

**Notice of Regular Board Meeting  
by Videoconference or Telephone Call  
Board of Trustees  
Thursday, April 4, 2024**

A Regular Board Meeting of the Board of Trustees will be held on Thursday, April 4, 2024, 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 March 28, 2024 at 4:00 p.m.*

**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.

**MEETING OPENING:** Call to Order, Invocation and Pledge of Allegiance, District's Vision and Mission Statement.

**1. REMARKS AND 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.

**2. RECOGNITIONS**

A. The Board will recognize two recipients of the April 2024 Bringing Out the Best award.

B. The Board will recognize the 2023 National-Board Certified Teachers.

C. The Board will recognize students who were National Qualifiers, Gold Award Recipients and Silver Award Recipients at the 40th Annual Teach Tomorrow Summit.

### **3. BOARD COMMENTS**

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.

### **4. CITIZEN PARTICIPATION**

A. 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.

### **CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON THURSDAY, APRIL 4, 2024.**

### **5. REPORTS**

A. The administration will provide a report on the Cypress-Fairbanks ISD Demographic Update completed by Population and Survey Analysts (PASA).

B. The administration will provide a progress report on Goal 4: Communication and Community Relations, Objectives 1-3 of the Board Monitoring System.

C. The administration will provide an update on the general operating budget for the 2024-2025 school year.

### **6. CONSENT AGENDA**

A. The Board will consider approving the minutes of the March 4, 2024, Regular Board Meeting.

B. The Board will consider approving on second reading additions, revisions, or deletions to district policies.

1. FL (Local) Student Records (Revise)

C. The Board will consider approving the CenterPoint Energy Houston Electric, LLC blanket utility easement to provide underground electrical service at the existing Holbrook Elementary School and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

D. 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:

1. 2022 Cy-Fair HS Renovation

2. 2023 ELC 1, ELC 2, ELC Barker Cypress & Falcon Annex Renovations

E. The Board will consider approving and authorizing the Superintendent or designee to enter into the miscellaneous professional service contracts related to the 2022 Cy-Fair HS Renovation project.

F. The Board will consider approving a resolution to join and participate in an Interlocal Agreement

with the Region 4 Education Service Center and authorize the superintendent or designee to execute all necessary documents related to the interlocal agreement.

## **7. NON-CONSENT AGENDA**

- A. The Board will consider the adoption of an Order Authorizing the Issuance of the Cypress-Fairbanks Independent School District Unlimited Tax School Building and Refunding Bonds, which May be Issued in One of More Series; Levying a Tax 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 superintendent's contract recommendations to issue probationary, term, and annual contracts for the 2024-2025 school year for teachers, administrators, and professionals.
- C. The Board will consider the administration's recommendation for the naming of Elementary School #59.
- D. The Board will consider approving the district instructional material recommendations for classroom use in the 2024-2025 school year:
  1. Instructional material recommendation for Science, Kindergarten-Grade 8: *HMH Into Science Texas, Grades K-8*
  2. Instructional material recommendation for Biology course: *Savvas Learning Company Texas, Miller & Levine Experience Biology*
  3. Instructional material recommendation for Chemistry course: *Savvas Learning Company Texas Experience Chemistry*
  4. Instructional material recommendation for Physics course: *McGraw-Hill School Division McGraw-Hill Texas Physics*
  5. Instructional material recommendation for Integrated Physics & Chemistry course: *Accelerate Learning Inc. STEMscopes Science TX – IPC*
  6. Instructional material recommendation for Environmental Science course: *Cengage Learning Inc. Environmental Science: Sustaining Your World, Texas Edition*
  7. Instructional material recommendation for Earth Systems course: *Cengage Learning Inc. Earth Systems, Texas Edition*
  8. Instructional material recommendation for Astronomy course: *Cengage Learning Inc. Foundations of Astronomy*
  9. Instructional material recommendation for Aquatics course: *Cengage Learning Inc. Oceanography: An Invitation to Marine Science HS Edition*
  10. Instructional material recommendation for Child Development course: *CEV Multimedia LTD iCEV Child Development (Individual Course)*
  11. Instructional material recommendation for Principles of Education & Training course: *Goodheart-Willcox Company Teaching*
  12. Instructional material recommendation for Instructional Practices course: *The Curriculum Center for Family & Consumer Sciences Instructional Practices*
  13. Instructional material recommendation for Principles of Applied Engineering course: *eDynamic Holdings LP Applied Engineering 1a/1b*
  14. Instructional material recommendation for Health Science Theory Clinicals course: *Cengage Learning Inc. DHO Health Science*
  15. Instructional material recommendation for Anatomy & Physiology course: *McGraw-Hill School Division Holes Essentials of Human Anatomy & Physiology*
  16. Instructional material recommendation for Forensic Science course: *Cengage Learning Inc.*

*Forensic Science: Fundamentals and Investigations*

17. Instructional material recommendation for Medical Terminology course: *Cengage Learning Inc. Medical Terminology for Health Professions*

18. Instructional material recommendation for Pathophysiology course: *eDynamic Holdings LP Pathophysiology 1a/1b*

19. Instructional material recommendation for Food Science K course: *CEV Multimedia Ltd iCEV Food Science (Individual Course)*

20. Instructional material recommendation for Engineering Design & Presentation I course: *CEV Multimedia Ltd. iCEV Engineering Design & Presentation I (Individual Course)*

21. Instructional material recommendation for Engineering Design & Presentation II course: *CEV Multimedia Ltd. iCEV Engineering Design & Presentation I (Individual Course)*

22. Instructional material recommendation for Computer Science I course: *Code HS Texas Computer Science I*

23. Instructional material recommendation for Computer Science II course: *Compusolar Java, Java Programming*

24. Instructional material recommendation for Communication & Technology in Education course: *The Curriculum Center for Family & Consumer Sciences Communication and Technology in Education*

25. Instructional material recommendation for Personal Financial Literacy plus Economics course: *McGraw-Hill School Division Personal Finance High School Edition*

E. The Board will consider adopting a Resolution to Modify Adjustment in Comptroller's Property Value Assignment for Granting a Local Optional Homestead Exemption.

F. The Board will consider approving the superintendent's recommendation to give notice to Dana Hoff that her employment with the District under a probationary contract is proposed for termination and authorize the President of the Board to notify Ms. Hoff of the proposed action pursuant to 21.104 of the Texas Educator Code. [This item may be discussed in closed session pursuant to Section 551.074.]

G. The Board will consider approving the superintendent's recommendation to give notice to Devonte Glover that his employment with the District under a probationary contract is proposed for termination and authorize the President of the Board to notify Mr. Glover of the proposed action pursuant to 21.104 of the Texas Educator Code. [This item may be discussed in closed session pursuant to Section 551.074.]

H. The Board will consider making a determination that good cause did not exist as required by law for James Jackson, Alanna Walker, Rituparna Basu, and Sudhir Sekharan to resign their respective employment contracts. [This item may be discussed in closed session pursuant to Section 551.074.]

**8. INFORMATION ITEMS**

A. Board committee updates.

B. Recap of Board member requests for information.

**9. DISCUSSION**

A. The administration will discuss the Districtwide Intruder Detection Audit Report findings. [This item may be discussed in closed session pursuant to Section 551.076 of the Texas Government Code.]

B. The Board will discuss and receive legal advice from the general counsel regarding local policy CW. [This item may be discussed in closed session pursuant to Section 551.071.]

**10. 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.

**11. 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 March 28, 2024 at 4:00 p.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.

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For the Board of Trustees



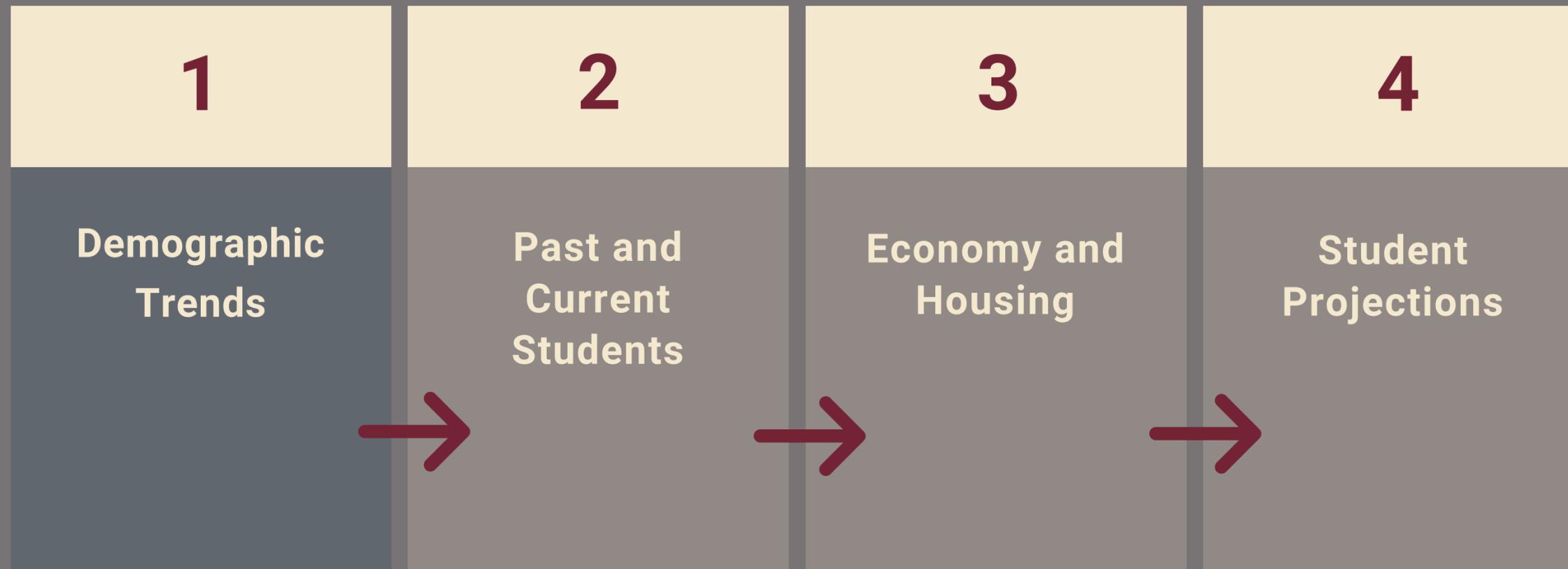
Population &  
Survey Analysts  
[www.pasatx.com](http://www.pasatx.com)

# Cypress-Fairbanks ISD Demographic Study

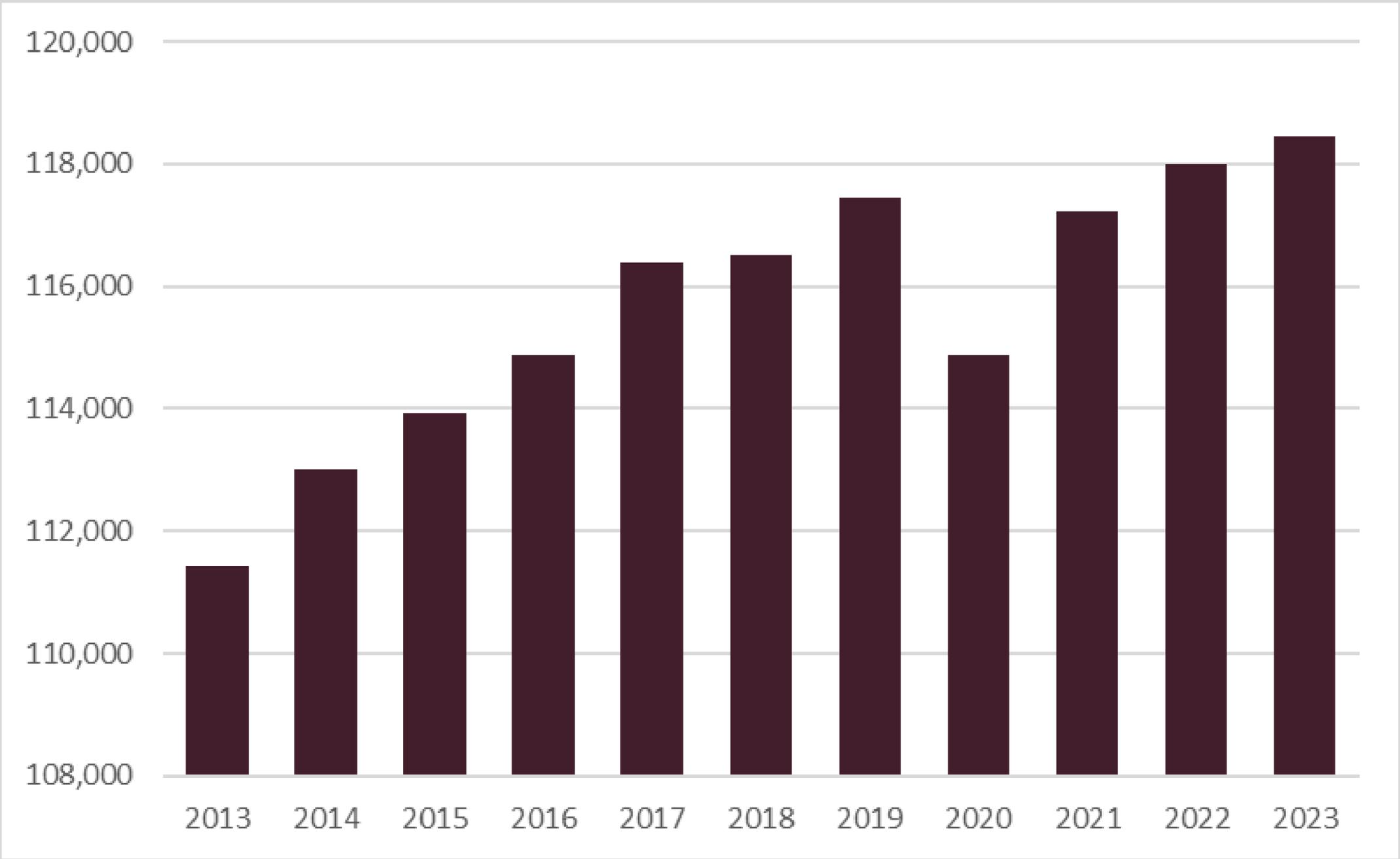
## Spring 2024



## Demographic Study Components



# Historical Enrollment

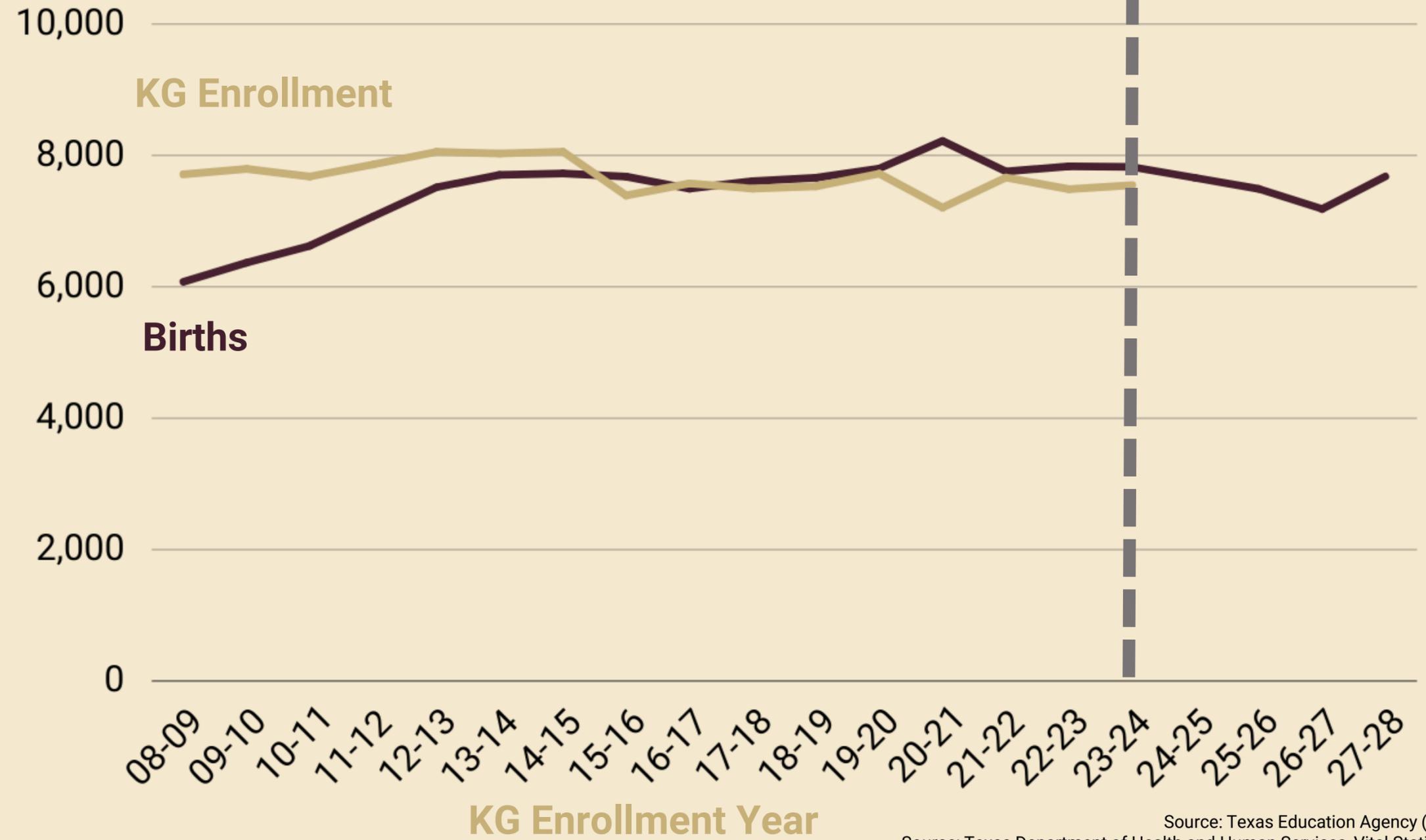


**118,470**

October 27, 2023  
Enrollment

Source: Texas Education Agency (TEA)

# KG Enrollment vs. Births



Source: Texas Education Agency (TEA)  
Source: Texas Department of Health and Human Services, Vital Statistics

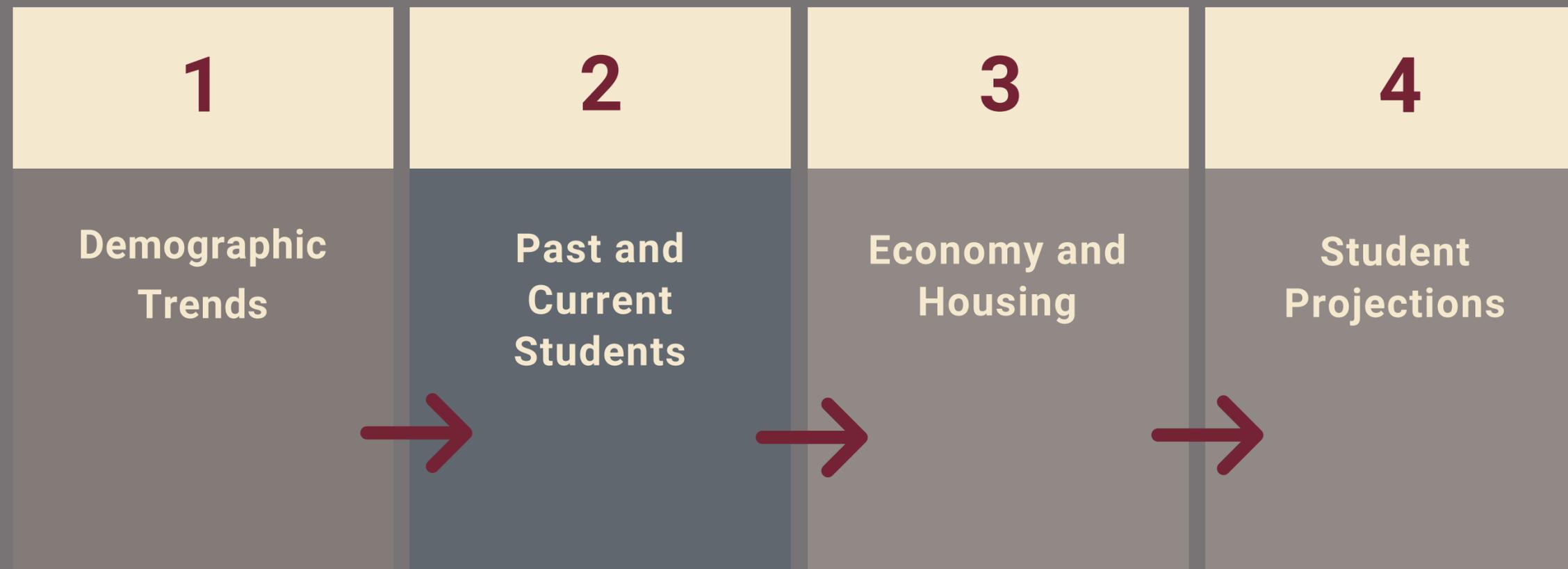
Difference between two lines shows in-migration of young children after birth

