision** issued at Level Two and any attachments.
27. All other documents relied upon by the ~~administration~~ **Level Two hearing officer** in reaching the Level Two decision.

The ~~Superintendent or designee~~ shall schedule a conference ~~within ten~~ **hearing officer shall hold a hearing within 10 calendar** days after the appeal notice is filed* ~~conference shall be limited~~

***or on a later date selected by mutual written consent**

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~~to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Superintendent or designee may set reasonable time limits for the conference. The hearing officer may set reasonable time limits for the hearing.~~

The ~~Superintendent or designee~~ hearing officer shall provide the student or parent a written response within ten ~~ten~~ complainant a decision within 20 calendar days following the conference. The written response shall set forth the basis of the decision ~~hearing~~. In reaching a decision, the Superintendent or designee ~~hearing officer~~ may consider the Level One and Level Two records, ~~record~~, any additional information provided at ~~prior to~~ the Level Three ~~conference~~ hearing, and any other relevant documents or information the Superintendent or designee ~~hearing officer~~ believes will help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three hearings, if any, shall be maintained with the Level Two and Level Three records.

Level Four

If the ~~parent or student~~ complainant did not receive the relief requested at Level Three or if the time for a ~~response~~ decision has expired, the ~~parent or student~~ complainant may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Three ~~response~~, decision or, if no ~~response was received~~, within ~~ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Three ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint shall be on the agenda for submission to the Board.~~

~~The Superintendent or designee shall provide to the Board the record of the Level Three appeal. The student or parent~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Three decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Three decision was made.

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The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Three appeal. The complainant may request a copy of the Level Three record.

The Level Three record shall include:

28. The Level One record.
29. The Level Two record.
30. The notice of appeal from Level Two to Level Three.
31. ~~The written response~~ Any other documents submitted by the complainant at Level Three.
32. The decision issued at Level Three and any attachments.
33. All other documents relied upon by the administration in reaching the Level Three decision.

~~The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing. complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]~~

~~The~~At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~student or parent~~ complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Four presentation. The Level Four presentation,

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including the presentation by the ~~student~~ **complainant** or ~~parent or the student's~~ **the complainant's** representative, any presentation from the administration, and questions from ~~the Board~~ **members** with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.~~

~~The District shall determine whether the complaint shall be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~ shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be ~~filed~~ submitted in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be ~~filed~~ submitted in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

~~Guiding Principles~~

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

Deadline Extensions

Because deadlines are substantive and not procedural, deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level. The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.~~

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board's or Board committee's decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax,~~ or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling ~~Conferences~~ Hearings

The District shall make reasonable attempts to schedule ~~conferences~~ **hearings** at a mutually agreeable time. If the ~~individual complainant~~ fails to appear at a scheduled ~~conference~~ **hearing**, the District may ~~dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.~~ **hold the hearing and issue a decision in the complainant's absence.**

Decision

A "decision" shall mean a written communication to the complainant from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

~~Response~~

~~At Levels One, Two, and Three, "response" shall mean a written communication to the individual from the appropriate administrator.~~

~~Responses~~ The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Four, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the ~~individual's~~ complainant's email address of record, or sent by U.S. Mail to the ~~individual's~~ complainant's mailing address of record. Mailed ~~responses~~ decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

~~Days~~

~~"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

Representative

"Representative" shall mean any person who or organization that is designated by ~~an individual~~ a complainant to represent the ~~individual~~ complainant in the complaint process.

The ~~individual~~ complainant may designate a representative through written notice to the District at any level of this process. ~~If the individual~~ The representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three business days' notice to the District before a scheduled ~~conference or~~ hearing, the District may reschedule the ~~conference or~~ hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating Complaints

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from any an event or series of events that have been or could have been addressed in a previous complaint.~~

~~Untimely Filings~~

~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the~~

~~complaint was dismissed. Such appeal shall be limited to the issue of timeliness.~~ **related events shall be consolidated.**

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted ~~in writing~~ on a form provided by the District.

Copies of any documents that support the complaint should be ~~attached to~~ **included with** the complaint form. If the ~~individual complainant~~ **individual complainant** does not have copies of these documents, ~~they~~ **copies** may be presented at the Level One ~~conference~~ **hearing**. After the Level One ~~conference~~, ~~no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference~~ **hearing**, the complainant may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision. **If records or issues are added at any level to the record, the complaint or appeal may be remanded in accordance with this policy.**

Remand

A complaint or appeal form that is incomplete in any material aspect may ~~shall be dismissed but may be refiled with all the~~ **shall be dismissed but may be refiled with all the** if the refileing is within the designated time for filing. ~~refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.~~

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

~~Level One~~

~~Complaint forms must be filed:~~

- ~~3. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~
- ~~4. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~**Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator**~~**Investigation**

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

Complaint Levels

Level One

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint or on a later date selected by mutual written agreement. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the ~~individual~~ **complainant** did not receive the relief requested at Level One or if the time for a ~~response decision~~ has expired, ~~he or she~~ **the complainant** may request a ~~conference with the appropriate central office administrator~~ **hearing at Level Two** to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ **20 calendar** days of the date of the ~~written~~ Level One ~~response decision~~ or, if no ~~response was received~~, within ~~ten~~ **20** ~~decision has been communicated to the complainant~~, within **20 calendar** days of the Level One ~~response decision~~ deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ **hearing officer** shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The individual may request~~ **hearing officer and provide** a copy of the Level One record **to the complainant**.