Births adjusted 5 years to align with KG Enrollment

Births by Zip Code of Birth Mother

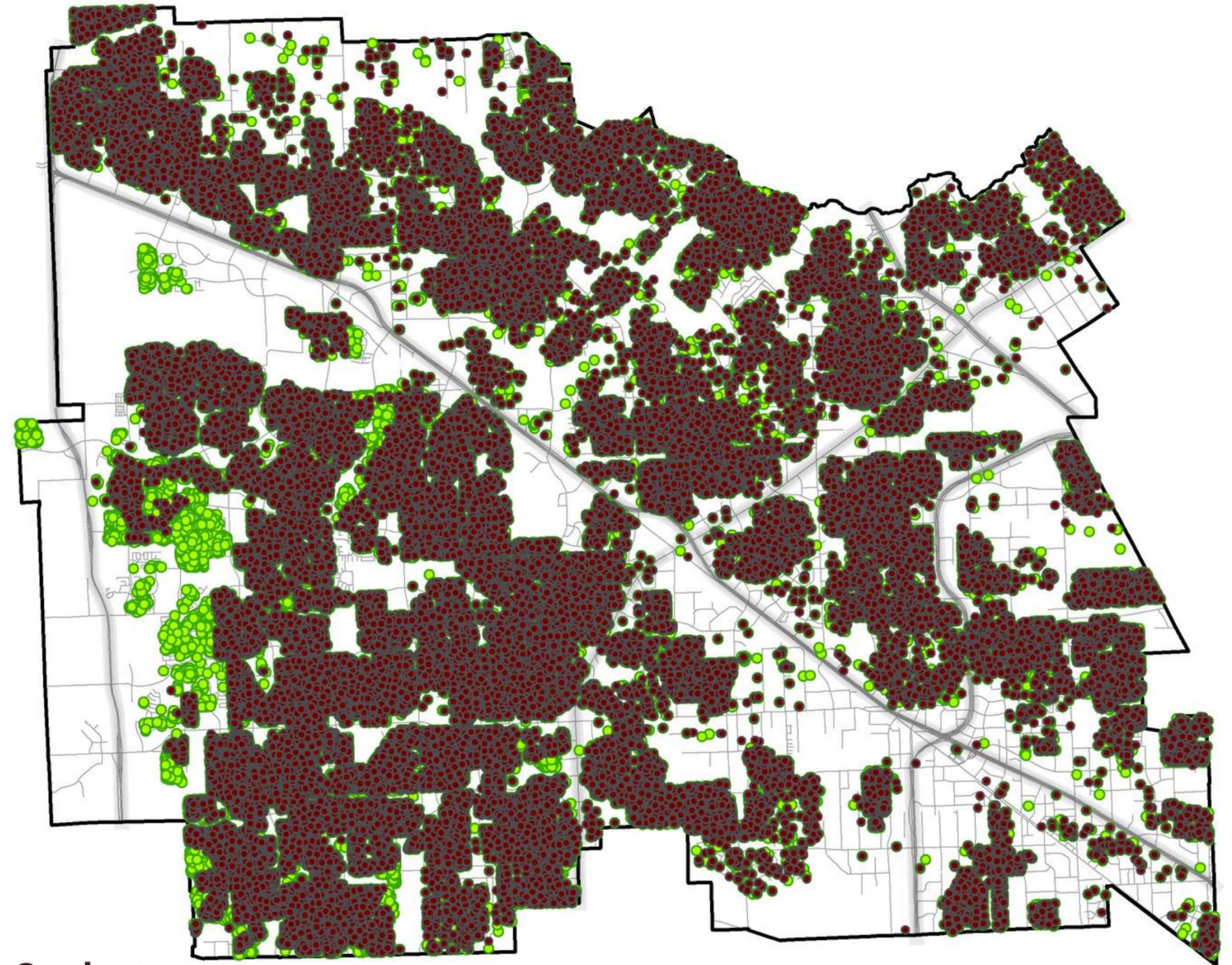


## Demographic Study Components



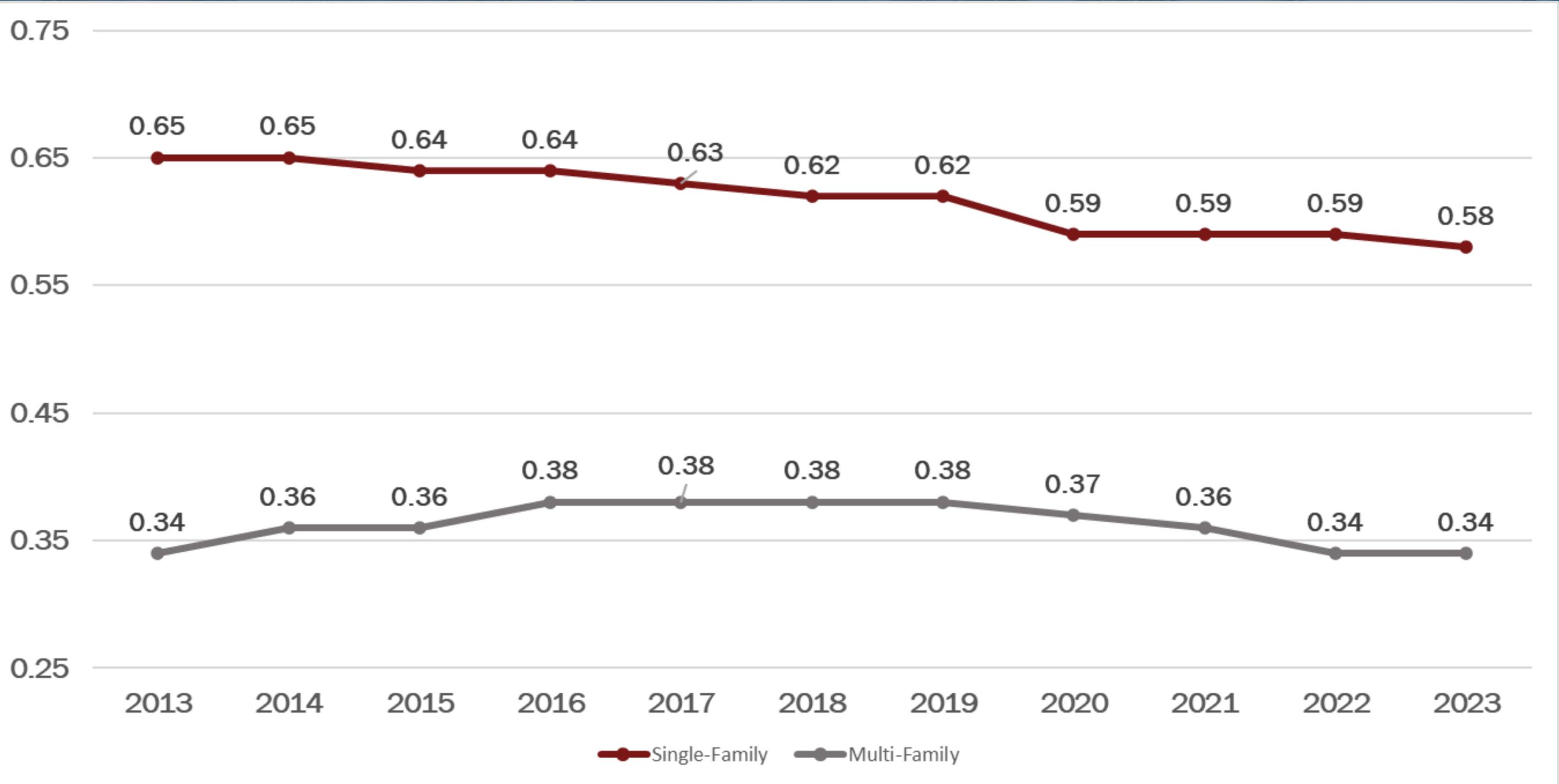
# Student Geocode

- Place each student on the map
  - 99% accuracy
  - Starting point for projections
- Green areas highlight  
new students that  
didn't exist in 2020-21**



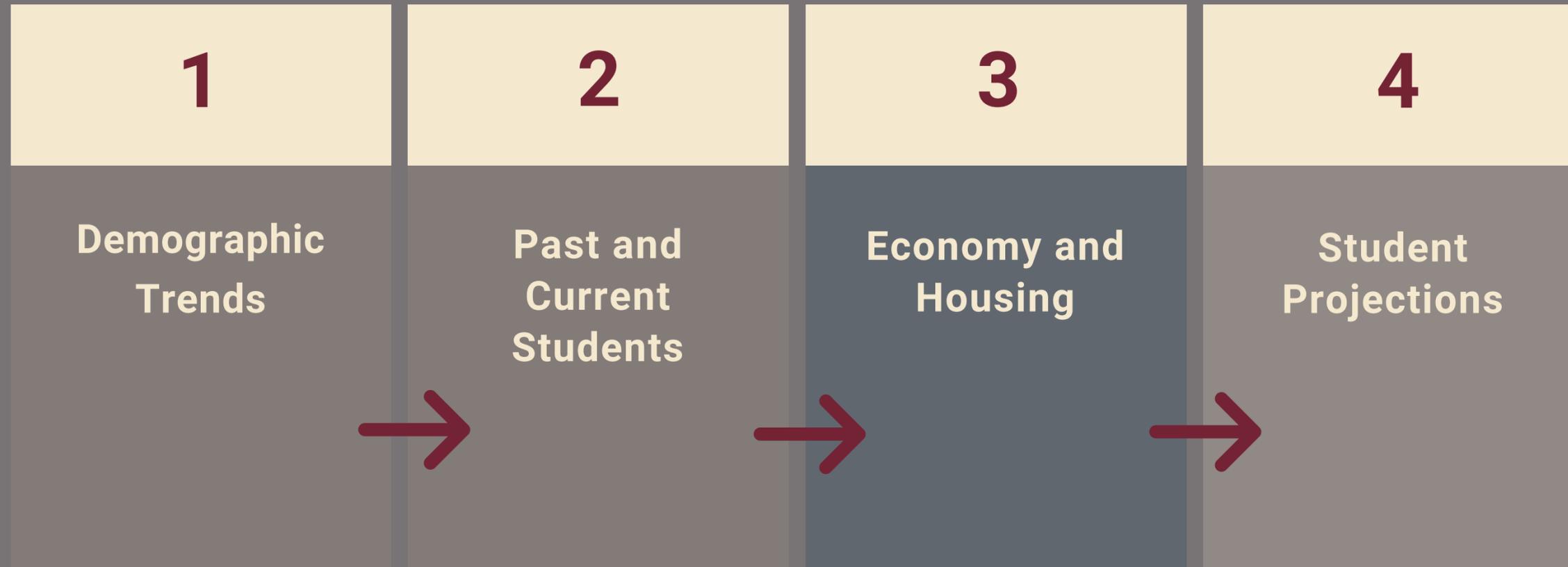
- 2020-21 Students
- 2023-24 Students

# Historical Students Per Home





## Demographic Study Components



# Recent Housing Market Trends

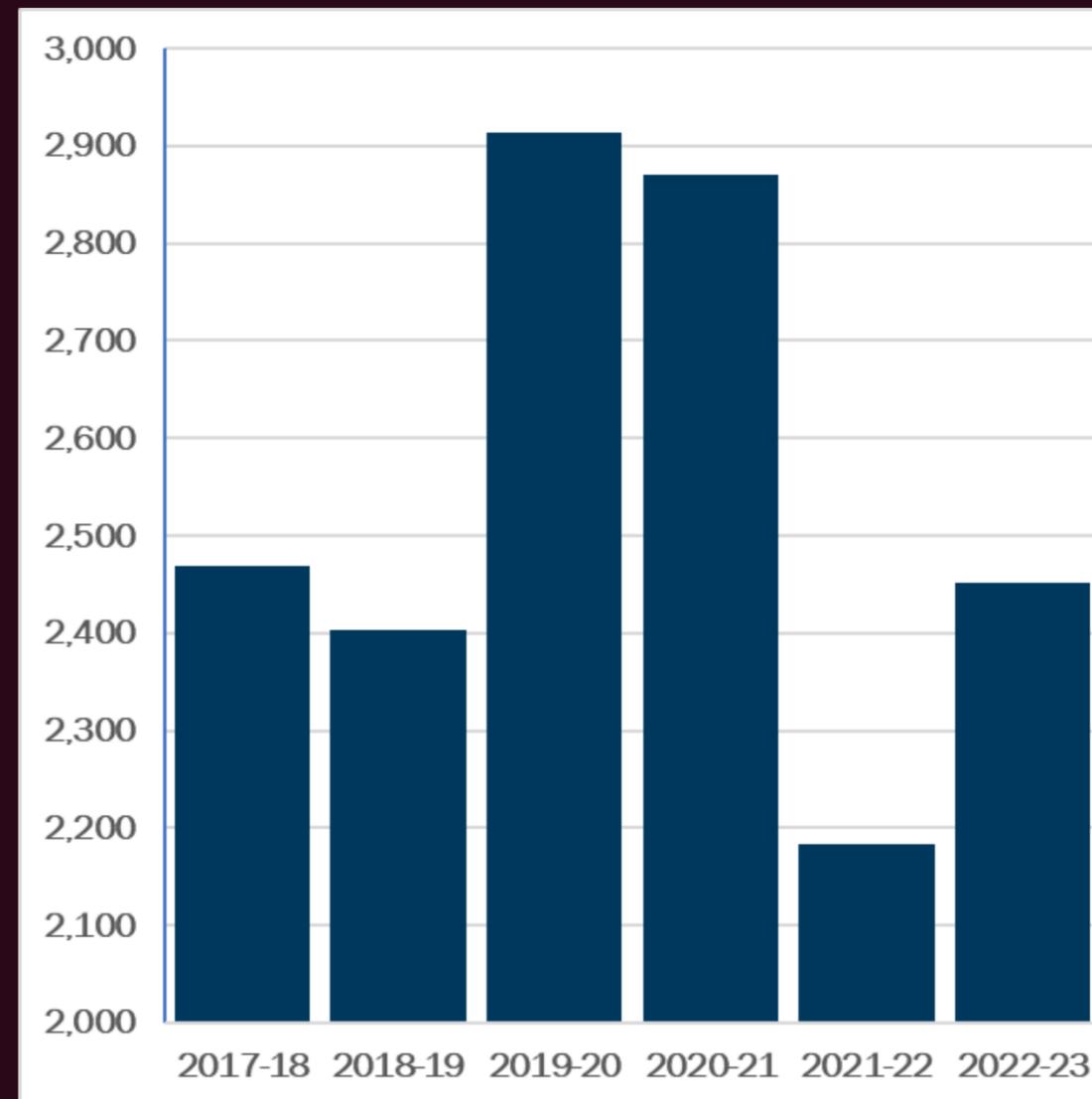


**Robust  
2020 & 2021**



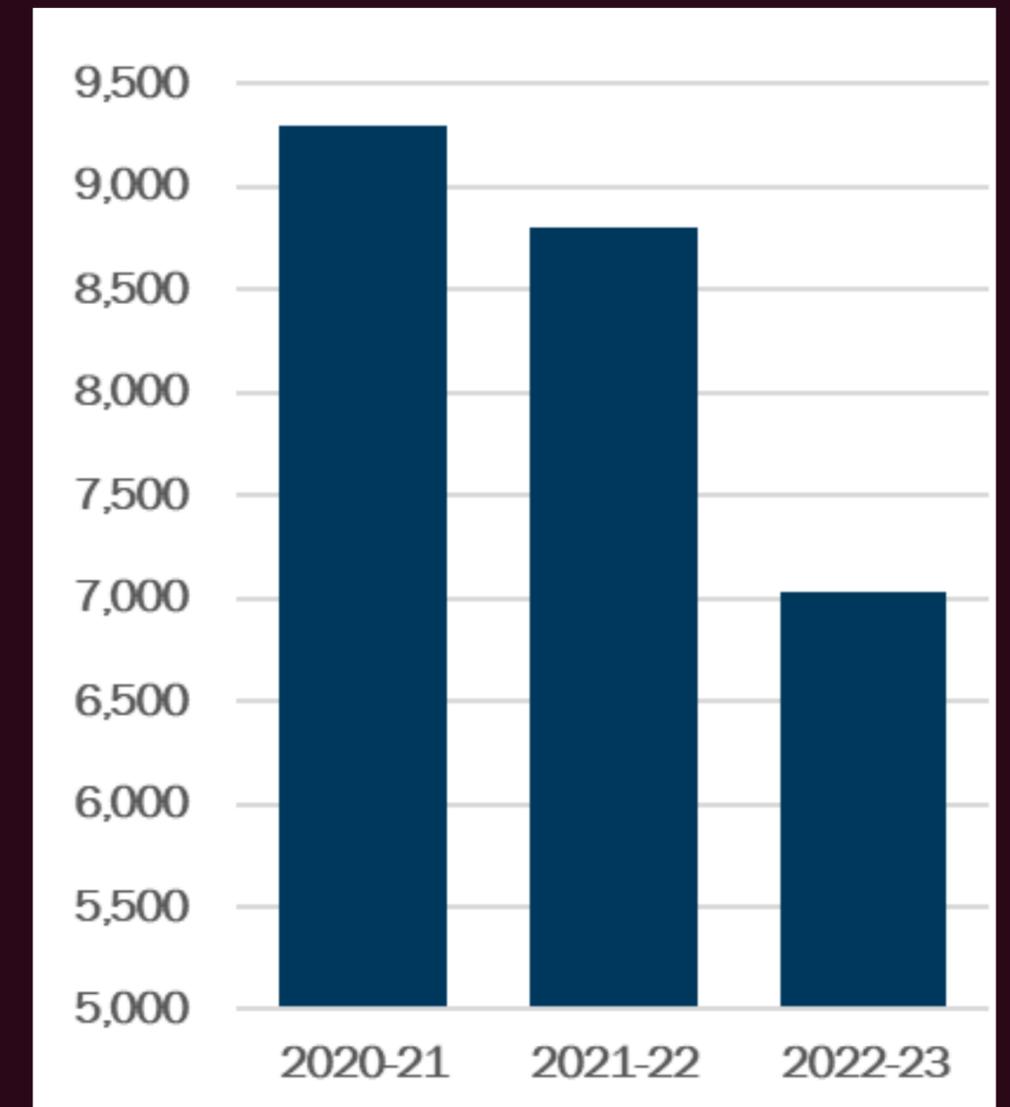
**Cooling  
2022 & 2023**

## New Home Construction (Annual Closings)



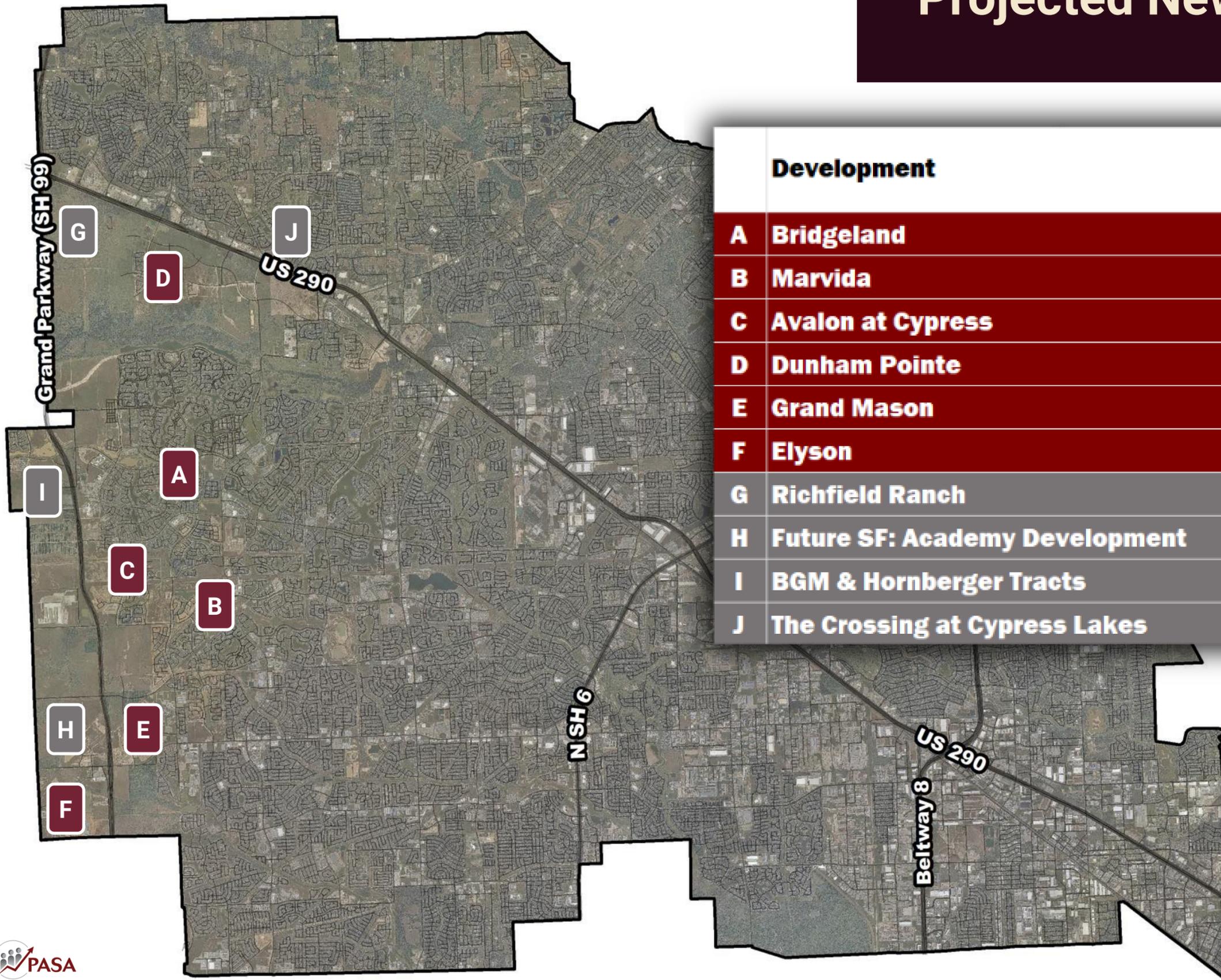
Source: Zonda

## Home Resales (Annual Closings)



Source: Multiple Listing Service (MLS)

# Projected New Single-Family Occupancies



	Development	Units Projected	Currently Occupied	Status
A	Bridgeland	1,710	6,833	Developing
B	Marvida	1,513	1,104	Developing
C	Avalon at Cypress	1,487	154	Developing
D	Dunham Pointe	1,337	279	Developing
E	Grand Mason	1,184	150	Developing
F	Elyson	550	0	Developing
G	Richfield Ranch	825	0	Coming Soon
H	Future SF: Academy Development	750	0	Coming Soon
I	BGM & Hornberger Tracts	610	0	Coming Soon
J	The Crossing at Cypress Lakes	503	0	Coming Soon

# Multi-Family Projections

**18,438**

multi-family  
occupancies  
projected in  
10 years

**22**

developments  
leasing-up or  
under  
construction

**5,091**

units to be added  
from these  
complexes in  
next five years

**52%**

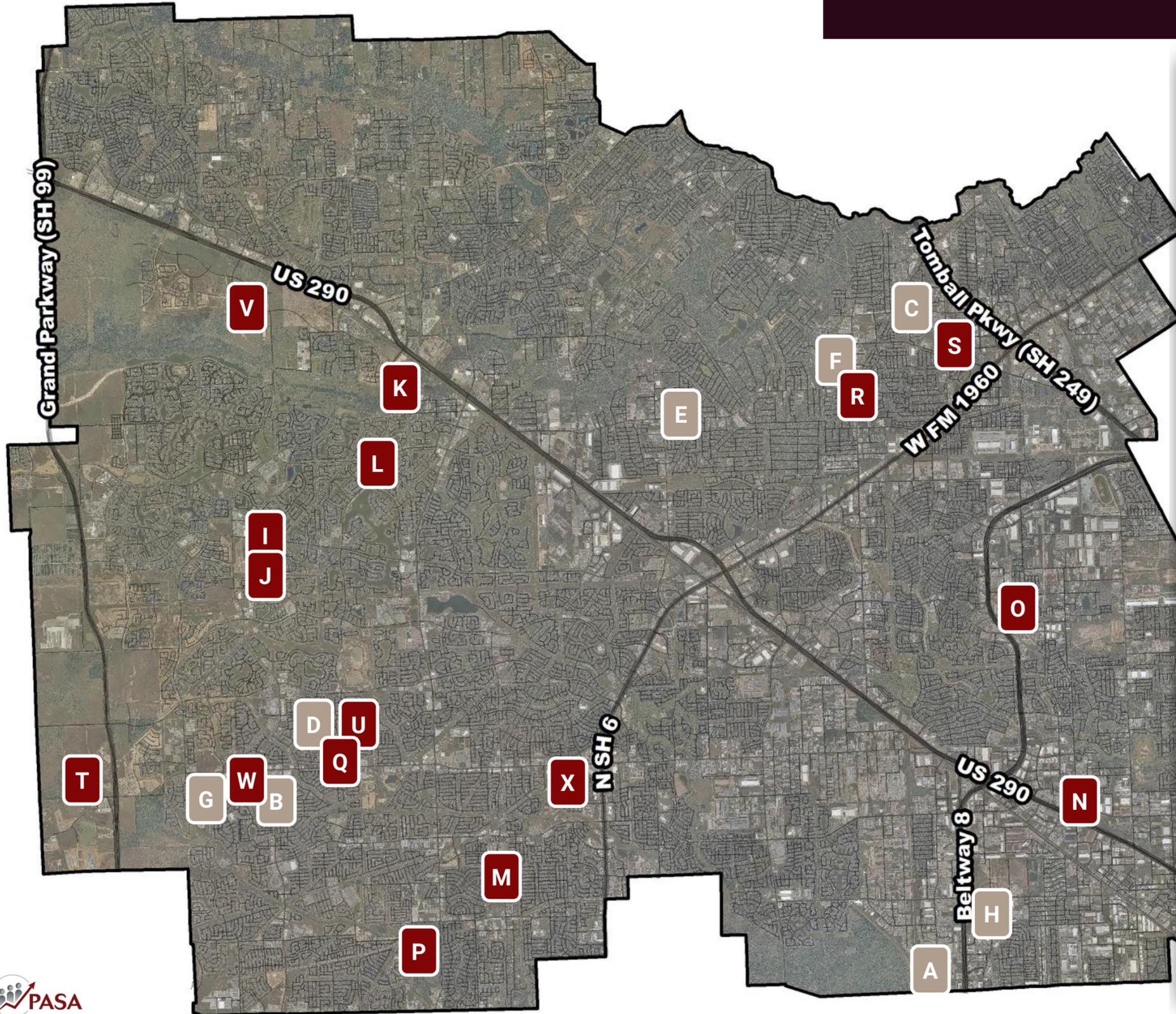
of total projected  
new housing

**30%**

of total students  
projected from  
new housing

# Projected New Multi-Family Developments

Total Units at Lease-Up



Development	Status	Units
<b>A Allora Bear Creek</b>	<b>Leasing Up</b>	<b>324</b>
<b>B Alta Cypress Springs</b>	<b>Leasing Up</b>	<b>330</b>
<b>C Birchway Perry Road</b>	<b>Leasing Up</b>	<b>462</b>
<b>D Fidelis Cypress Creek</b>	<b>Leasing Up</b>	<b>350</b>
<b>E Gateway at Cypress Creek</b>	<b>Leasing Up</b>	<b>140</b>
<b>F Residences at Arbor Oaks</b>	<b>Leasing Up</b>	<b>192</b>
<b>G Skyview Flats</b>	<b>Leasing Up</b>	<b>312</b>
<b>H Westover at West Branch</b>	<b>Leasing Up</b>	<b>324</b>
<b>I Alexan Cypress Creek</b>	<b>Under Construction</b>	<b>351</b>
<b>J Allora Parkland</b>	<b>Under Construction</b>	<b>378</b>
<b>K Asher at Towne Lake</b>	<b>Under Construction</b>	<b>350</b>
<b>L Cadence Creek Senior - 55+</b>	<b>Under Construction</b>	<b>237</b>
<b>M Capital Builders Queenston Apartments</b>	<b>Under Construction</b>	<b>282</b>
<b>N Cole Creek Estates</b>	<b>Under Construction</b>	<b>108</b>
<b>O First Met Senior Apartments - 55+</b>	<b>Under Construction</b>	<b>157</b>
<b>P Greenhouse Apartments</b>	<b>Under Construction</b>	<b>140</b>
<b>Q Jazzy Cove Lane</b>	<b>Under Construction</b>	<b>240</b>
<b>R Jones Road Boutique</b>	<b>Under Construction</b>	<b>14</b>
<b>S Lively at Cypress Creek</b>	<b>Under Construction</b>	<b>324</b>
<b>T Milestone at Elyson</b>	<b>Under Construction</b>	<b>240</b>
<b>U Prose Longenbaugh</b>	<b>Under Construction</b>	<b>180</b>
<b>V Radius at Dunham Pointe</b>	<b>Under Construction</b>	<b>230</b>
<b>W Resia Marvida</b>	<b>Under Construction</b>	<b>240</b>
<b>X San Palmas</b>	<b>Under Construction</b>	<b>370</b>

# Projected New Housing Occupancies

Dec 2023-Oct 2033

**14,326**

**40.7% of Total**

**SINGLE-FAMILY**

**1,345**

**3.8% of Total**

**BUILD-TO-RENT**

**18,438**

**52.4% of Total**

**MULTI-FAMILY**

**35,189**

**TOTAL PROJECTED  
NEW OCCUPANCIES**

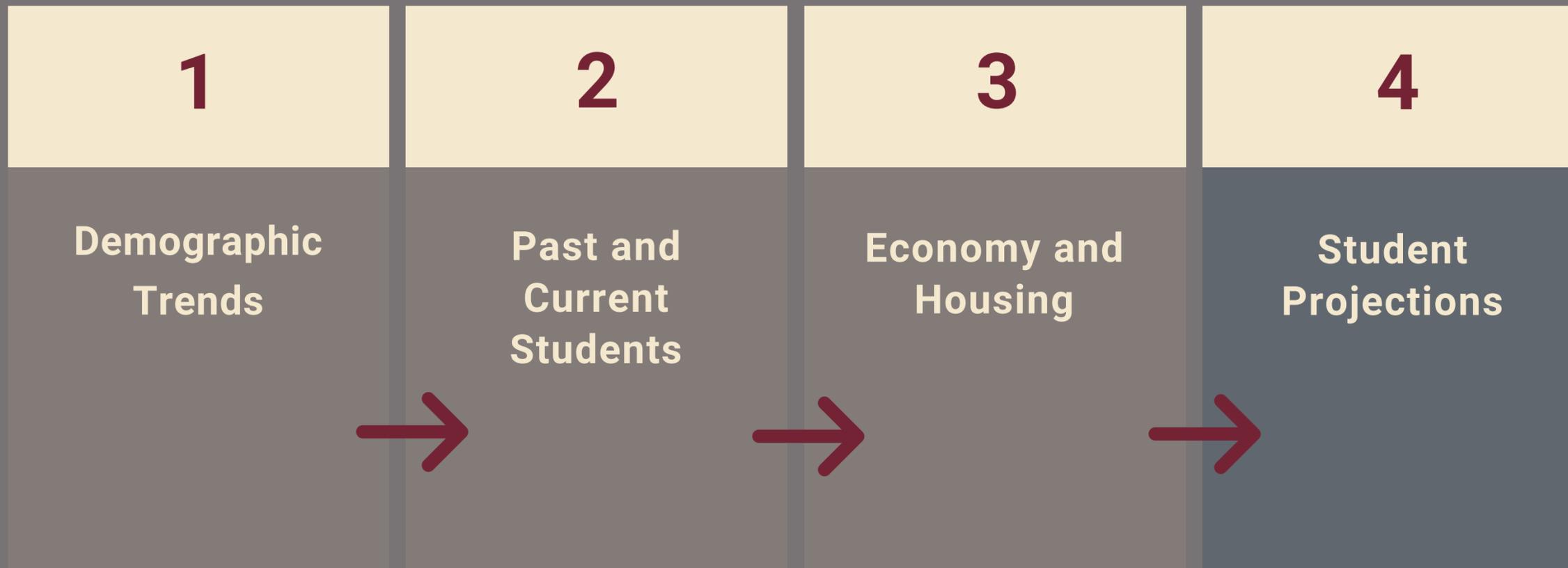
**1,080**

**3.1% of Total**

**AGE-RESTRICTED**



## Demographic Study Components



# Student Projection Factors

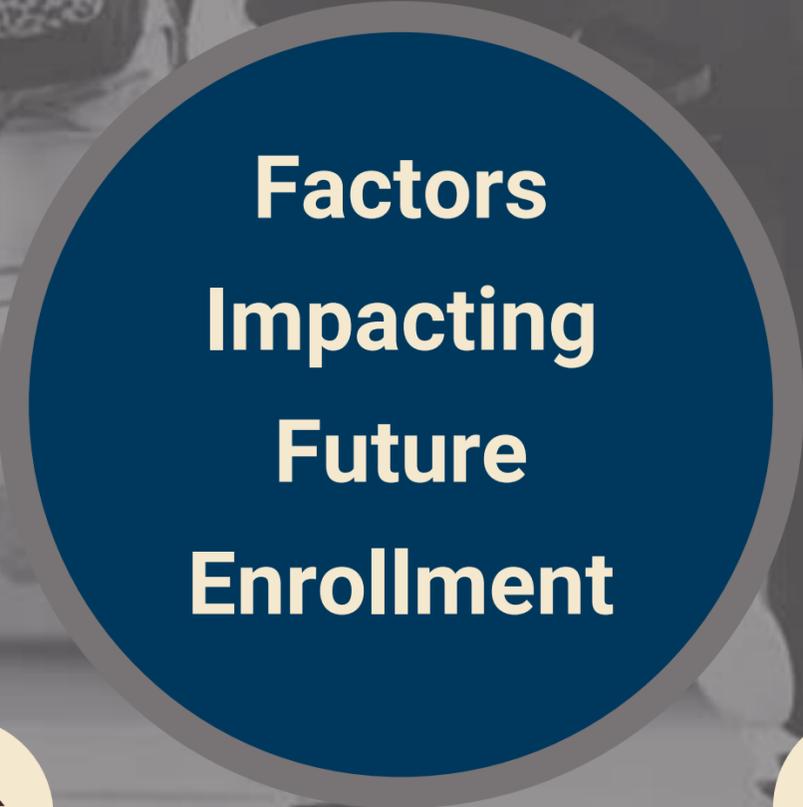
**Birth Rates**  
Births declined for four years and increased this year

**New Housing Construction**  
Drives majority of growth, adding 1,700 students per year in early years, decreasing to 700 students per year as CFISD nears build-out

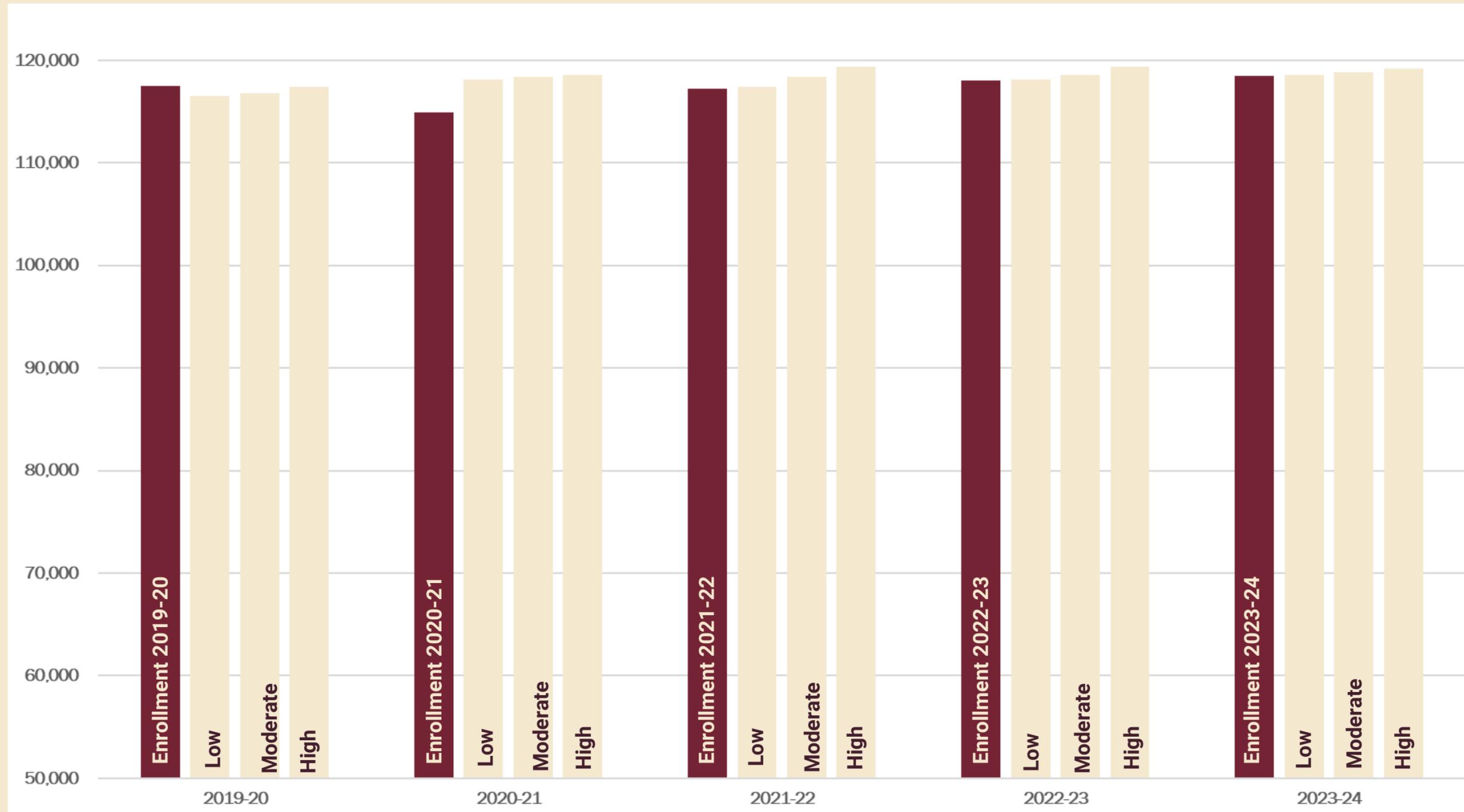
**Incoming KG Class Size**  
KG hasn't returned to pre-COVID class size; anticipated smaller classes due to lower births for next few years

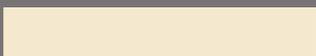
**Charter Schools**  
Three to five new charter schools are expected in the next five years; Could pull 800-1,000 students from CFISD

**Regeneration**  
Regeneration of existing homes with students



# Projected vs. Actual Enrollment



 **Actual Enrollment**       **Projected Enrollment**

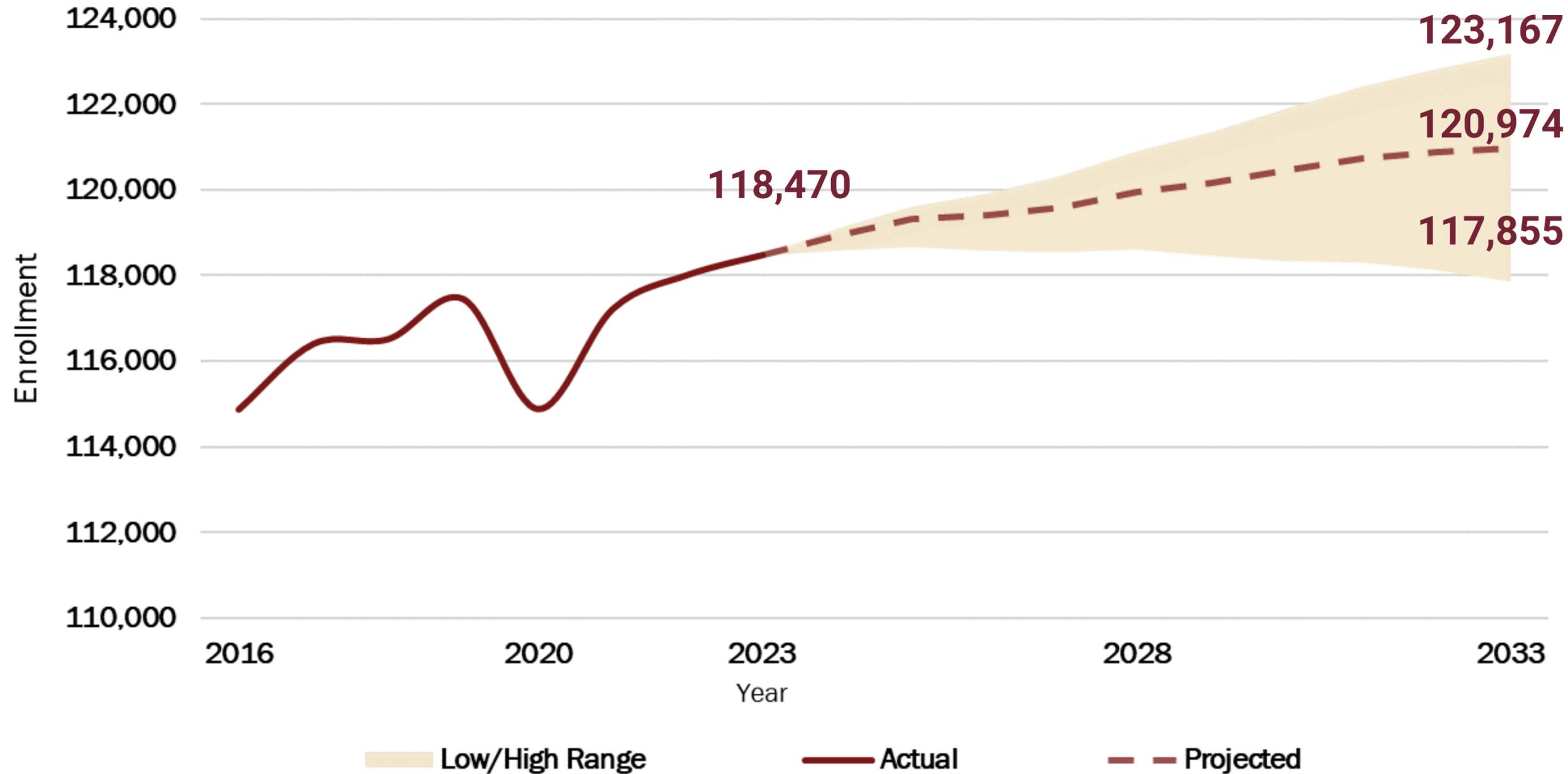
Source:  
PASA Demographic  
Studies from 2018-19,  
2019-20, 2020-21,  
2021-22, 2022-23

# Three Scenarios of Growth

Every year starts with a clean slate -- not impacted by previous year's accuracy

Moderate Growth Scenario is "most likely" based on all the best information available at the time

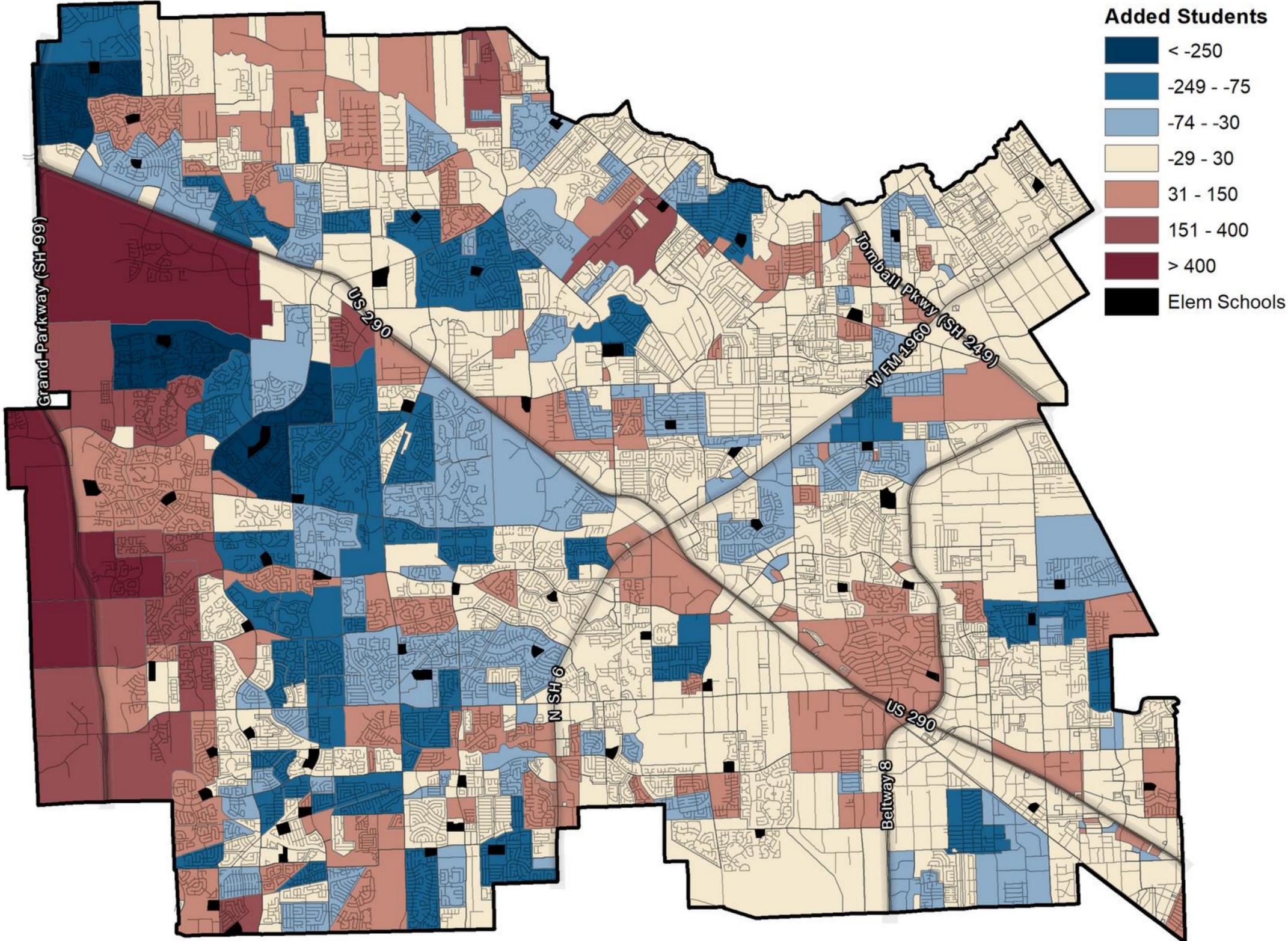
Low and High Growth Scenarios are feasible, assuming changing circumstances