The Level One record shall include:

5. The original complaint form and any attachments.
6. ~~All~~ **Any** other documents submitted by the ~~individual~~ **complainant** at Level One.
7. ~~The~~ **If the complaint is against a District employee, the** written response ~~of the District employee, if any.~~
8. ~~The~~ **decision** issued at Level One and any attachments.
9. All other documents relied upon by the Level One ~~administrator~~ **hearing officer** in reaching the Level One decision.

The ~~Level Two administrator~~ shall ~~schedule a conference within ten~~ **hearing officer shall hold a hearing within 10 calendar** days after the appeal notice is filed* The ~~conference shall be limited to the issues and documents considered at Level One. At the conference,~~ **the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference** ~~hearing officer may set reasonable time limits for the hearing.~~

*or on a later date selected by mutual written agreement.

The ~~Level Two administrator~~ **hearing officer** shall provide the ~~individual a written response within ten~~ **complainant a decision within 20 calendar** days following the ~~conference~~. ~~The written response shall set forth the basis of the decision~~ **hearing**. In reaching a decision, the ~~Level Two administrator~~ **hearing officer** may consider the Level One record, **any additional** information

provided ~~at prior to~~ the Level Two ~~conference~~ ~~hearing~~, and any other relevant documents or information the ~~Level Two administrator~~ ~~hearing officer~~ believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~ ~~hearings~~, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the ~~individual~~ ~~complainant~~ did not receive the relief requested at Level Two or if the time for a ~~response~~ ~~decision~~ has expired, ~~he or she~~ ~~the complainant~~ may request a ~~conference with the Superintendent or designee~~ ~~hearing at Level Three~~ to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ ~~20 calendar~~ days of the date of the ~~written~~ Level Two ~~response~~ ~~decision~~ or, if no ~~response was received~~, within ~~ten~~ ~~decision has been communicated to the complainant~~, within ~~20~~ ~~calendar~~ days of the Level Two ~~response~~ ~~decision~~ deadline.

After receiving ~~the~~ notice of the appeal, the Level Two ~~administrator~~ ~~hearing officer~~ shall prepare and forward a record of the Level Two ~~appeal~~ ~~complaint~~ to the ~~Superintendent or designee~~.

~~The individual may request~~ ~~Level Three hearing officer and provide~~ a copy of the Level Two record ~~to the complainant~~.

The Level Two record shall include:

10. The Level One record.
11. The notice of appeal from Level One to Level Two
12. ~~Any other documents submitted by the complainant at Level Two.~~
13. The written response issued at Level Two and any attachments.
14. All other documents relied upon by the ~~administration~~ ~~Level Two hearing officer~~ in reaching the Level Two decision.

The ~~Superintendent or designee~~ ~~shall schedule a conference~~ ~~within ten~~ ~~hearing officer shall hold a hearing within 10 calendar~~ days after the appeal notice is filed* The ~~conference shall be~~ limited to the issues and documents considered at Level One and Two and identified in the ~~Level Three~~ appeal notice. At the ~~conference~~, the individual may provide information concerning any documents or information relied upon by the ~~administration~~ for the Level Two

*or on a later date selected by mutual written agreement.

~~decision. The Superintendent or designee may set reasonable time limits for the conference.~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the individual a written response within ten ~~ten~~ complainant a decision within 20 calendar days following the conference. The written response shall set forth the basis of the decision ~~hearing~~. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One and Level Two records, record, any additional information provided at prior to the Level Three conference ~~hearing~~, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three hearings, if any, shall be maintained with the Level Two and Level Three records.

Level Four

If the individual ~~complainant~~ did not receive the relief requested at Level Three or if the time for a ~~response~~ decision has expired, ~~the individual~~ he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Three ~~response~~ decision or, if no ~~response~~ was received, ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Three ~~response~~ decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Three decision.

~~The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for submission to the Board.~~ ¶

~~The Superintendent or designee shall provide the Board the record of the Level Three appeal. The individual~~ After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Three decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Three appeal. The complainant may request a copy of the Level Three record.

The Level Three record shall include:

15. The Level One record.
16. The Level Two record.
17. The notice of appeal from Level Two to Level Three.
18. ~~The written response issued at Level Three and any attachments.~~ ¶
19. ~~All other documents relied upon submitted by the administration in reaching the complainant at Level Three decision.~~
20. ~~The appeal shall be limited to the issues and documents considered decision issued at Level Three, except that if at the Level Four hearing and any attachments.~~
21. All other documents relied upon by the administration ~~intends to rely on evidence not included in the Level Three record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing in reaching the Level Three decision.~~

~~The District shall determine whether~~ complainant may request that the complaint ~~will be presented~~ heard in open or closed meeting. ~~in accordance with~~ The District shall honor that request unless the Texas Open Meetings Act ~~and/or~~ other applicable law requires otherwise. [See BE]

~~The~~ At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~individual~~ complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Four presentation. The Level Four presentation,

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(LOCAL)

including the presentation by the ~~individual complainant or his or her~~ **complainant's** representative, any presentation from the administration, and questions from ~~the Board members~~ with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.~~ **or Board committee** shall then consider the complaint. It ~~may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.~~

~~The District shall determine whether the complaint shall be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~ **shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.**