# Projected Growth in Elementary Students by Residential Code

Fall 2023 through Fall 2033

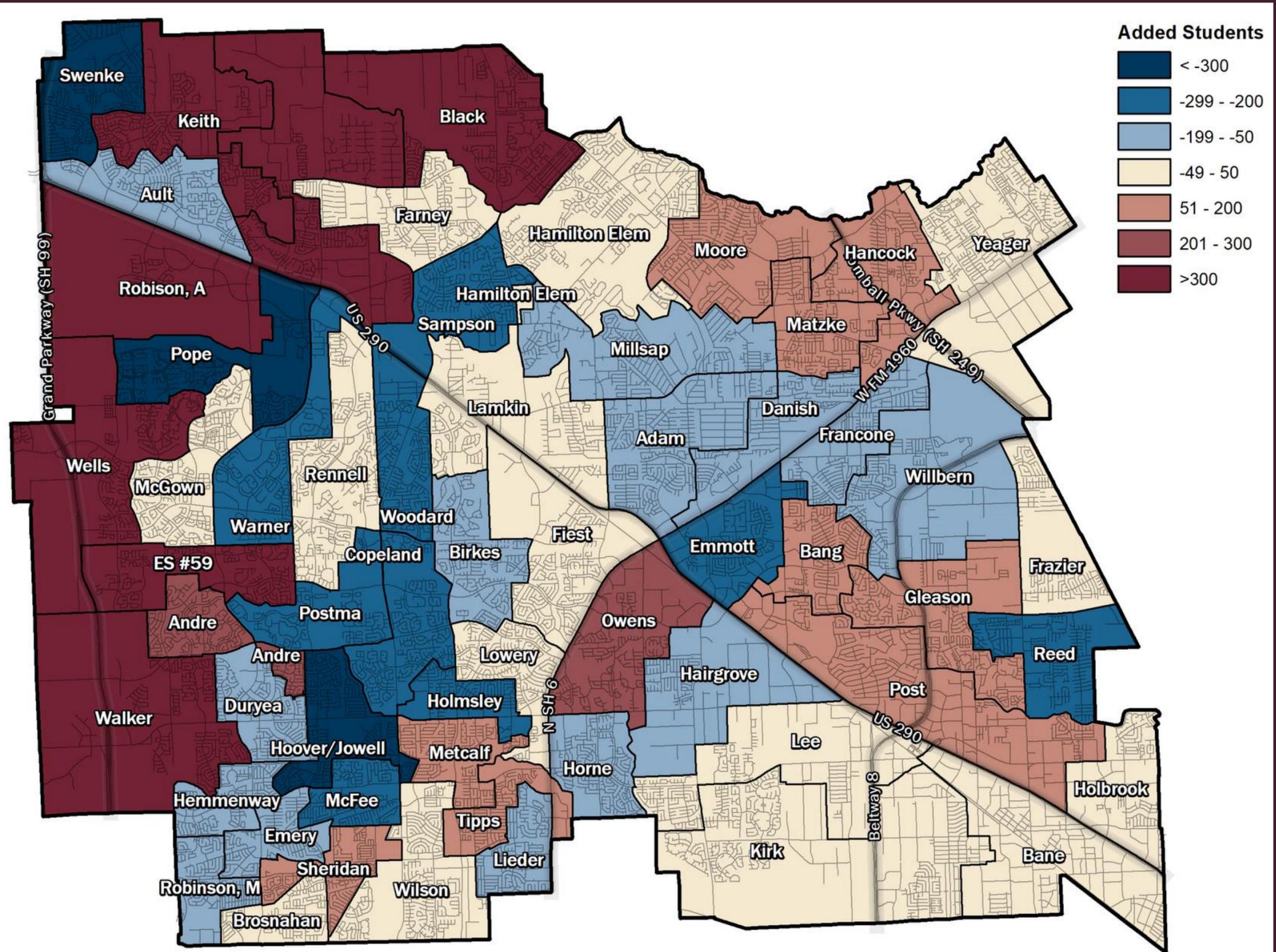
Moderate Growth Scenario



# Projected Growth in Elementary Students by Attendance Zone

Fall 2023 through Fall 2033

Moderate Growth Scenario

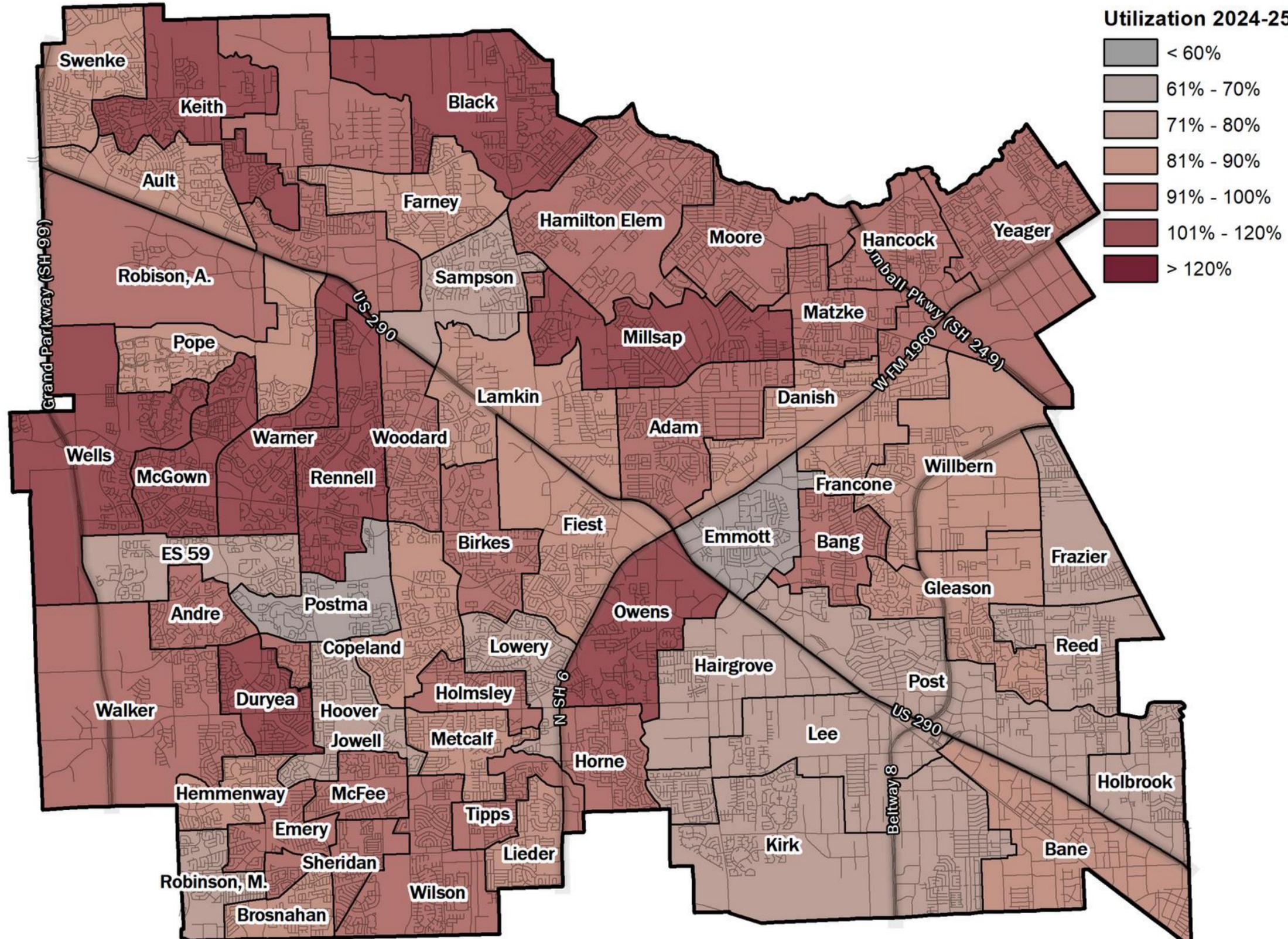


# Projected Utilization - Elementary Schools

## Enrolled Students vs. Capacity

# 2024-25

Moderate Growth Scenario



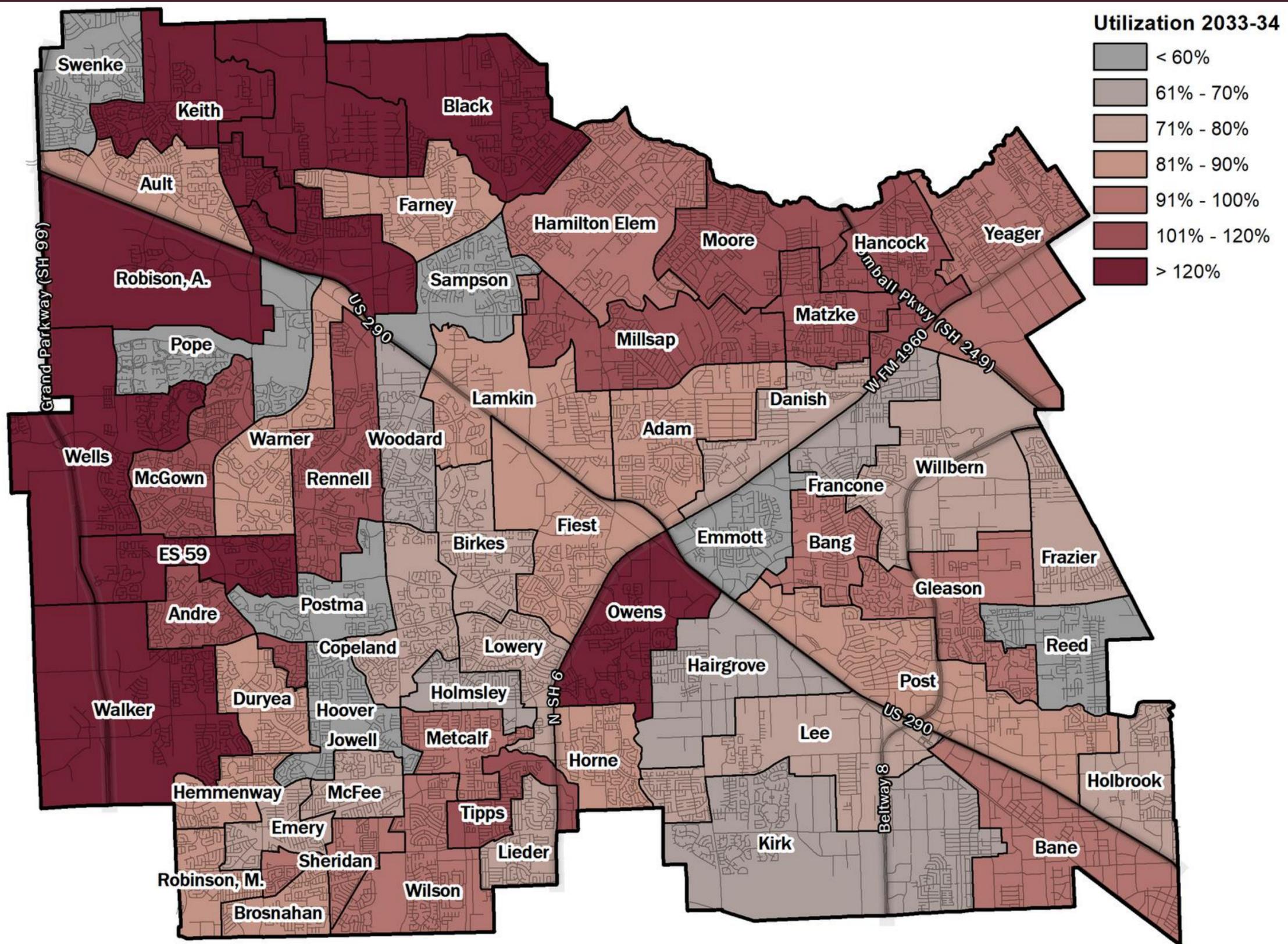
Projections based on 2024-25 attendance zones and EE, PK, and Bilingual program placement as of Jan 2024

# Projected Utilization - Elementary Schools

## Resident Students vs. Capacity

# 2032-33

Moderate Growth Scenario

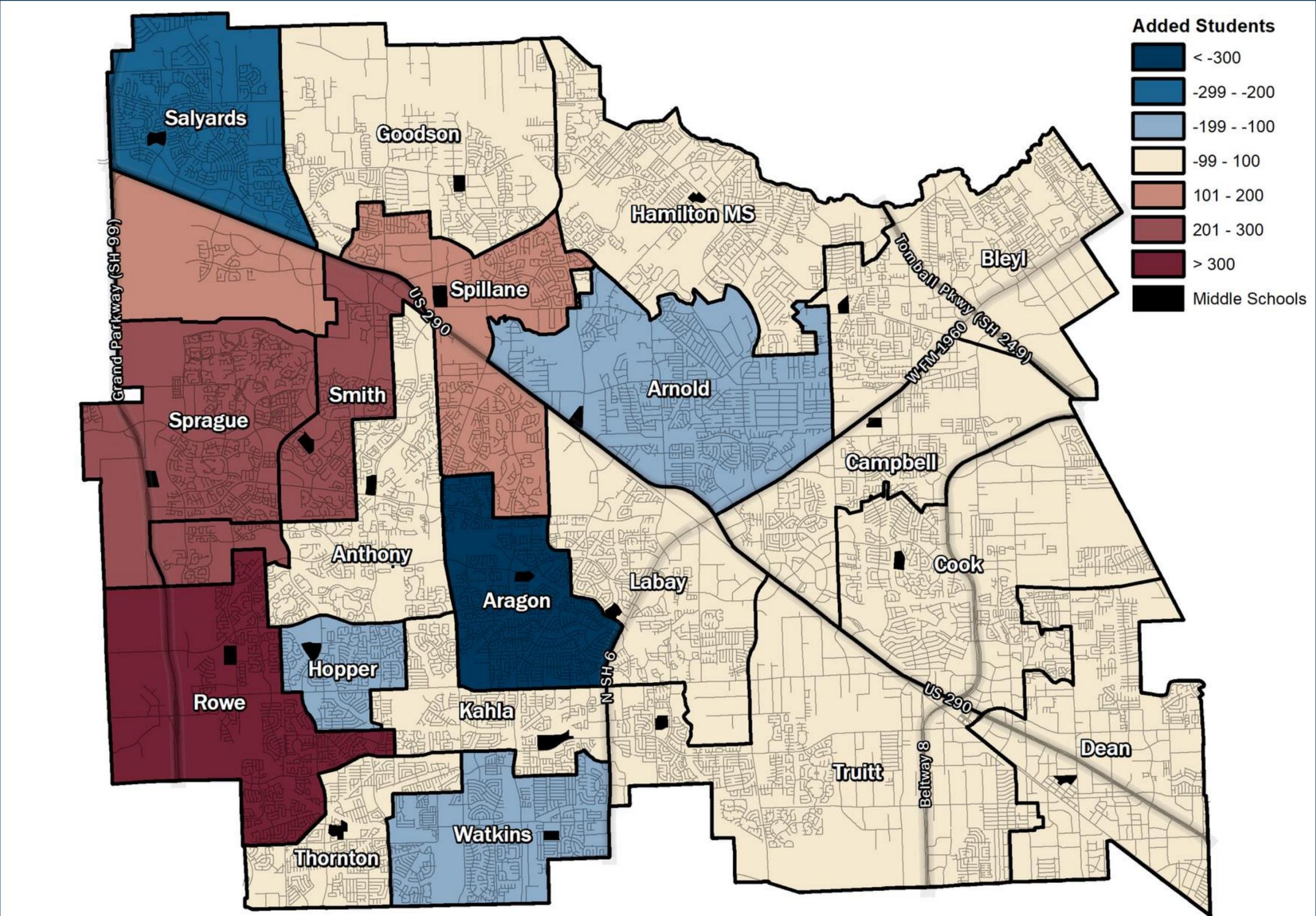


Projections based on 2024-25 attendance zones and EE, PK, and Bilingual program placement as of Jan 2024

# Projected Growth in Middle School Students by Attendance Zone

Fall 2023 through Fall 2033

Moderate Growth Scenario

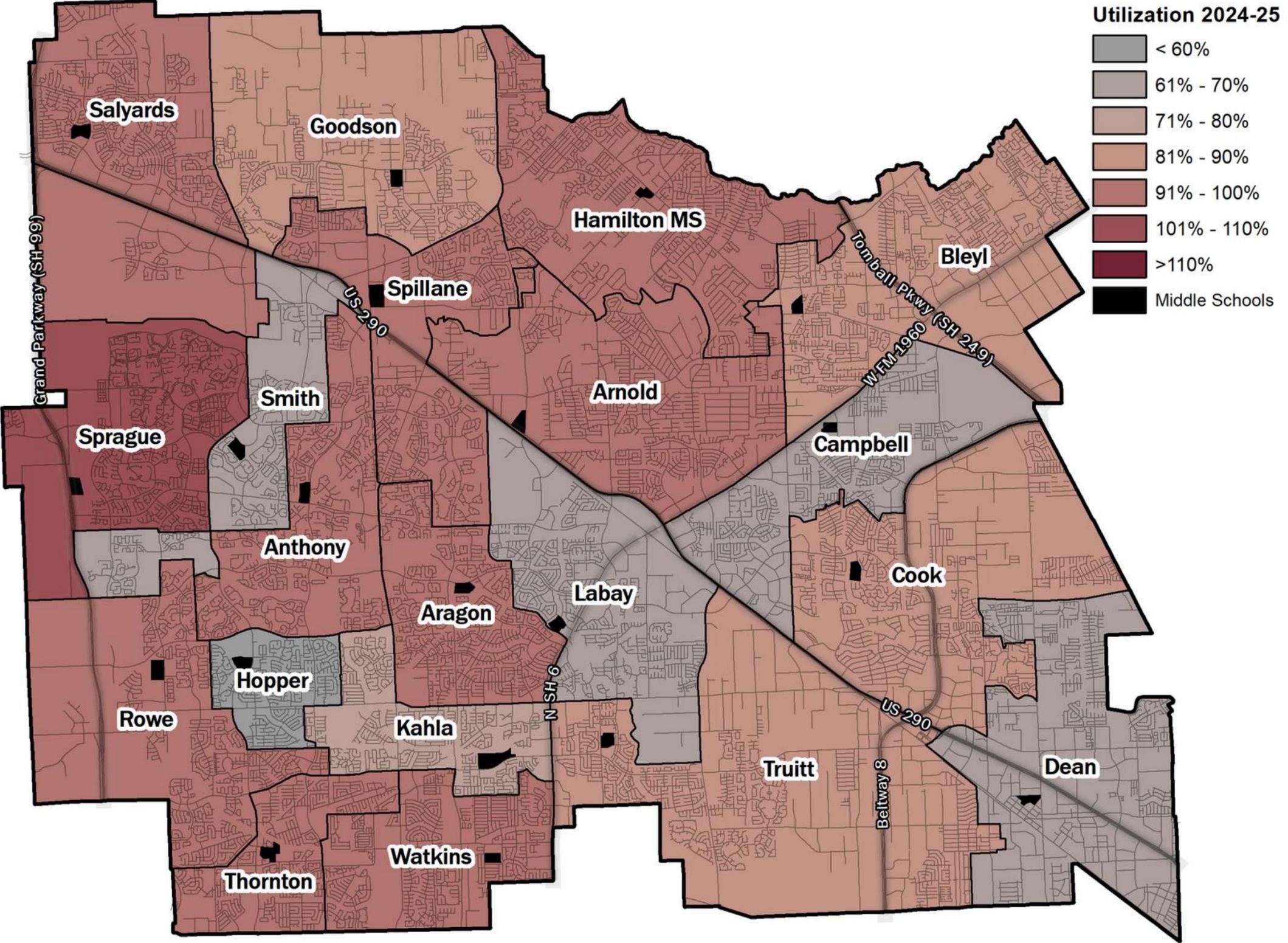


# Projected Utilization - Middle Schools

Enrolled Students vs. Capacity

# 2024-25

Moderate Growth Scenario

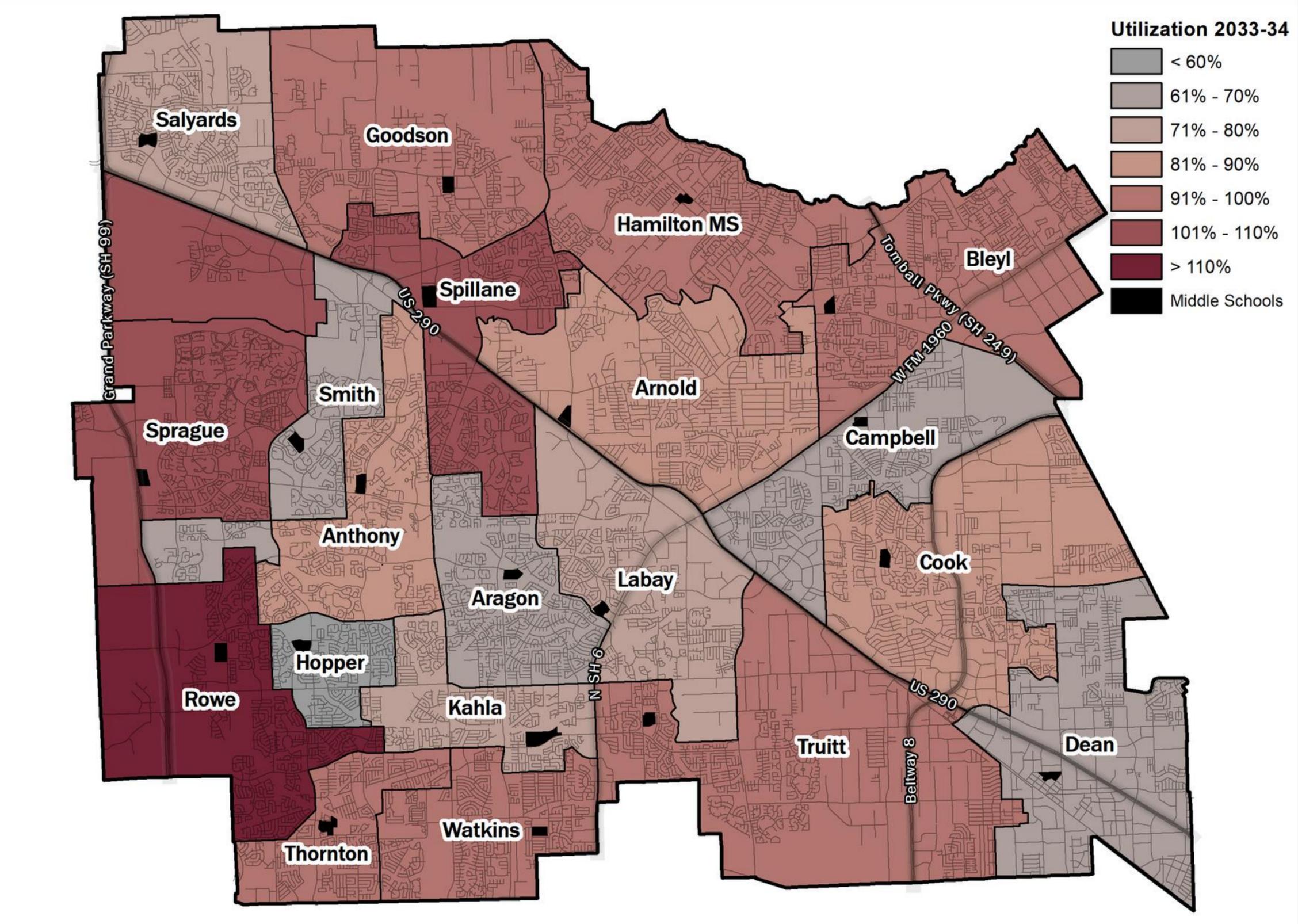


# Projected Utilization - Middle Schools

Resident Students vs. Capacity

# 2033-34

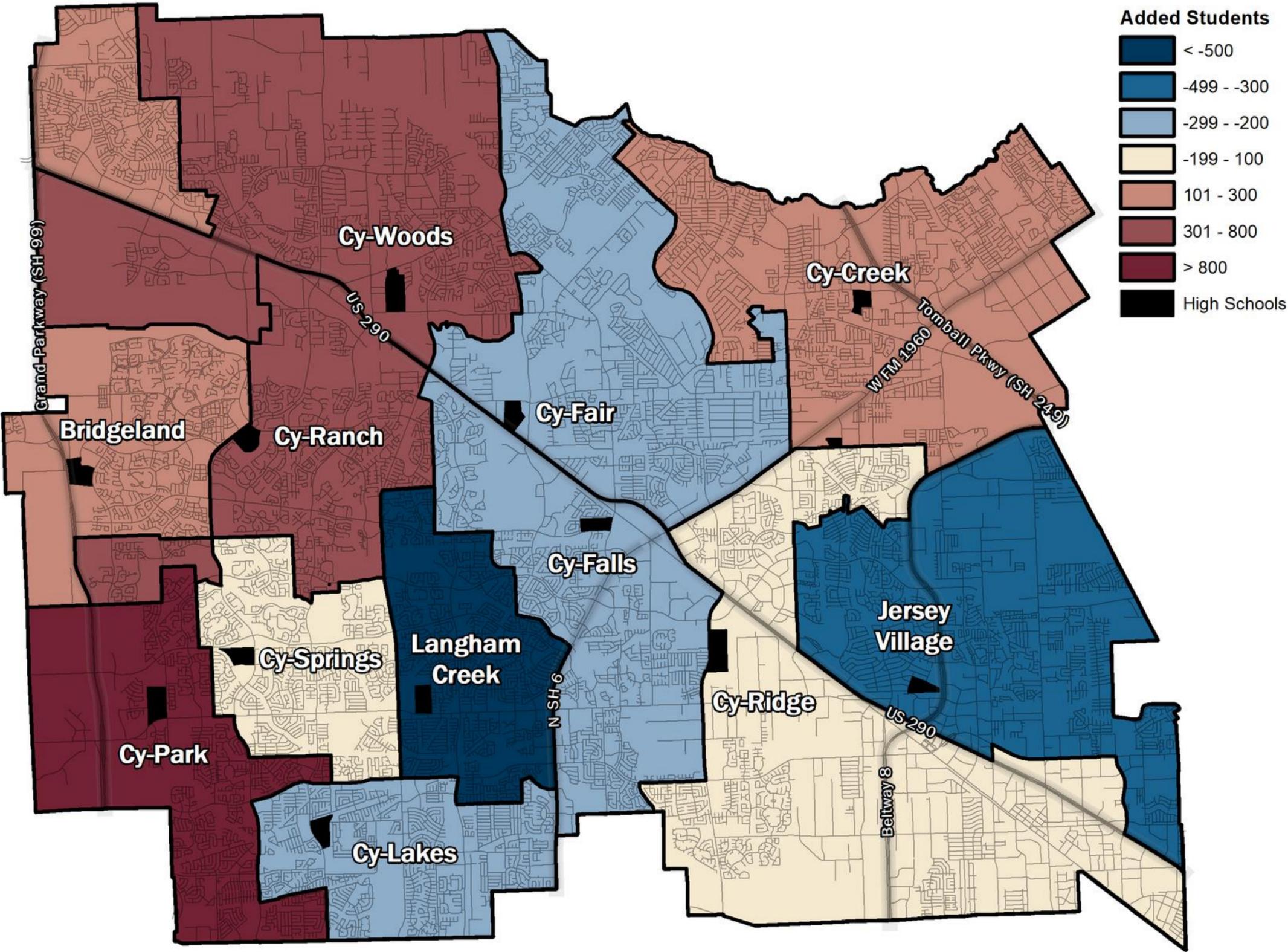
Moderate Growth Scenario



# Projected Growth in High School Students by Attendance Zone

Fall 2023 through Fall 2033

Moderate Growth Scenario

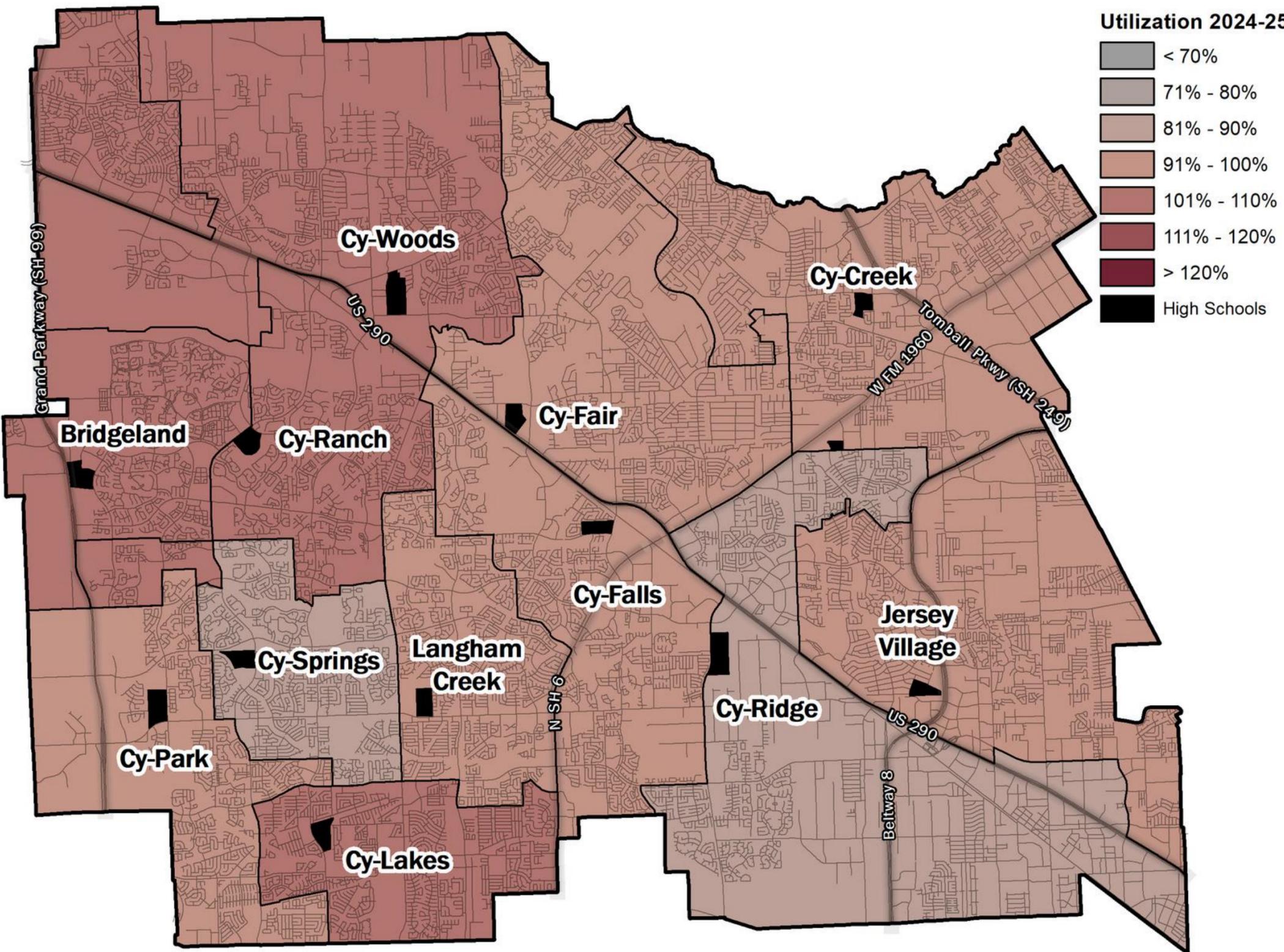


# Projected Utilization - High Schools

Enrollment vs. Capacity

# 2024-25

Moderate Growth Scenario

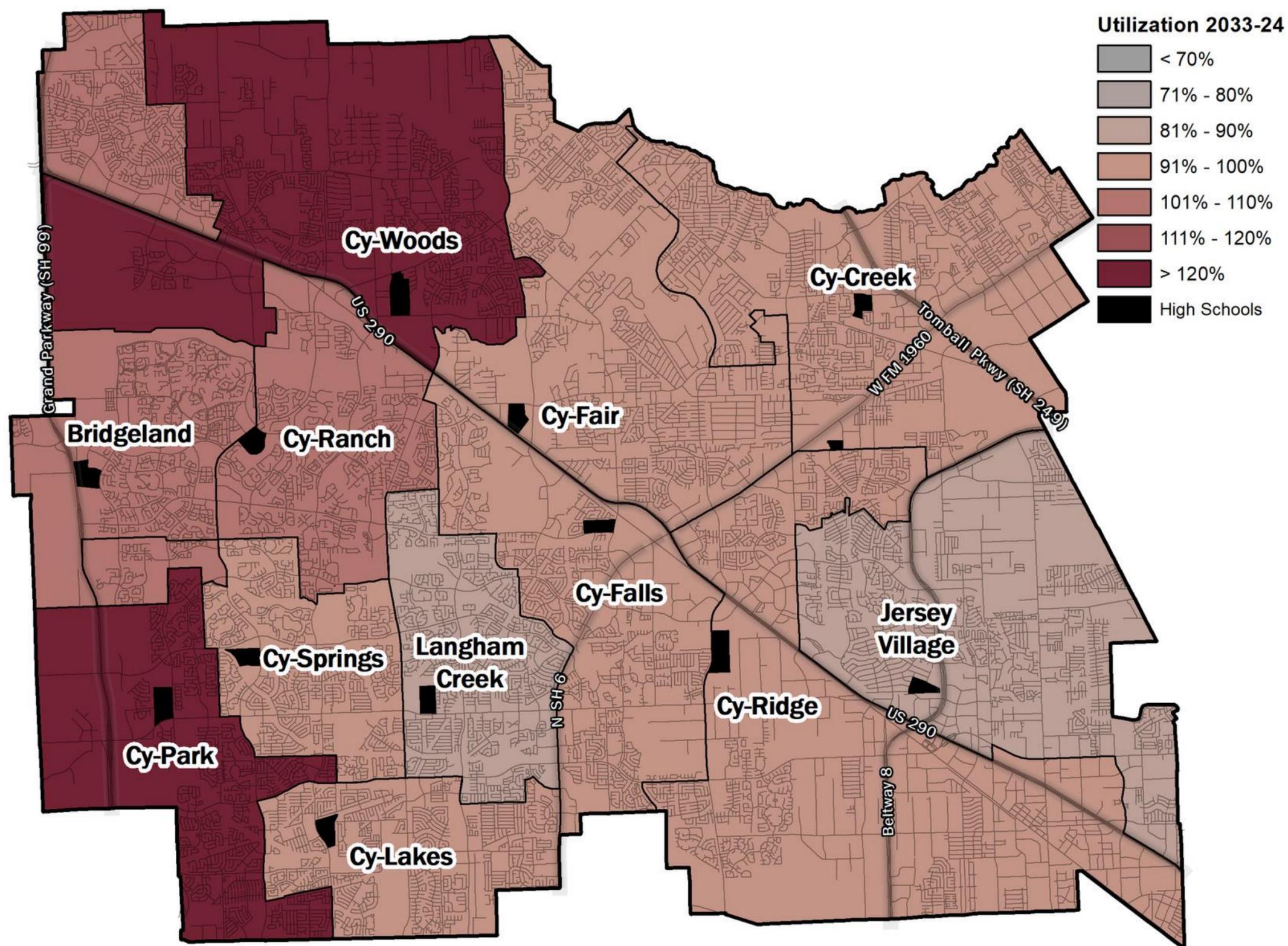


# Projected Utilization - High Schools

Resident Students vs. Capacity

# 2033-34

Moderate Growth Scenario



# Questions?



## Phone Number

979-693-8962



## Email Address

[info@pasatx.com](mailto:info@pasatx.com)



## Website

[www.pasatx.com](http://www.pasatx.com)



## Address

303 Anderson  
College Station, TX 77840



BRINGING

*out*

THE BEST

*in*

COMMUNICATION &

COMMUNITY RELATIONS



# GOAL 4

## *Communications & community relations*

THE DISTRICT WILL FOSTER A CULTURE OF TRUST BY PROVIDING ACCURATE, TIMELY AND INTERACTIVE COMMUNICATION TO ALL STAKEHOLDERS AND ENCOURAGING PARENTS AND THE COMMUNITY-AT-LARGE TO BE INVOLVED IN CFISD SCHOOLS.



# PERFORMANCE OBJECTIVE 1:



*Comprehensive  
marketing plan*

2023-2024 *theme*

#CFIS

CFISD BRINGS OUT

*the best*

 CFISD

#CFISD

# ENROLLMENT CAMPAIGN:

## Pre-K



CFISD Pre-K  
is so fun,  
kids don't  
realize they  
are learning.



If you want your child's educational journey to have a fairytale ending, CFISD Pre-K is a great place to start. In Pre-K, Students learn valuable social skills and develop independence, self-confidence, and a love of learning that will enrich their lives.

**Enroll your child today.**

Learn more at [CFISDPreK.net](https://CFISDPreK.net)





Discover why  
CFISD Pre-K is  
the best option  
for your child.



If you are planning to send your child to Pre-K next year, you may be considering options like private or charter schools. Before you decide, be sure to check out the exceptional Pre-K program offered by CFISD. The district spares no expense to make sure their teachers and students have all the resources they'll need. Moreover, our curriculum is designed to pave the way for future success, ensuring that our students learn happily ever after.

**Enroll your child today.**

Learn more at [CFISDPreK.net](https://CFISDPreK.net)



# PRINT *advertising*



And they learned happily ever after.

If you want your child's educational journey to have a fairy-tale ending, CFISD Pre-K is a great place to start. In Pre-K, students learn valuable social skills and develop independence, self-confidence, and a love of learning that will enrich their lives.

Enroll your child today.

 **CFISD PRE-K**  
Opportunity for All.

Want to learn more about our Pre-K program? Just scan the QR code.



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Enroll your child today.

 **CFISD PRE-K**  
Opportunity for All.

Want to learn more about our Pre-K program? Just scan the QR code.



# DIGITAL *advertising*

And they learned happily ever after.

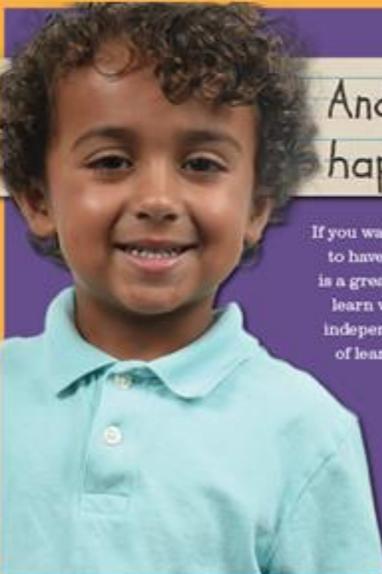


If you want your child's educational journey to have a fairy-tale ending, CFISD Pre-K is a great place to start. In Pre-K, students learn valuable social skills and develop independence, self-confidence, and a love of learning that will enrich their lives.

[Register Now](#)

 **CFISD PRE-K**  
Opportunity for All.

And they learned happily ever after.

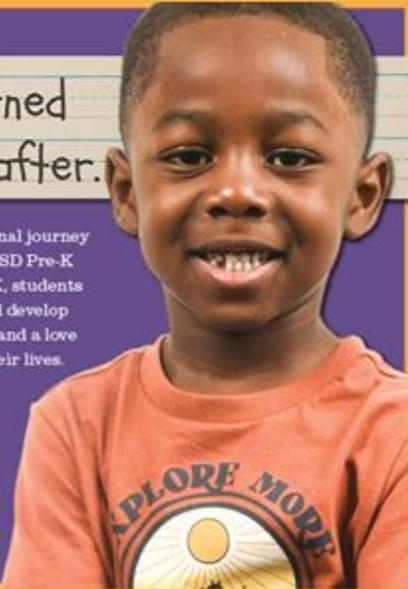


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[Register Now](#)

 **CFISD PRE-K**  
Opportunity for All.

# PANDORA

## advertising

Today's Country Radio

My Station

ADVERTISEMENT

And they learned happily ever after.

If you want your child's educational journey to have a fairytale ending, CFISD Pre-K is a great place to start. In Pre-K, students learn valuable social skills and develop independence, self-confidence, and a love of learning that will enrich their lives.

Enroll your child today.

Register Now

CFISD PRE-K  
Opportunity for All.

Hideaway  
Brett Eldredge  
Songs About You

0:24 2:43

# TOOLKIT

## for staff

### BRINGING OUT THE BEST TOOLKIT



#### Videos

[View Bringing Out the Best Videos](#)

#### Graphics

##### Animation

[Bringing Out the Best Animation \(.mp4\)](#)

##### Header Banners

Email





# AD REVENUE: Scoreboards

**CY-FAIR FCU STADIUM**

**DASPIT**  
LAW FIRM  
*Justice For The Injured!*

5x Lone Star College CYFAIR logo

5x Balfour Celebrating U!

 <b>7</b>	TOL 3	<b>8:57</b>	TOL 3	<b>38</b>	
HOME		QTR 3RD &	BALL ON	AWAY	25

**CY-FAIR FCU STADIUM**

**DASPIT** LAW FIRM

**THE HOMETOWN FAN APP**  
Making your ticketing experience for school athletics and more easier than ever.  
SCAN THE QR CODE TO FIND OUT MORE!

POWERED BY HOMETOWN TICKETING

 <b>0</b>	TOL 3	<b>11:45</b>	TOL 3	<b>0</b>	
		QTR 1ST	1ST & 15	BALL ON 16	AWAY

36

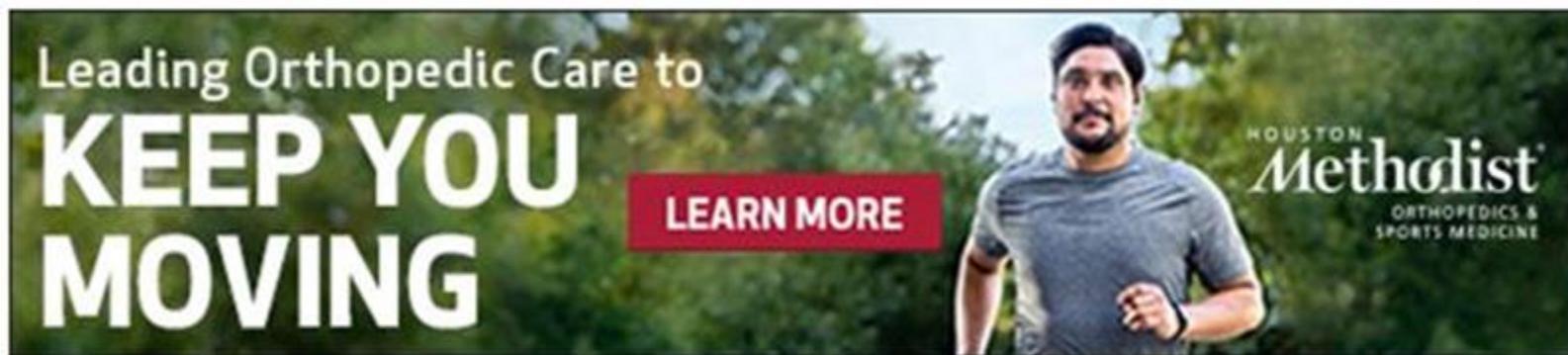
# AD REVENUE: *Ribbon boards*



# AD REVENUE: *Buses*



# AD REVENUE: *Newsletters*



Leading Orthopedic Care to  
**KEEP YOU MOVING**

[LEARN MORE](#)

HOUSTON  
**Methodist**  
ORTHOPEDICS &  
SPORTS MEDICINE

CONNECTION for *Community*

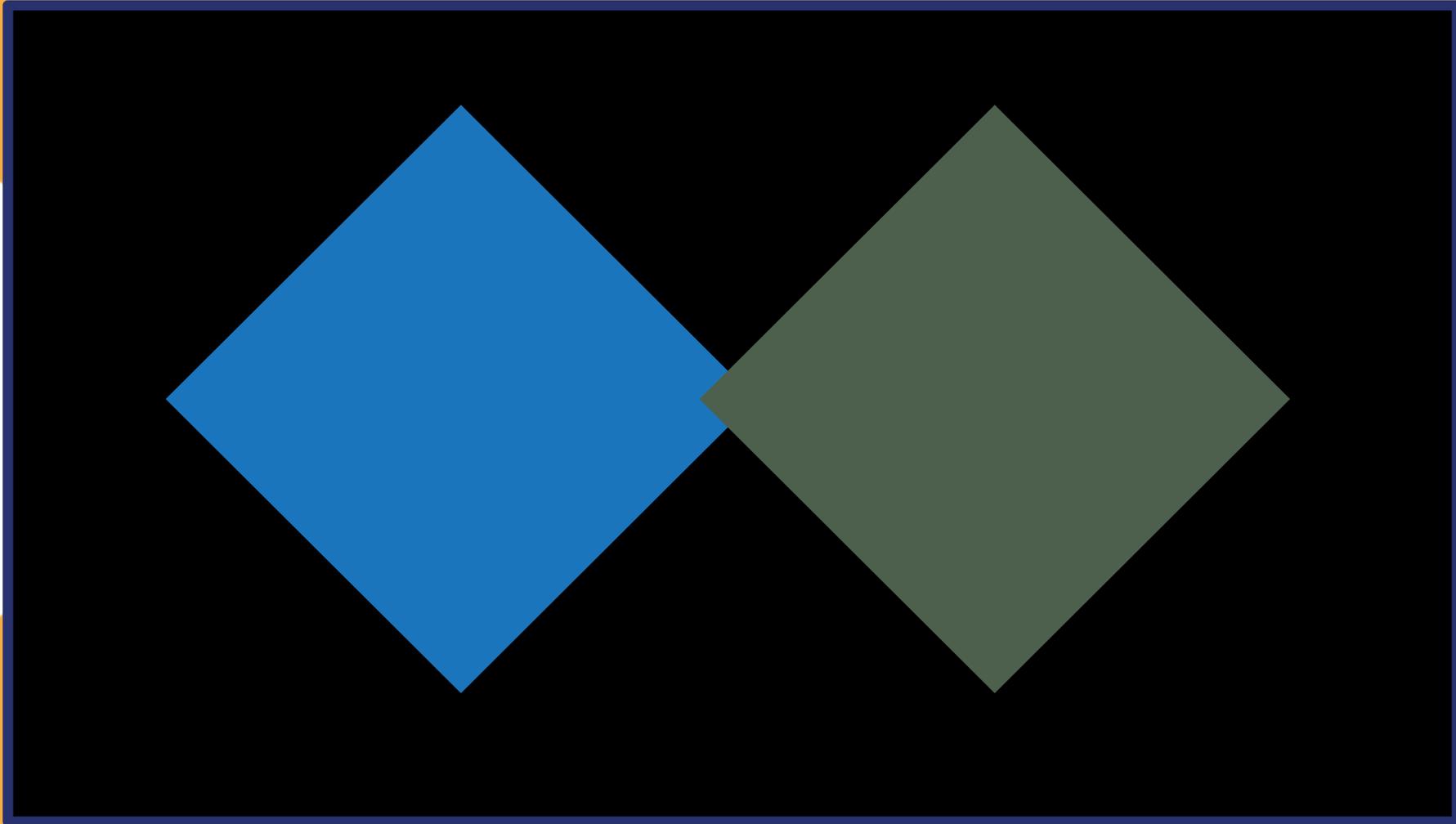
**CYPRESS FAIRBANKS**

INDEPENDENT SCHOOL DISTRICT

LEARN • EMPOWER • ACHIEVE • DREAM

September 26, 2023 | Vol. 10, No. 3

# ADVERTISING *partners*



# COMMUNICATION AS A *marketing* TOOL



2023-2024  
COMMUNICATION PLAN

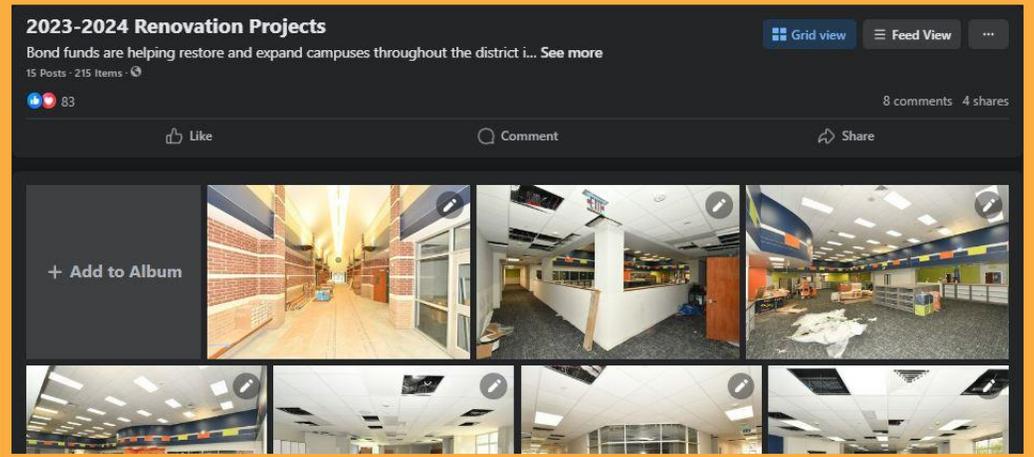
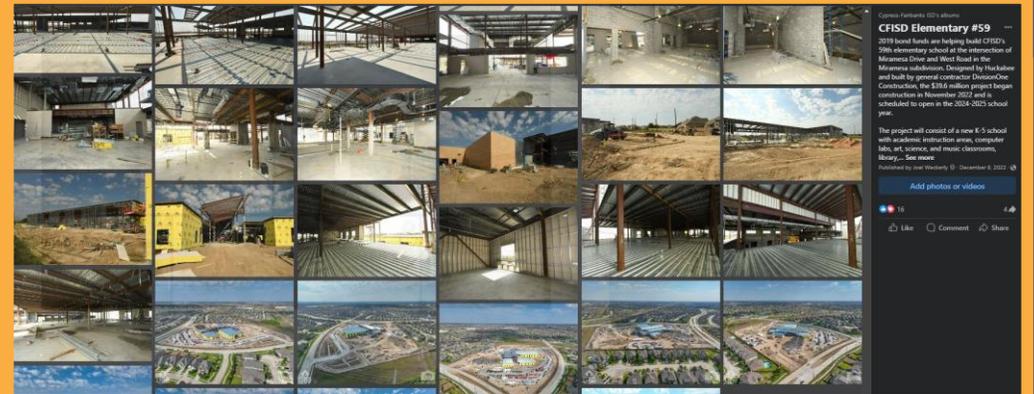
## COMMUNICATION DEPARTMENT 2023-2024 Communication Schedule

Summer / Fall 2023

Communication Initiative	Social	Email
Board meeting reminder gfx	x	
Board work session		
MHAB dedication photos	x	
Dr. Henry dedication video		
MHAB dedication program		x
Board meeting		
Monthly Recap		
Safety video: TBD		
SOTW	x	x
Connection for Employees, September		x
Bond photo album	x	
CFISD 360		
MHAB dedication recap video		
SOTW	x	x
Safety video: TBD		
State of the District slides		
State of the District Brochure		
State of the District video		
Bond photo album	x	
Communication Advisory Committee meeting		
SOTW	x	x
Safety video: TBD		
Connection for Community, September		x
Bond photo album	x	
CFISD 360		
Bond video: Renovations		
Trustee Election voter guide		
Principals Month gfx	x	
Custodian Appreciation Day gfx	x	

BOND VIDEOS

BOND PHOTO ALBUMS  
BOND WEBPAGE



# SOCIAL *media*

## HASHTAG BRANDING: #CFISDSPIRIT

**Lieder Elementary** @CFISDLieder · Mar 26  
Our, Name That Book competitors got 2nd place in regionals!! WAY TO GO!! We are so proud of all your hard work and dedication! #bettertogether #teamshirtsrock #namethatbook #cfisdspirit



2 9 559

**Amby** @ambyclink · Mar 19  
I got to enjoy our @Arnold\_Middle Symphony & Chamber orchestras perform this evening at Cy-Fair HS. They sounded beautiful and are going to do great this Saturday at UIL!!! #theresnoplacelikearnold #BPND #cfisdspirit @CFISD\_FineArts @CyFair\_BFND



10 199

**Abe Lozano** @DrLozano\_CFISD · Mar 23  
The @CyFairISD Science Festival was a hit! @jgricketts and the @CFISDScience did an amazing job with setting up these amazing booths that everyone enjoyed! @CypressRidgeHS @SarahHarty3 #CFISDSpirit #CFISDSciFest



3 10 35 2.2K

# SOCIAL *media*

#CFISDSPIRIT USAGE ON TWITTER, 4/1/23-3/31/24

- TOTAL VOLUME: 14,181
- AVERAGE PER DAY: 39



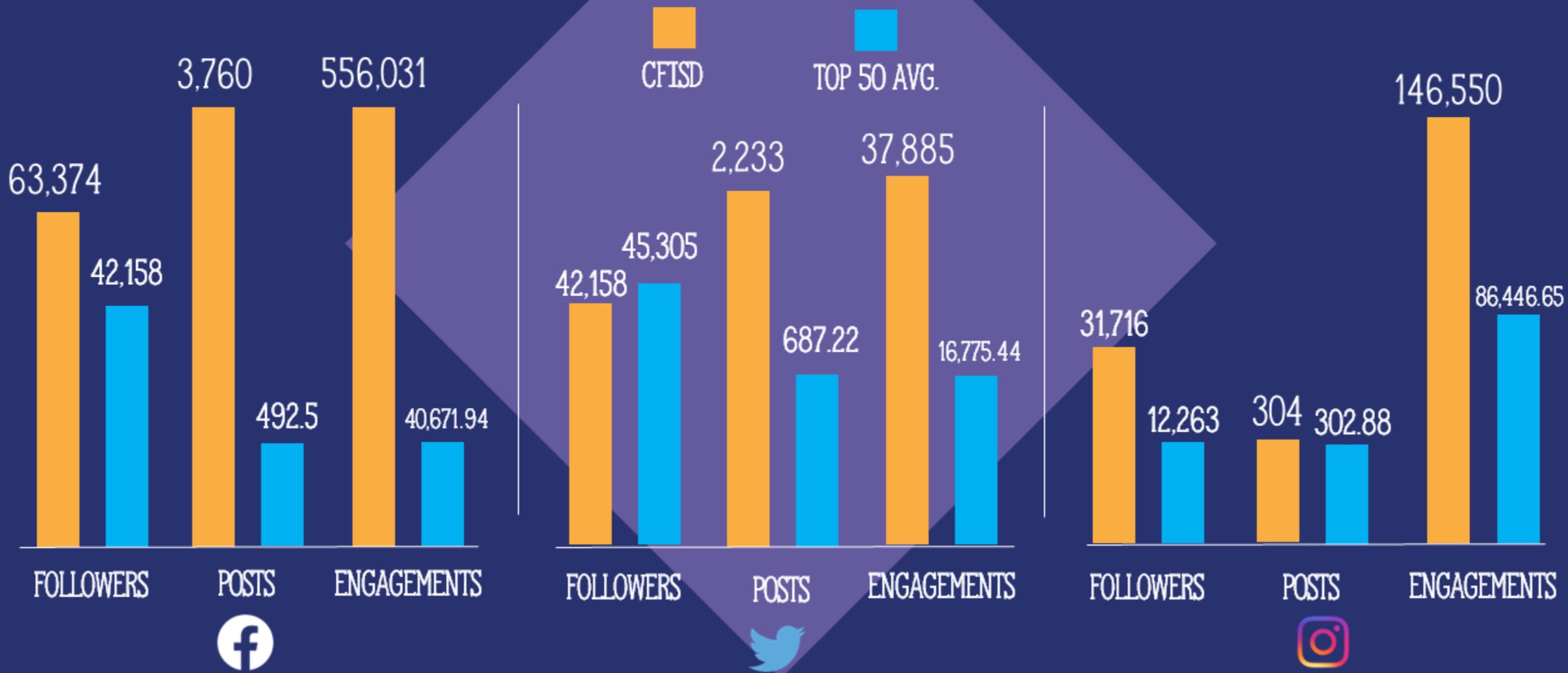
# SOCIAL *media*

PROFILE PERFORMANCE, 4/1/23-3/31/24

	ACCOUNT	AUDIENCE	IMPRESSIONS	ENGAGEMENTS
	@CYFAIRISD	42,158	5,345,572	177,107
	@CYFAIRISD	29,230	4,115,234	115,824
	CYPRESS-FAIRBANKS ISD	63,374	22,295,525	1,511,406
	CYPRESS-FAIRBANKS ISD	10,330	305,919	9,188

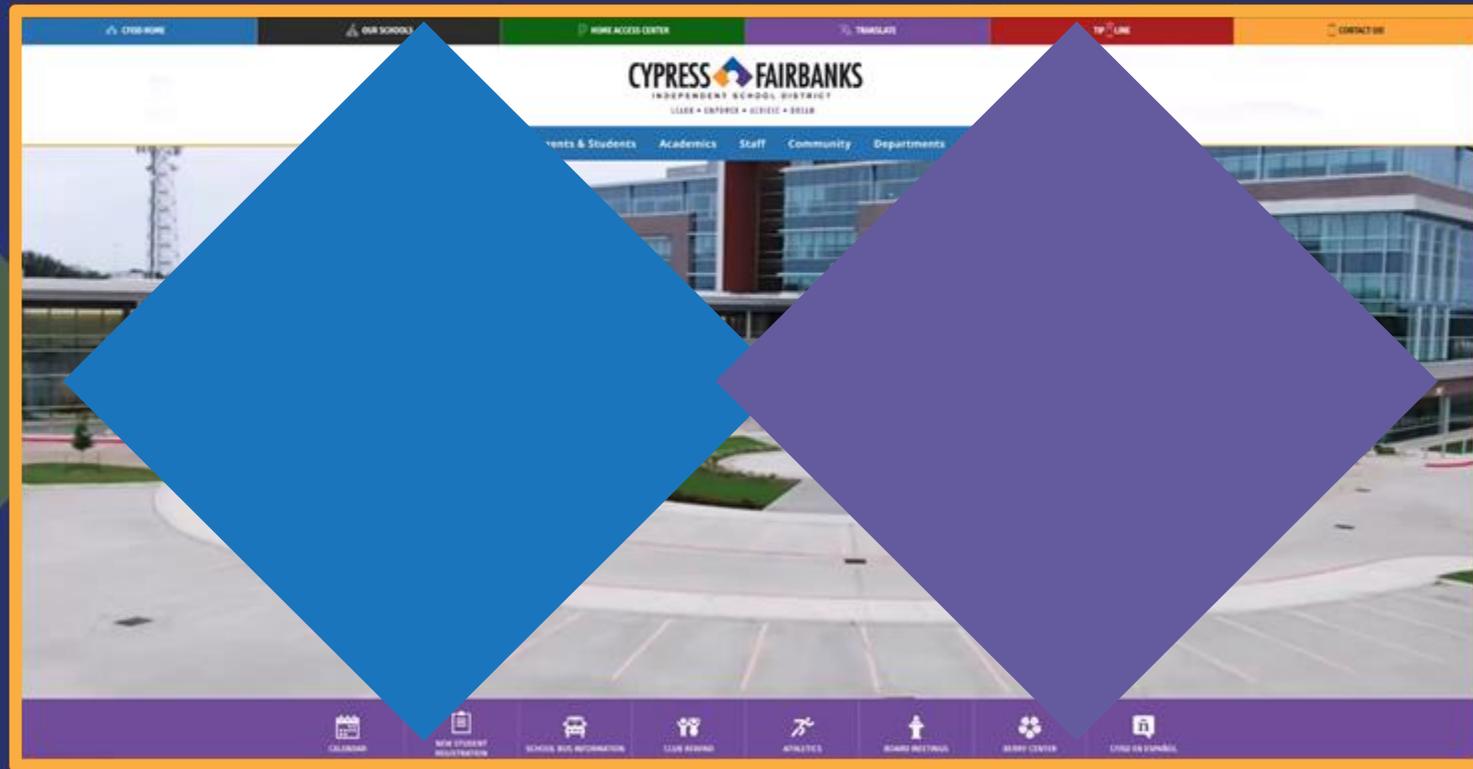
# SOCIAL *media*

PERFORMANCE vs. 50 LARGEST TEXAS ISDs, 4/1/23-3/31/24

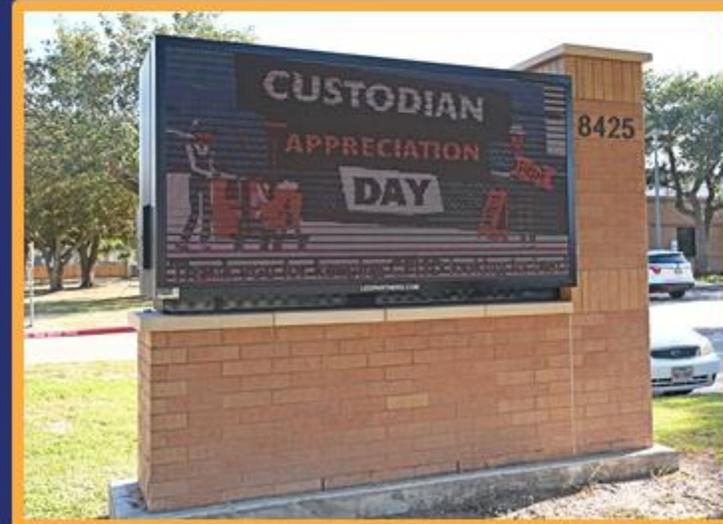


# VIDEO *production*

# DISTRICT *website*



# CAMPUS *displays*





# PERFORMANCE OBJECTIVE 2:

*Comprehensive  
plan to increase  
stakeholder input*

# BOARD *recommendations* & FEEDBACK

CONTINUATION FROM 2022 REPORT:

- DISTRICT COMMITTEE APPLICATION
- COMMITTEE INFORMATION ON DISTRICT WEBSITE

# BOARD *recommendations* & FEEDBACK

NEW FOR 2023-2024:

- SUPERINTENDENT SEARCH FOCUS GROUPS & COMMUNITY SURVEY
- DISTRICT OF INNOVATION COMMITTEE
- TEACHER TIME STUDY FOCUS GROUPS & TEACHER SURVEY
- INSTRUCTIONAL CALENDAR SURVEY
- BUDGET REDUCTION ADVISORY COMMITTEE & COMMUNITY SURVEY



# PERFORMANCE OBJECTIVE 3:

*Engage parents, businesses  
& community members in  
volunteer opportunities*



# VIPS *event*



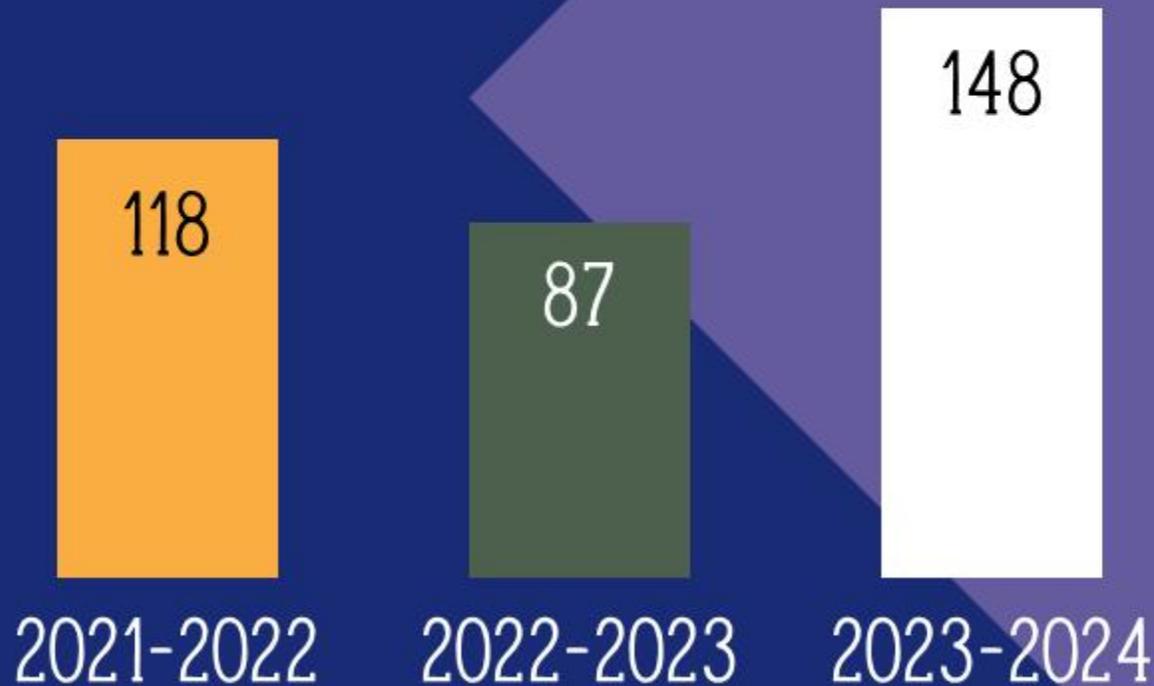
# COMMUNITY *connect*



# VOLUNTEERS

# *Mentor program*

NEWLY TRAINED MENTORS



# BUS Buddies



# ADOPT-A-SCHOOL *partnerships*

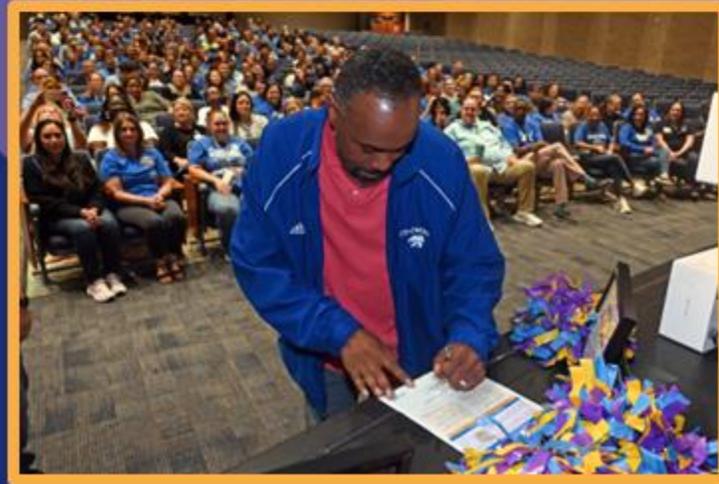
## NEW ADOPTIONS

18

19

2022-2023

2023-2024





BRINGING

*out*

THE BEST

*in*

COMMUNICATION &

COMMUNITY RELATIONS



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# BUDGET UPDATE

APRIL 1, 2024



# ADOPTED GENERAL FUND BUDGET 2023-2024

DESCRIPTION	ADOPTED BUDGET
Revenues	\$1,070,519,882
Expenditures	\$1,209,131,955
Surplus (Deficit) Before Federal Funding	(\$138,612,073)
Estimated Federal Funding	\$65,000,000
<b>Surplus (Deficit) After Federal Funding</b>	<b>(\$73,612,073)</b>

# FACTORS IMPACTING DEFICIT

No state funding increase since 2019

Record inflationary cost increases

2% decrease in average daily attendance

Operational costs to open new campuses

Salary increases and retention stipends

Staff for growth

Increases in special education, bilingual, and safety and security expenditures

Expiration of federal stimulus funding

# COMPONENTS OF THE TAX RATE

## Maintenance and Operations (M&O)

- Generates local funds for M&O expenditures in the general operating budget (General Fund)
  - Salaries
  - Contracted Services
  - General Supplies
  - Other Operating
  - Capital Outlay

## Interest and Sinking (I&S)

- Generates funds required to service the district's debt (Debt Service Fund)
  - Debt approved by voters in bond referendum (election)
  - Must be used for principal and interest payments on debt
  - Cannot be used for general operations

# FOOD SERVICE FUND AND BOND FUND

## Food Service Fund

- Subsidized with federal reimbursements
- Restrictions on use of funds
  - Child Nutrition Program
  - Cannot be used for general operations

## Bond Fund (Capital Projects)

- Proceeds from bond issues
- Restrictions on the use of funds
  - Must be spent on construction/renovation of facilities, equipping of facilities, technology, and buses in the bond program
  - Cannot be used for general operations

# FUND BALANCE

The total accumulation of operating surpluses and deficits

Importance of adequate fund balance

- Manage cash flow low points
  - Majority of tax collections in December and January
  - Reimbursement from federal funds
  - Fund disasters until reimbursed by insurance/federal funding
  - Declines in enrollment/ADA
- Mitigate current and future risks such as revenue shortfalls and unanticipated expenditures

How much fund balance is needed

- Minimum of 4 months

How is fund balance replenished

- Operating surplus

TARGET  
AMOUNT TO  
CUT FROM  
\$138.6 MILLION



1/3 of deficit

\$50 million



Potential funding  
for 1-2% raise

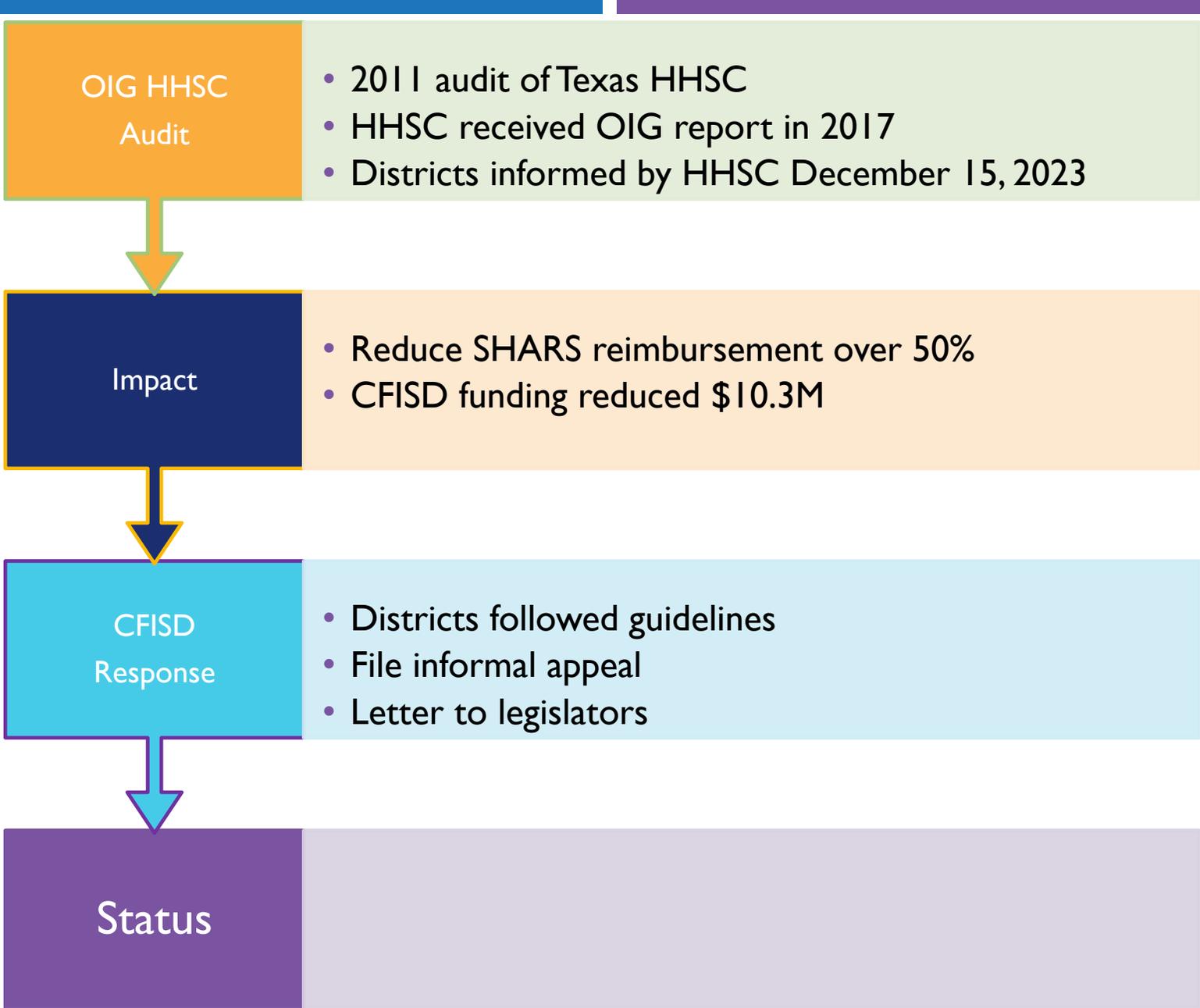
\$18 million



Total amount to cut \$68 million

<b>Year</b>	<b>Amount Reduced</b>
2008-2009	\$27,598,700
2009-2010	\$14,993,700
2010-2011	\$16,861,684
2011-2012	\$47,073,000

## HISTORY OF BUDGET REDUCTIONS



# SHARS FEDERAL FUNDING

- 66 Committee Members
  - ✓ 15 Teachers
  - ✓ 16 Principals
  - ✓ 16 Parents
  - ✓ 8 District-Level Administrators
  - ✓ 11 Board Appointed

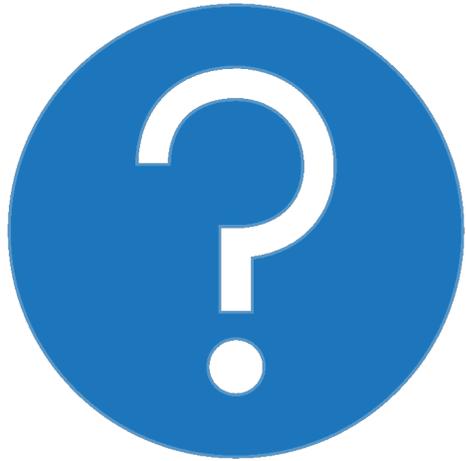
**BUDGET  
REDUCTION  
ADVISORY  
COMMITTEE**

- ✓ Identify areas to reduce expenditures
- ✓ Evaluate the need to increase revenue and additional sources of revenue
- ✓ Evaluate cost/benefit related to possibly eliminating certain positions, services, functions, and programs
- ✓ Provide budget reduction and revenue-generating recommendations to the Superintendent

## CHARGE OF COMMITTEE

- ☐ Thursday, March 21:
  - Overview of the school finance system and budget challenges
  
- ☐ Wednesday, March 27:
  - Break into subgroup assignments
    - District/Campus Staffing
    - Operations/Services/Programs
    - Generating Revenue
  
- ☐ Monday, April 8:
  - Subgroup Presentations/Recommendations to Superintendent
  
- ☐ April 9-15
  - Committee members prioritize recommendations electronically
  
- ☐ Monday, April 22:
  - Board Budget Workshop

## SUMMARY OF PROCESS AND TIMELINE



QUESTIONS

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MARCH 4, 2024  
REGULAR BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, March 4, 2024, 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**

Board President Scott Henry called the meeting to order at 6:00 p.m.

The following Board members were present: Scott Henry, Dr. Natalie Blasingame, Justin Ray, Julie Hinaman, Todd LeCompte, and Lucas Scanlon. Board member Christine Kalmbach was present via Zoom (audio/video).

Mr. Henry recognized State Representatives Dr. Tom Oliverson and Jon Rosenthal and Elizabeth Stinson, representing Senator Paul Bettencourt’s office.

David Rucker, Pastor, Cornerstone Methodist Church, delivered the invocation.

The following Cypress Lakes High School AFJROTC cadets presented the colors for the meeting: Cadet Airmen Armin Aminaria, Cadet Senior Master Sergeant Nathan Gomez, Cadet Airmen Ashley Pineda, and Cadet Airmen Paxson Thai. These cadets presented the colors under the direction of Senior Master Sergeant Jason Singletary, Retired USAF.

Board President Henry read the District’s Vision and Mission Statement.

**1. Remarks and Announcements**

- 1.A.** Superintendent Dr. Douglas Killian presented the 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.

Dr. Killian shared that he recently attended the Vietnamese American PTO Lunar New Year Celebration at Campbell Middle School and what a great celebration it was. He thanked Willbern Elementary School for inviting him, in particular, Vy Nguyen, the Vietnamese Itinerant teacher, C&I/Accountability. Vy provides school campuses instructional support with Vietnamese ESL students in the district. Dr. Killian shared that this program has been with the district for 26 years and has approximately 100 students in the program this year.

Dr. Killian extended a special thank you to the district’s AFJROTC program and shared what a great experience it was to attend this past Saturday’s Pass In Review. This year, Cy-Fair High School was the lead on the event and all AFJROTC high school programs were represented in the Pass In Review. Dr. Killian thanked Colonel Khan and his staff for running that program. He also thanked all the AFJROTC leaders in the district for this great program.

Dr. Killian turned the floor over to Christina Cole, Chief Officer for School Leadership, who introduced Caesar Diaz as the new principal for Owens Elementary School.

Mr. Diaz addressed the Board and introduced his family.

**2. Recognitions**

- 2.A.** The Board recognized two recipients of the March 2024 Bringing Out the Best award.

Board President Henry, along with fellow Board members, recognized two staff members for their outstanding job performance in “Bringing Out the Best” program. Those staff members were Georgianna Turney, teacher, Cypress Park High School and Jesse “Jay” Guerrero, computer technician, Records & Repair – Falcon Annex.

- 2.B.** The Board recognized 2nd place medalists from the UIL State Swimming & Diving Championships and the UIL State Wrestling Tournament.

Virginia Flores, CFISD Athletic Director, recognized the following students:

Arianna Beltran from Cypress Ranch HS - UIL State Wrestling, second place, Weight Class 107; Alexis Booth from Jersey Village HS - UIL State Wrestling, second place, Weight Class 145; Lumiere Kahongo from Cypress Springs HS - UIL State Wrestling, second place, Weight Class 185.

Sophia Luper from Cy-Fair HS - UIL State Swimming & Diving took second place in the 100-meter freestyle.

Board President Henry called for a recess at 6:23 p.m.

Board President Henry called the meeting back to order at 6:30 p.m.

### **3. 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.

**3.A. Board member Julie Hinaman** shared that in the past month she made four campus visits (Fiest, Holmsley, Rennell and Matzke Elementary Schools); was a Kayla Middle School chili cook-off judge; attended the Cy-Fair High School chili cook-off; threw out the first pitch at the Cy-Ranch vs. Cy-Woods softball game; attended the Cy-Falls Black Student Union Program on the History of Soul Music in America; and she attended the Bridgeland BSUP, Lift Every Voice Celebration. Ms. Hinaman also attended the district middle school spelling bee; the SSLC; as well as the regional girls basketball tournament in Lufkin. She spent time at the CFISD mobile library; attended the Vietnamese Lunar New Year celebration and continued her weekly mentoring at Cy-Falls, Cy-Park, and Cy-Ridge High Schools. Lastly, Ms. Hinaman shared how she attended some continuing education sessions at the Governance Camp in Galveston, Texas.

**Board member Christine Kalmbach** thanked the Technology Department for making it possible for her to be present during the Board meeting via Zoom. Ms. Kalmbach also thanked all the families, students, teachers, administration, and staff for making February a great month in CFISD. She shared in the past month she visited Lieder Elementary; attended a varsity and junior varsity basketball game; and was a Kayla Middle School chili cook-off judge. Ms. Kalmbach continued her comments by clearing up misconceptions the public and staff may have about SB 763, and she encouraged local businesses, faith-based groups, and the community to support CFISD with business advertising, global volunteering and mentoring.

**Board member Dr. Natalie Blasingame** thanked all the CFISD teachers, leaders, paraprofessionals, and support staff for all they do each day to enrich the lives of all children and their families. Dr. Blasingame congratulated all the spotlight teachers, paraprofessionals, and support staff of the year. She gave a special shout-out to the CFISD athletic trainers who make sure the athletes are well taken care of everyday. Dr. Blasingame gave a note of personal apology to Dr. Macias, teachers, parents, and other members of the calendar committee for her vote last month, as she regrets her vote. She went on to explain how that group gave so much time and attention to serving on that committee. Dr. Blasingame concluded her comments by giving her personal vision and mission statement, "To defend the cause of the poor, the fatherless, the homeless, and the oppressed to give them hope and a future. I volunteer to build our schools into factories of hope for students so that all young people can accomplish their full potential."

**Board member Todd LeCompte** shared that in the past month he attended the Cy-Falls Black Student Union Program for Black History Month; attended the Truitt Middle School staff vs. students' basketball game; attended a baseball game and is excited about the upcoming softball and baseball season. Mr. LeCompte gave a shout-out to the Bridgeland baseball team for winning a recent tournament in Dallas. He shared that he read to the ELC 1 (Falcon location) in honor of Read Across America.

**Board member Lucas Scanlon** shared that in the past month he visited Swenke and Keith Elementary Schools. During Mr. Scanlon's visits he asked, as he always does, what he needed to know about this school to make him a better Board member. "A shout-out to Tom because that is what Tom used to do." Mr. Scanlon shared that he had a great conversation with both principals and now knows how to help and how to advocate for their campuses. He concluded by thanking the teachers and the staff for the incredible job they do day-in and day-out to meet the needs of the students.

**Board member Scott Henry** expressed his heartfelt gratitude to all the schools he visited this past month. Mr. Henry shared that he attended CFISD spelling bees and the Pass In Review with Dr. Killian. Mr. Henry enjoyed all the cultural experiences throughout the district, while working with students, principals, teachers, and staff. "The dedication and enthusiasm are truly commendable, thank you."

Mr. Henry continued with the **Citizen's Participation** portion of the agenda.

#### **4. Citizen Participation**

**4.A.** 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. Dr. Tara Cummings expressed her opinions regarding Board members.
2. Tamara Shanklin read aloud a poem, *Monumental Difference*, she wrote especially for the CFISD Board of Trustees.
3. Jennifer Chenette shared her opposition to a chaplain position within CFISD.
4. Debbie Blackshear shared comments on the new school year calendar and cautioned Board members on their use of the words "a lot" when referring to emails from stakeholders.
5. Randy Saxon shared the many benefits on having chaplains in public schools.
6. Mindi Penrod expressed her disappointment for "rehashing" the chaplain item and suggested the Board move on.
7. Olivia Penrod shared her comments on the chaplain issue.
8. Peggi Merkey shared the need for chaplains in public schools.
9. Dave Mahon expressed his opposition to chaplains in CFISD.
10. Thomas Weiss expressed his objections to chaplains being employed in CFISD.
11. Lilin Lavin shared comments regarding chaplains in CFISD.
12. Lucas Moody shared how chaplains in CFISD would benefit students.
13. Bob Covey thanked the administration and Board for all they do and expressed his feelings regarding legislators and the LOHE.
14. Lisa Abuka expressed her concerns for lack of PTO presence in certain schools.

Mr. Henry moved on to the **Reports** portion of the agenda.

~~**5.A.** The administration will provide a report on the Cypress Fairbanks ISD Demographic Update completed by Population and Survey Analysts (PASA).~~

This report was removed from the agenda and will be placed on next month's agenda.

**5.B.** The administration provided a written report on the 2024 summer school plans and summer programs for elementary, middle school, and high school.

The Board proceeded with the **Consent Agenda Items** portion of the agenda.

**6.A.** The Board will consider approving the minutes of the February 12, 2024, Regular Board Meeting.

**6.B.** The Board will consider approving the minutes of the February 12, 2024, Special-Called Board Meeting.

**6.C.** The Board will consider authorizing the superintendent to execute a memorandum of understanding with Angelo State University for student teacher placement(s).

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

6.D.1. Data Cabling Project

6.D.2. Disposable Trays for Nutrition Service

6.D.3. Internet and Related Services for ISC (Network Core) Project

6.D.4. Transport Cabinets for Nutrition Services

**6.E.** 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:

- 6.E.1. 2022 Lamkin ES Renovation
- 6.E.2. 2023 Cy Woods HS Renovation
- 6.E.3. 2023 Forced Entry Resistant Film Project

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

Board member Dr. Natalie Blasingame made a motion to  
approve the agenda items as recommended or amended.  
Board member Justin Ray seconded.  
**Motion passed by a 7 to 0 vote.**

Mr. Henry proceeded with the **Non-Consent Agenda Items.**

- 7.A.** The Board will consider approving the administration's recommendation for open/closed campus designations for student transfers for the 2024-2025 school year.

Board President Henry called for a motion.

Board member Dr. Natalie Blasingame made a motion that the Board  
approve the recommendations on open and closed campus designations  
and the dates for student transfers for the 24-25 school year.  
Board member Christine Kalmbach seconded.  
**Motion passed by a 7 to 0 vote.**

- 7.B.** The Board will consider approving on first reading additions, revisions, or deletions to district policies. [This item may be discussed in closed session pursuant to Section 551.071 of the Texas Government Code.]

- 7.B.1. FL (Local) Student Records (Revise)
- 7.B.2 DP (Local) Personnel Positions (Revise) - to consider addition of the position of School Chaplain.
- 7.B.3 GKG (Local) Community Relations: School Volunteer Program (Revise) - to consider addition of a volunteer position of School Chaplain

**Speakers:**

1. Dr. Tara Cummings addressed the Board regarding chaplains in CFISD.
2. Jennifer Chenette addressed the Board on the continued issue of chaplains in public schools.
3. Tammy Sandel expressed her opposition to chaplains in CFISD.
4. Aly Fitzpatrick expressed her opposition to chaplains in CFISD.
5. Joseph Atinsky shared that he is in favor of a volunteer position of school chaplains.
6. Rocky Malloy shared his comments on chaplains in public schools.
7. Joske Malloy shared her comments on chaplains in public schools.
8. Heidi Rothschild shared her opposition to chaplains in CFISD.
9. Julie Pickren addressed the Board regarding the misinformation given on school chaplains.
10. Lisa Abuka addressed the Board regarding chaplains.
11. Monica Hatfield shared her opposition to school chaplains.
12. Dave Mahon shared his opposition to chaplains in CFISD.
13. Nasir Malik shared his opposition to chaplains in CFISD.
14. Chad Green shared his favoritism of school chaplains.
15. Jon Rosenthal shared important protocols for school chaplains.
16. Jonathan Covey shared his support for the school chaplain policy.
17. Lorena Garza shared the benefits of having school chaplains.
18. Dr. Tom Oliverson shared his support and what protocols should be in place for chaplains in public schools.
19. Cleveland Lane shared his opposition to school chaplains.
20. Judi DeHaan addressed the Board regarding school chaplains.

General Counsel Marney Collins Sims gave a presentation on SB 763.

Board President Henry called for a motion on Item 7.B.2.

Board member Dr. Natalie Blasingame made a motion that the Board adopt DP (Local) for a personnel position as presented by general counsel.  
Board member Christine Kalmbach seconded.  
**There were 2 votes in favor.**  
**There were 5 votes opposed.**  
**Motion failed by a 5 to 2 vote.**

Board President Henry called for a motion on Item 7.B.3.

Board member Dr. Natalie Blasingame made a motion that the Board adopt GKG (Local) as reflected in 7.B.3.  
Board member Christine Kalmbach seconded.  
**There were 2 votes in favor.**  
**There were 5 votes opposed.**  
**Motion failed by a 5 to 2 vote.**

Board President Henry called for a motion on Item 7.B.1.

Board member Dr. Natalie Blasingame made a motion that the Board Approve 7.B.1., FL Local Student Records.  
Board member Justin Ray seconded.  
**Motion passed by a 7 to 0 vote.**

**7.C.** The Board will consider approving on second reading additions, revisions, or deletions to district policies. [This item may be discussed in closed session pursuant to Section 551.071 of the Texas Government Code.]

- 7.C.1. CQB (Local) Technology Resources: Cybersecurity (Revise)
- 7.C.2. GKG (Local) Community Relations: School Volunteer Program (Revise)

Board President Henry called for a motion on 7.C.1.

Board member Justin Ray made a motion.  
Board member Lucas Scanlon seconded.  
**Motion passed by a 7 to 0 vote.**

Board President Henry called for a motion on 7.C.2.

Board member Justin Ray made a motion.  
Board member Lucas Scanlon seconded.  
**There were 6 votes in favor.**  
**There was 1 vote opposed.**  
**Motion passed by a 6 to 1 vote.**

**7.D.** The Board will consider rescinding the termination of Nicole Graves and accepting her resignation of employment from the District. [This item was discussed in closed session pursuant to Section 551.074.]

**7.E.** The Board will consider approving the superintendent’s recommendation to give notice to Michelle Trahan, 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 pursuant to Section 551.074.]

**7.F.** The Board will consider making a determination that good cause did not exist as required by law for Briana Wilson, Mirian Esquivel, Cheyenne Grant, Lauren Kimball, Teyonce McDaniel, Christine Walker, Blanca Rivera-Perez, and Evelyn Tellez to resign their respective employment contracts. [This item was discussed in closed session pursuant to Section 551.074.]

The Board proceeded with **Information Items**.

**8. Information Items**

**8.A.** Board committee updates.

Justin Ray gave an update on the Governance Committee in which they are reviewing the Board Operating Procedures.

Lucas Scanlon shared that the Finance and Operations Committee would be meeting on March 20, 2024.

Christine Kalmbach shared that the Academics, Safety, Vision, and Planning Committee would be meeting on March 25, 2024.

Dr. Natalie Blasingame shared that the Ad-Hoc Retention Committee would be meeting on March 7, 2024.

Todd LeCompte shared that the Policy Review Committee would be meeting soon to discuss new policies that will be on the April 2024 agenda.

**8.B.** Recap of Board member requests for information. (None)

Mr. Henry proceeded with the **Discussion** portion of the agenda.

**9. Discussion**

**9.A.** The administration will discuss the Districtwide Intruder Detection Audit Report findings. [This item was discussed in closed session pursuant to Section 551.076 of the Texas Government Code.]

Board President Henry thanked the audience for attending the meeting, and he also thanked those viewing from home.

**10. Adjournment**

Board President Henry called for a motion to move into closed session. He announced that the Board would reconvene in open session to vote on agenda items 7.D., 7.E. and 7.F.

Board member Justin Ray made a motion.  
Board member Dr. Natalie Blasingame seconded.  
**Motion passed by a 7 to 0 vote.**

The Board moved to closed session at 8:17 p.m.

The Board reconvened in open session at 8:49 p.m.

**7.D.** The Board will consider rescinding the termination of Nicole Graves and accepting her resignation of employment from the District. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Justin Ray made a motion that the Board of Trustees rescind its termination of said employee and accept the resignation effective December 10, 2023.  
Board member Scott Henry seconded.  
**Motion passed by a 6 to 0 vote.**

**(Ms. Kalmbach was having technical difficulties and was unable to vote via Zoom.)**

**7.E.** The Board will consider approving the superintendent's recommendation to give notice to Michelle Trahan, 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 pursuant to Section 551.074.]

Board member Dr. Natalie Blasingame made a motion that the Board give notice to Michelle Trahan that her employment under term contract is terminated.  
Board member Todd LeCompte seconded.  
**Motion passed by a 7 to 0 vote.**

**7.F.** The Board will consider making a determination that good cause did not exist as required by law for Briana Wilson, Mirian Esquivel, Cheyenne Grant, Lauren Kimball, Teyonce McDaniel, Christine Walker, Blanca Rivera-Perez, and

Evelyn Tellez to resign their respective employment contracts. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Justin Ray made a motion that the Board of Trustees render a finding under the Texas Administrative Code Chapter 249.17(d) that good cause did not exist as required by Texas Education Code for said employees 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 Certification for contract abandonment.

Board member Lucas Scanlon seconded.

**Motion passed by a 6 to 0 vote.**

**(Ms. Kalmbach was having technical difficulties and was unable to vote via Zoom.)**

The March 4, 2024, Regular Board Meeting was adjourned at 8:52 p.m.

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Scott Henry  
President, Board of Trustees

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Justin Ray  
Secretary, Board of Trustees

Approved: April 4, 2024

**Comprehensive System**

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

**Cumulative Record**

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

**Custodian of Records**

The principal or designee is director of general administration is the designated custodian of all general education records for currently enrolled current and former students. The special education director is custodian of fill.special education records for current and former students. The Superintendent or designee is the custodian of records for students who have withdrawal or graduated. The student handbook made available to all students and parents shall contain a listing of and the addresses of District schools, as well as the Superintendent's director of general administration's business address.

**Types of Education Records**

The record custodian shall be responsible for the maintenance and retention of the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by an accelerated learning committee convened for the student.
5. Health services record, including:

- a. The results of any tuberculin tests required by the District.
  - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
  - c. Immunization records. [See FFAB]
6. Attendance records.
  7. Student questionnaires.
  8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
  9. Verified reports of serious or recurrent behavior patterns.
  10. Copies of correspondence with parents and others concerned with the student.
  11. Records transferred from other districts in which the student was enrolled.
  12. Records pertaining to participation in extracurricular activities.
  13. Information relating to student participation in special programs.
  14. Records of fees assessed and paid.
  15. Records pertaining to student and parent complaints.
  16. Other records that may contribute to an understanding of the student.

### Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The [building principal](#), records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular business hours without charge upon written request to the [building principal or records custodian](#). For in-person viewing, [the records custodian or designee staff member with knowledge](#) shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the [Superintendent's, principal's, or school counselor's office records custodian](#) or other restricted area designated by the [principal or records custodian](#). The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular business hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

**Access by School  
Officials**

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;

4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

**Transcripts and  
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the time line provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records  
Responsibility for  
Students in Special  
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the office of special education.

**Procedure to Amend  
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

STUDENT RECORDS

FL  
(LOCAL)

**Directory  
Information**

The District has designated the following categories of information as directory information: student name; address; photograph; month and year of birth; degrees, honors, and awards received; schools attended; dates of attendance; grade level; participation in officially recognized activities and sports; and weight and height of members of athletic teams.



The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's

Exclusive Easement Area”, and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee’s Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee’s Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee’s Exclusive Easement Area at Grantor’s sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor’s expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee’s pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee’s Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that

Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in

written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

**EXECUTED** this [ ] day of [ ], 20[ ].

Cypress Fairbanks Independent School District

BY: [ ]  
Signature

[ ]  
Name typed or printed

[ ]  
Title

STATE OF TEXAS }

COUNTY OF [ ] }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared [ ],  
[ ] of Cypress Fairbanks Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( )he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said school district.

**Given under my hand and seal of office** this [ ] day of [ ], 20[ ].

[ ]  
Notary's Signature

[ ]  
Name typed or printed

[ ]  
Commission Expires



**EXECUTED** this [ ] day of [ ], 20[ ].

Cypress Fairbanks Independent School District

BY: [ ]  
Signature

[ ]  
Title

[ ]  
Name typed or printed

**SUBSCRIBED and SWORN** before me this [ ] day of [ ], 20[ ].

[ ]  
Notary's Signature

[ ]  
Name typed or printed

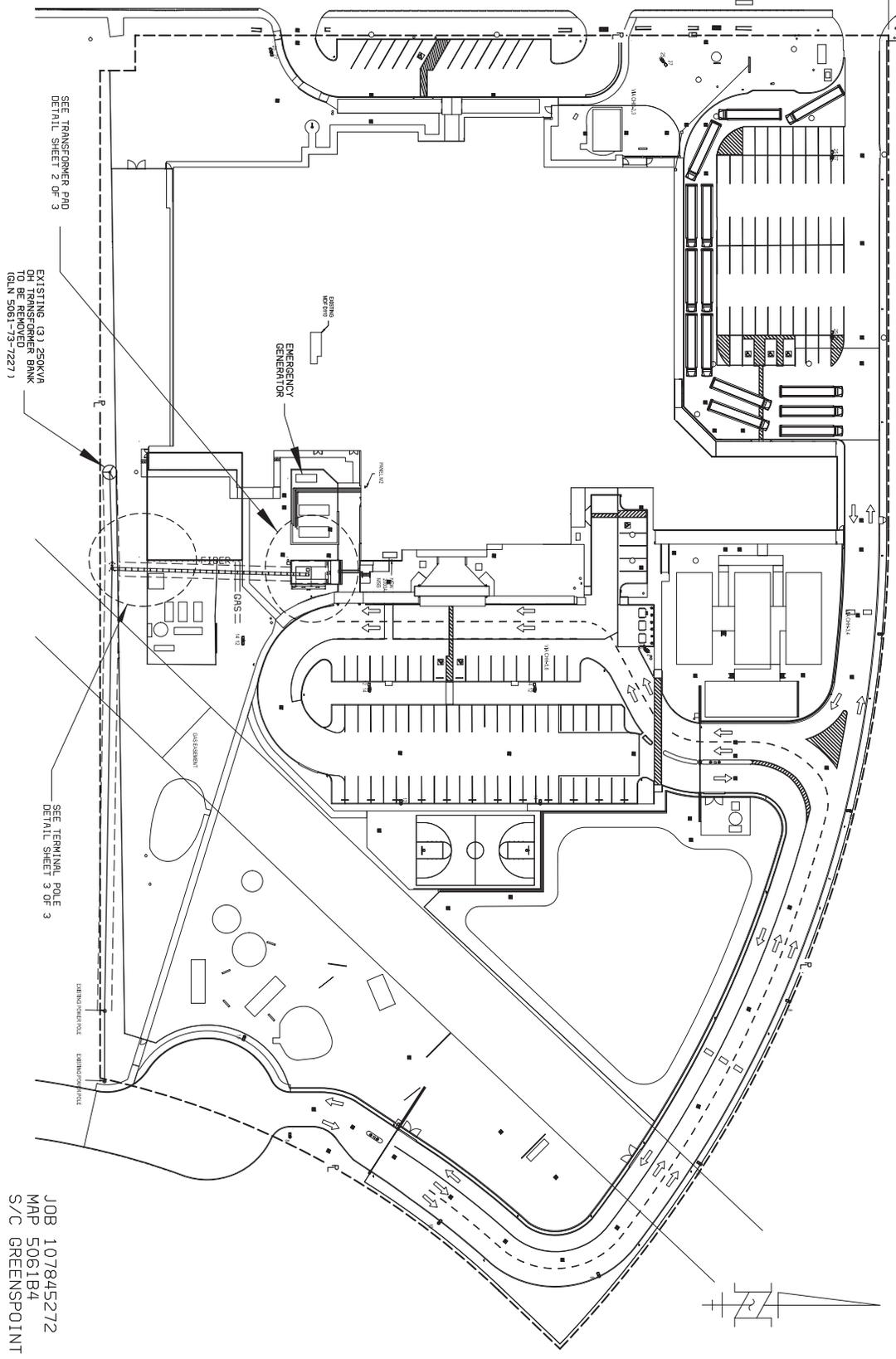
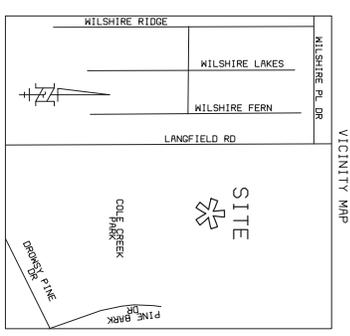
[ ]  
Commission Expires

**AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700**

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
5061	B4	411-W	EXHIBIT "A"	N.T.S.		


  
 SHEET 1 OF 3
   
 JOB #107845272
   
**GENERAL LOCATION SKETCH**

CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING AND/OR STARTING DISTRICT BEST ACCESSING OR INSPECTION REQUEST WEBSITE: [HTTP://WWW.CENTERPOINTENERGY.COM/EN-US/PAGES/MUFORM.ASPX](http://www.centerpointenergy.com/en-us/pages/mufform.aspx)
  
 CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS



JOB 107845272  
 MAP 5061B4  
 S/C GREENSPPOINT

GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
5061	B4	411-W	EXHIBIT "A"	N. T. S.		

**NOTES**  
CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.

THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES.

REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF THE TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.

METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.

ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

CNP TRUCK-CRANE ACCESS AREA - TRANSFORMER TO BE SET/PICKED OVER COVERED WALKWAY

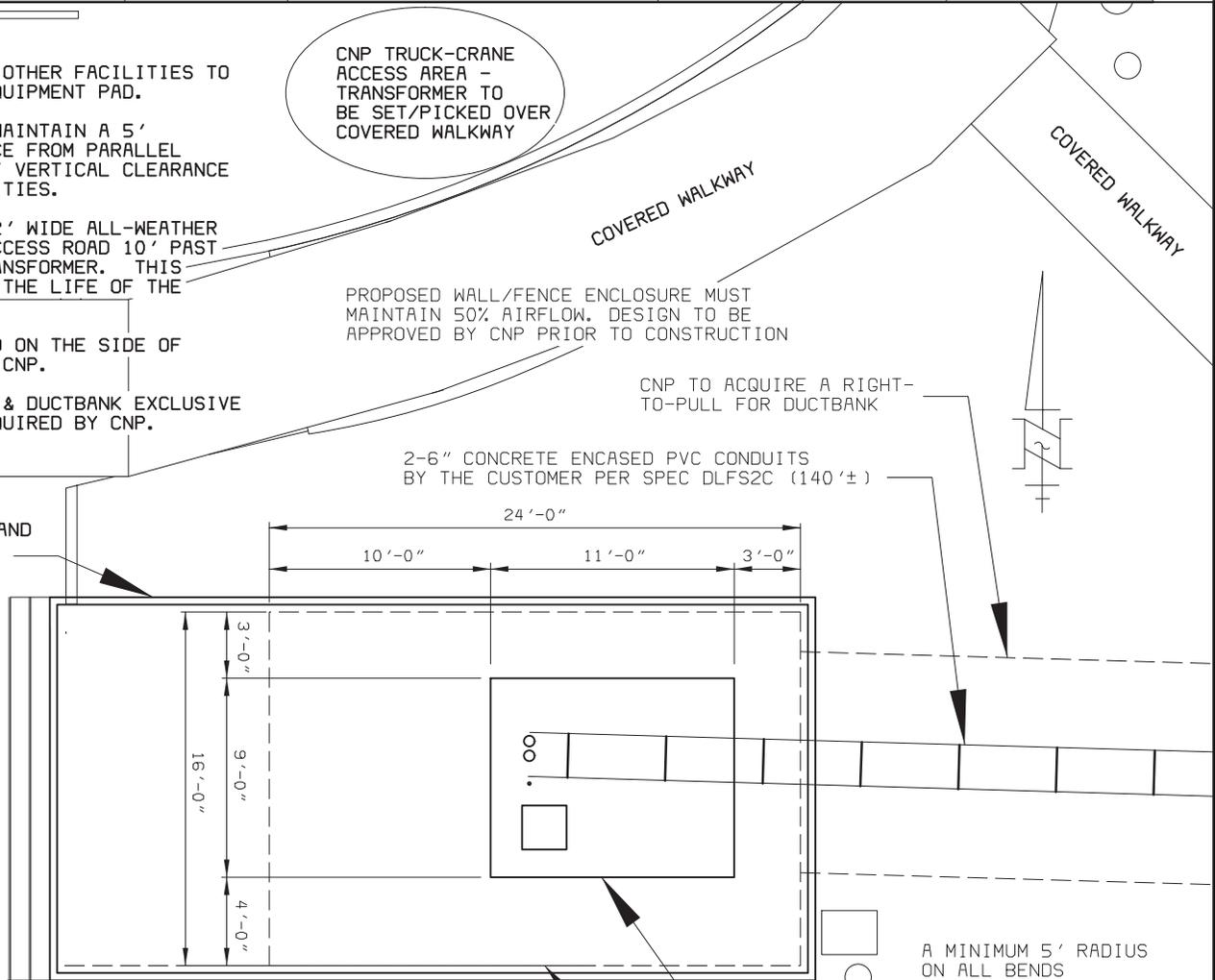
PROPOSED WALL/FENCE ENCLOSURE MUST MAINTAIN 50% AIRFLOW. DESIGN TO BE APPROVED BY CNP PRIOR TO CONSTRUCTION

CNP TO ACQUIRE A RIGHT-TO-PULL FOR DUCTBANK

2-6" CONCRETE ENCASED PVC CONDUITS BY THE CUSTOMER PER SPEC DLFS2C (140'±)

PROPOSED ELEVATED AND ENCLOSED STRUCTURE

STAIRS AND HANDRAILS AS REQUIRED



A MINIMUM 5' RADIUS ON ALL BENDS

9' X 11' PAD FOUNDATION BY THE CUSTOMER PER SPEC 80-400

A MINIMUM 16' X 24' WORKING CLEARANCE TO BE MAINTAINED

CUSTOMER IS TO PROVIDE A STRUCTURE TO ELEVATE THE TOP OF THE TRANSFORMER PAD TO A MINIMUM ELEVATION OF 2' ABOVE THE 500-YEAR FLOOD PLAIN

THE STRUCTURE MUST ALSO ELEVATE THE 16' X 24' MINIMUM WORKING CLEARANCE AREA, OR EASEMENT (REFER TO EQUIPMENT PAD SPEC, "MINIMUM EASEMENT REQUIREMENTS")

THE TOP OF THE TRANSFORMER PAD IS TO HAVE A MINIMUM 6" ABOVE THE SURROUNDING WORKING CLEARANCE AREA

THE DESIGN OF THE ELEVATED STRUCTURE, INCLUDING STAIRS AND HANDRAILS, IS TO ADHERE TO OSHA AND GOVERNING CITY OR COUNTY BUILDING CODE. STAIRS AND HANDRAILS ARE TO BE OUTSIDE OF THE EASEMENT AREA.

SEALED DRAWINGS DETAILING THE CONSTRUCTION OF THE ELEVATED STRUCTURE MUST BE SUBMITTED TO CNP FOR REVIEW. SEALED DRAWINGS SHOULD SHOW A PROFILE OF THE 18" THICK TRANSFORMER PAD, WITH 6" ± ABOVE SURROUNDING SLAB. EQUIPMENT WEIGHT MAXIMUM OF 43,000 LBS SHOULD BE NOTED.

JOB 107845272  
MAP 5061B4  
S/C GREENSPOINT

GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
5061	B4	411-W	EXHIBIT "A"	N. T. S.		

THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES.

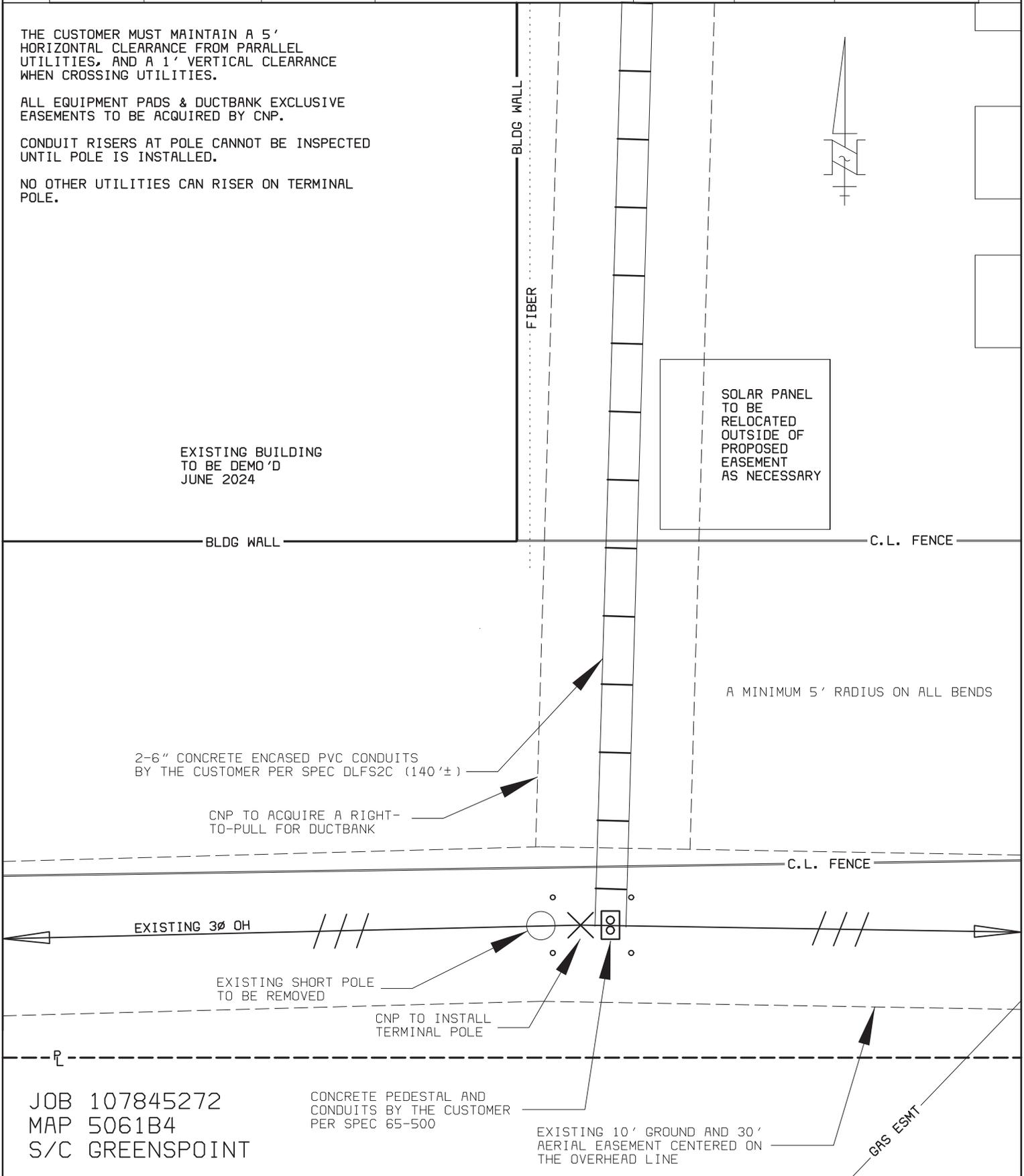
ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

CONDUIT RISERS AT POLE CANNOT BE INSPECTED UNTIL POLE IS INSTALLED.

NO OTHER UTILITIES CAN RISER ON TERMINAL POLE.

EXISTING BUILDING TO BE DEMO'D JUNE 2024

SOLAR PANEL TO BE RELOCATED OUTSIDE OF PROPOSED EASEMENT AS NECESSARY



BLDG WALL

BLDG WALL

FIBER

C.L. FENCE

A MINIMUM 5' RADIUS ON ALL BENDS

2-6" CONCRETE ENCASED PVC CONDUITS BY THE CUSTOMER PER SPEC DLFS2C (140'±)

CNP TO ACQUIRE A RIGHT-TO-PULL FOR DUCTBANK

C.L. FENCE

EXISTING 3Ø OH

EXISTING SHORT POLE TO BE REMOVED

CNP TO INSTALL TERMINAL POLE

JOB 107845272  
MAP 5061B4  
S/C GREENSPPOINT

CONCRETE PEDESTAL AND CONDUITS BY THE CUSTOMER PER SPEC 65-500

EXISTING 10' GROUND AND 30' AERIAL EASEMENT CENTERED ON THE OVERHEAD LINE

GAS ESMT

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Toll-free: 1-800-938-7272  
Fax: 713-961-4571  
PBK.com

March 28, 2024

**VIA: E-MAIL**



Mr. Jesse Clayburn, LEED AP  
Assistant Superintendent of Facilities & Construction  
Cypress-Fairbanks Independent School District  
11430-B Perry Road  
Houston, Texas 77064

RE: 2022 CY-FAIR HS RENOVATION  
CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
CFISD Proposal Number: 21-10-5701R-RFP  
PBK Project Number: 220022

Dear Mr. Clayburn,

On Thursday, March 07, 2024, competitive sealed proposals were received in the District's Facilities & Construction Office for the 2022 Cy-Fair HS Renovation project. Three (3) offerors submitted proposals as requested. Please find attached a tabulation of the proposal results.

A Selection Committee made up of District administrators, architects, and consultants evaluated the proposals on March 08, 2024, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

PBK recommends to the Cypress-Fairbanks Independent School District's Board of Trustees, the acceptance of the Selection Committee's recommendation to select ICI Construction, Inc. as the contractor for the 2022 Cy-Fair HS Renovation project in the amount of \$91,338,929.00, which represents the Base Proposal plus Alternates 1, 4b, 5b, and added Post Proposal Addendum 7. All parties teamed up with the Cypress-Fairbanks ISD staff to confirm proposals contained fair and accurate pricing, ensuring that the maximum value to the District was achieved.

ICI Construction, Inc. is a Houston, Texas based contractor that has successfully executed numerous construction projects for a host of school districts in the Texas Gulf Coast area including projects with Cy- Fair ISD. Additionally, after discussions with their references, we feel they are well qualified to execute the requirements of the contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Killian, and the Cypress-Fairbanks Independent School District for allowing us this exciting opportunity to be part of this important project. We look forward to a successful partnership with the District and ICI Construction, Inc. in the construction of the 2022 Cy-Fair High School Renovation.

Sincerely,  
PBK Architects, Inc.

A handwritten signature in blue ink, appearing to read 'B. Ross', is written over a light blue horizontal line.

Brandon Ross, AIA, LEED AP BD+C  
Managing Partner

# PROPOSAL TABULATION SHEET



Proposal Date/Time: Thursday, March 07, 2024 at 2:00 P.M. Base Proposals, Alternate Proposals at 3:00 P.M.

## 2022 CY-FAIR HS RENOVATION

### Cypress-Fairbanks Independent School District

Cypress-Fairbanks Independent School District Project No. 21-10-5701R-RFP / PBK Project No. 220022

	DivisionOne Construction	Recommended Proposer  ICI Construction, Inc.	Satterfield & Pontikes Construction Inc.
Proposal Bond (Section AD) - 10%	Yes	Yes	Yes
Base Proposal	\$112,499,000.00	\$105,000,000.00	\$112,000,000.00
Addenda Acknowledged: 1-6	Yes	Yes	Yes
<b>ALTERNATES</b>			
Alternate Number 1 – Base Bid Adjustment	-\$2,900,000.00	-\$5,750,000.00	-\$9,100,000.00
Alternate Number 2 – Green House	\$375,000.00	\$365,000.00	\$490,000.00
Alternate Number 3a - 23 64 26 - Centrifugal Water Chillers - Carrier	\$2,265,000.00	\$2,125,000.00	\$2,299,000.00
Alternate Number 03b - 23 64 26 - Centrifugal Water Chillers - Trane	\$2,300,000.00	\$2,150,000.00	\$2,082,000.00
Alternate Number 4a- 23 64 16.13 - Centrifugal Water Chillers - Magnetic Bearing - Trane	No Bid	No Bid	No Bid
Alternate Number 4b – 23 64 16.13 – Centrifugal Water Chillers – Magnetic Bearing – Daikin	\$2,250,000.00	\$2,150,000.00	\$2,618,000.00
Alternate Number 5a – 23 81 26 – Ductless Mini Split System Air Conditioner – Trane / Mitsubishi	\$115,000.00	\$110,000.00	\$128,000.00
Alternate Number 5b – 23 81 26 – Ductless Mini Split System Air Conditioner – Daikin	\$70,000.00	\$65,000.00	\$77,000.00
Alternate Number 5c – 23 81 26 – Ductless Mini Split System Air Conditioner – LG	\$70,000.00	\$68,000.00	\$86,000.00
Alternate Number 6 – Paving Replacement	\$205,000.00	\$175,000.00	\$192,000.00
Post Proposal Addendum No. 7		-\$10,126,071.00	
<b>FINAL BASE PROPOSAL + ALTERNATES 1, 2, 3a, 3b, 4a, 4b, 5a, 5b, 5c,6</b>			
	\$111,919,000.00	\$91,338,929.00	\$105,595,000.00
<b>PROPOSER RANK</b>	<b>3</b>	<b>1</b>	<b>2</b>

Jesse Clayburn  
Assistant Superintendent, Facilities & Construction

**TO:** Dr. Douglas Killian  
The Board of Trustees

**FROM:** Jesse Clayburn

**DATE:** March 21, 2024

**RE:** **2022 CY-FAIR HS RENOVATION  
CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 21-10-5701R-RFP  
CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of three (3) proposals from interested contractors on Thursday, March 07, 2024, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposals submitted and a recommendation letter from PBK Architects dated March 21, 2024.

Our department has carefully evaluated the submitted proposals and hereby recommends to the Board of Trustees, to award the construction contract to ICI Construction, Inc. in the amount of \$91,338,929.00. This recommendation is based upon acceptance of the Base Proposals plus Alternates No. 1, 4B, 5B & Post Proposal Addendum No. 7. The project is being funded from Bond Funds. ICI Construction, Inc. has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes a new auditorium to District standards, a new automotive technology classroom to District standards, a new kitchen addition and renovation to District Standards, new CTE classrooms to District standards, a new culinary arts practicum, new classroom and science classroom casework, 2 new art classrooms, an orchestra addition of rehearsal hall and practice rooms, a new athletics field house, new boys and girls locker and athletic facilities, partial roof replacement, new LED lighting, new fire sprinkler and fire alarm system, new chillers and boilers in the central plant, safety and security upgrades, and miscellaneous mechanical, electrical and plumbing upgrades.

ICI Construction, Inc. is a Houston, Texas based contractor that has successfully executed projects for many school districts in the Texas Gulf Coast area, including Cypress-Fairbanks Independent School District.

If you should have any questions, please do not hesitate to call.

jc/rc

cc: Matt Morgan  
Shannon Thompson  
Severin "Jody" Doebele  
Project File 1.9/4.7



447 Heights Blvd • HOUSTON, TEXAS 77007 • TELEPHONE: 713-975-9525 • FAX: 713-780-7824

March 6, 2024

Mr. Jesse Clayburn  
Assistant Superintendent of Facilities & Construction  
Cypress-Fairbanks Independent School District  
11430-B Perry Road  
Houston, Texas 77064

RE: 2023 ELC1, ELC2, ELC Barker Cypress & Falcon Annex Renovations  
Cypress-Fairbanks Independent School District  
CFISD Project Number: 23-11-5735-R-RFP  
NATEX Project Number: 23-14

Dear Mr. Clayburn:

On Thursday, February 29, 2024, CFISD received competitive sealed proposals at the District's Facilities, Design & Construction offices on Perry Road for the 2023 ELC1, ELC2, ELC Barker Cypress & Falcon Annex Renovations project. A total of two (2) offerors submitted their proposals as requested. A tabulation of the proposal results is attached herewith.

The Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Friday, March 1, 2024, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

NATEX Architects recommends to the Cypress-Fairbanks Independent School District the acceptance of the selection committee's recommendation to select Nash Industries, Inc. as the contractor for the 2023 ELC1, ELC2, ELC Barker Cypress & Falcon Annex Renovations project in the amount of \$1,854,000.00, which represents the base proposal and Alternate 1. All parties teamed with Cypress-Fairbanks ISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Nash Industries, Inc. is a Houston, Texas based contractor that has successfully executed projects for school districts in the Texas Gulf Coast area. Additionally, after receipt of their references, we feel they are well-qualified to execute the requirements of the contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Killian and the Cypress-Fairbanks Independent School District for allowing us this opportunity to be part of this important project.

We look forward to a successful partnership with the District and with Nash Industries, Inc. in the construction of the 2023 ELC1, ELC2, ELC Barker Cypress & Falcon Annex Renovations project.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Carolina Weitzman".

M. Carolina Weitzman, AIA, LEED ap  
Principal in charge

cc: Mr. Jody Doebele, Mr. Dan Grosz, Ms. Shannon Thompson, Mr. Steven Bryan/ Cypress-Fairbank ISD  
Mr. Allen Kuy /Cypress-Fairbanks ISD

# **PROPOSAL TABULATION FORM**

## **2023 ELC 1, ELC 2 ELC Barker Cypress & Falcon Annex Renovations**

Cypress-Fairbanks Independent School District

CFISD Project No. 23-11-5735-R-RFP / Architect Project No. 23-14

Base Proposal Date/Time: Thursday February 29, 2024 at 2:00 p.m. (CST)

Alternate Proposal Date/Time: Thursday February 29, 2024 at 3:00 p.m. (CST)

		Recommended Proposer
	ICI CONSTRUCTION, INC.	NASH INDUSTRIES, INC.
Proposal Bond (Section AD)	YES	YES
Base Proposal	\$2,600,000.00	\$1,854,000.00
Addenda Acknowledged: 1 & 2	YES	YES
Alternate 1: Adjustment to Base Proposal	-\$68,000.00	\$0.00
<b>TOTAL: Base Proposal + Alternate 1</b>	<b>\$2,532,000.00</b>	<b>\$1,854,000.00</b>
<b>TOTAL BASE PROPOSAL AMOUNT + ALTERNATE 1</b>	<b>\$2,532,000.00</b>	<b>\$1,854,000.00</b>
<b>PROPOSER RANK</b>	<b>2</b>	<b>1</b>

Jesse Clayburn  
Assistant Superintendent, Facilities & Construction

**TO:** Dr. Douglas Killian  
The Board of Trustees

**FROM:** Jesse Clayburn

**DATE:** March 19, 2024

**RE:** **2023 ELC1, ELC2, ELC BARKER CYPRESS & FALCON ANNEX  
RENOVATIONS  
CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 23-11-5735-R-RFP  
CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of two (2) proposals from interested contractors on Thursday, February 29, 2024, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposals submitted and a recommendation letter from NATEX Architects dated March 06, 2024.

Our department has carefully evaluated the submitted proposals and hereby recommends to the Board of Trustees, to award the construction contract to Nash Industries, Inc. in the amount of \$1,854,000.00. This recommendation is based upon acceptance of the Base Proposals and Alternate No. 1. Nash Industries, Inc. has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes a new roof (ELC 1, ELC 2, Falcon Annex), new fire sprinkler system (Falcon Annex), and miscellaneous mechanical, electrical, and plumbing upgrades at each facility.

Nash Industries, Inc. is a Houston, Texas based general contractor that has successfully executed projects for many school districts in the Texas Gulf Coast area.

If you should have any questions, please do not hesitate to call.

jc/rc

cc: Matt Morgan  
Shannon Thompson  
Severin "Jody" Doebele  
Project File 1.9/4.7

**INTERLOCAL AGREEMENT**  
**Made by and between**  
**Cypress-Fairbanks ISD and Region 4 Education**  
**Service Center (Region 4 ESC)**

---

**FOR**  
**TEXAS EDUCATION EXCHANGE PILOT SERVICES**

This Interlocal Agreement for Texas Education Exchange Pilot services (“Agreement”) is made by and between Cypress-Fairbanks ISD (“District”) and REGION 4 EDUCATION SERVICE CENTER (“Region 4 ESC”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes governmental entities, including regional education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS**, regional education service centers may offer any service requested and purchased by any school district or campus in the state; and

**WHEREAS**, Region 4 provides the Texas Education Exchange Beta services; and

**WHEREAS**, the Parties wish to enter into this Agreement to provide District with the Texas Education Exchange Beta services; and

**WHEREAS**, Region 4 is providing educational or digital services ("Services") to District pursuant to the following agreement: Standard Student Data Privacy Agreement which was entered into on \_\_\_\_\_(the “Service Agreement”); and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

**AGREEMENT**

## **1. PURPOSE**

District and Region ESC 4 seek to collaborate on the “Beta” of the Texas Education Exchange. Over the next couple of school years, the goal of the Texas Education Exchange is to become a low-cost and innovative way to transform data pathways for districts across the state. This effort seeks to address common problems facing Texas school systems around the integration and use of data and analytics. With substantive financial support from and guidance by the Texas Education Agency (TEA), the Texas Education Exchange is structured to have a symbiotic relationship with Texas Student Data System (TSDS) and the state’s plans to modernize to, an Ed-Fi-based data collection strategy. Five Texas Regional Service Centers form the initial collaboration for Texas Education Exchange - Regions 4 (Houston area), 10 (Dallas area), 11 (Fort Worth area), 13 (Austin area), and 20 (San Antonio area) - with a goal to expand statewide in the coming years.

The ultimate vision for the Texas Education Exchange includes:

- Leveraging Ed-Fi to store and interoperate a range of data (e.g., SIS data, assessment data, learning management system data).
- A set of foundational applications available to all members of the Texas Education Exchange (e.g., a queryable LEA-focused data warehouse, web-based reports critical to all Texas LEAs).
- An “app store” with a wide range of opt-in applications makes it less expensive and easier to use by virtue of being in Texas Education Exchange.
- The 2022-23 school year is a beta year for Texas Education Exchange, meaning this is our year for shared learning and prototyping what this program will look like moving forward. Our goals for the 2022-23 school year include:
  - Build a small, active cadre of LEA champions for the Texas Education Exchange who will share the value of Texas Education Exchange with their LEA peers.
  - Build and provide a proof of concept for the technical infrastructure that underlies Texas Education Exchange, to help prepare for a broader scale in 2023-24 (and beyond).
  - Build out our toolset for at least two education data use cases so that those use cases are ready for a broader scale in 2023-24 (and beyond).
  - Develop and test an approach to servicing LEAs to help us scale in 2023-24 and beyond, in ways that actively leverage each ESC’s existing support structures.

## **2. TERM OF AGREEMENT**

### **2.1. Term.**

This Agreement shall be effective as of \_\_\_\_\_ (Effective Date”) and shall remain in effect through August 31, 2024, known hereinafter as the (“Term”). This Agreement shall continue unchanged unless terminated as outlined below. This Agreement may automatically renew for a period of twelve (12) months and terminate on August 31, 2025.

### **2.2. Termination.**

This Contract may be terminated prior to the expiration of the Term hereof as follows:

- a. Termination Upon Mutual Consent. This Agreement may be terminated immediately upon mutual written consent of the Parties.
- b. Termination Without Cause by Either Party. Either Party may terminate this Agreement without cause by giving the other Party not less than thirty (30) calendar days prior written notice of their intent to terminate.
- c. Force Majeure and Additional Termination Events
  1. Force Majeure: Neither District nor Region 4 shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, or other causes that are beyond the reasonable control of either party and that by the exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome, but force majeure events specifically exclude cyberattacks, intrusions, and incidents of unauthorized access. Each party must inform the other in writing, with proof of receipt, within five (5) working days of the existence of such force majeure, or otherwise waive this right as a defense. Region 4 shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. In the event of a force majeure event, Region 4 will not increase its charges under this Agreement. If the delay or failure continues beyond fifteen (15) calendar days, District may terminate this Agreement in whole or in part with no further liability and will receive a refund of any prepaid fees unearned as of the time of termination.
  2. Additional Termination Events: Region 4 reserves the right in its sole discretion to immediately terminate this Agreement by written notice to District in the event that (1) Grant funding is canceled, diminished, or delayed, or (2) this Agreement or the activities contemplated herein are deemed impermissible or otherwise prohibited from occurring within the State of Texas, including through any actions by the Governor, Legislature, or Texas Education Agency.

### **3. DUTIES AND RESPONSIBILITIES**

#### **3.1. Region 4 ESC Duties and Responsibilities.**

Pursuant to this Agreement, Region 4 ESC will provide the following:

- A. An Ed-Fi ODS/API environment for the District.
- B. Onboarding support to utilize the Ed-Fi ODS/API environment.
- C. Access to a “beta” data warehouse with data sourced from the Ed-Fi ODS/API environment.
- D. Access to a set of “beta” dashboards powered by the “beta” data warehouse.
- E. Training and support to utilize the “beta” data warehouse and the “beta” dashboards.

#### **3.2. District Duties and Responsibilities.**

Pursuant to this Agreement, District will provide the following:

- A. Active participation in Ed-Fi ODS/API onboarding.
- B. Active participation in user research interviews and activities about Texas Education Exchange tools and supports.

### **4. AGREEMENT AMOUNT AND COMPENSATION**

Region 4 agrees to provide Texas Education Exchange core platform services at no charge during the term of this agreement. Said Services from Region 4 are paid for from federal and state grant funding.

### **5. MISCELLANEOUS PROVISIONS**

#### **5.1. Liability.**

No Party assumes liability for the duties and/or responsibilities under the control of the other Party or for the actions of the employees of the other Party.

#### **5.2. Immunity as a Defense.**

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable or to waive any immunity or defense to which either Party may be entitled, nor to create an impermissible deficiency debt of either Party.

#### **5.3. Notices.**

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

**DISTRICT:** Cypress-Fairbanks ISD  
10300 Jones Road  
Houston, Texas 77065  
Phone: 281-897-4000  
Attn: Paula Ross  
Email: paula.ross@cfisd.net

**REGION 4 ESC:** Region 4 Education Service Center  
7145 West Tidwell  
Houston, Texas 77092-2096  
Phone: 713 744-8143  
Attn: Jerry Lashley, Director, Texas Education Exchange  
Email: jerry.lashley@esc4.net

#### **5.4. Relationship.**

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Region 4, or any employee or agent of Region 4. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 4 and any employee or agent of District. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

#### **5.5. Jurisdiction/Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Harris County, Texas.

#### **5.6. Assignment.**

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

#### **5.7. Severability.**

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

#### **5.8. Agreement.**

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

#### **5.9. Warranty.**

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

**5.10. No Third Party Beneficiary.**

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

**5.11. No Joint Venture.**

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

**5.12. Implied Waiver.**

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**5.13. Approvals or Consents.**

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

**5.14. Merger.**

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

**5.15. Cooperation.**

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

***[Signature Page to Follow]***

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

**REGION 4 EDUCATION SERVICE CENTER**

**CYPRESS-FAIRBANKS ISD**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jeff Kohrman  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
CTO, Technical Services  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

ORDER

AUTHORIZING THE ISSUANCE OF

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS,  
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: April 4, 2024

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AN ORDER AUTHORIZING THE ISSUANCE OF CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; 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(s) (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate(s); and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations, and to accomplish such refunding or defeasance by depositing directly with a issuing and paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, 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 one or more escrow agreements or deposit agreements 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 Board hereby finds and determines that the refunding of the fixed-rate Refunded Obligations as contemplated in this Order will benefit the District by providing net present value debt service savings to the District, and that such benefit constitutes a valid public purpose and is sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the refunding of the variable-rate Refunded Obligations as contemplated in this Order will benefit the District by providing long-

term financing at fixed rates thereby reducing interest rate risk and market risk as well as the total amount of variable rate debt outstanding, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the manner in which the refunding of the variable-rate Refunded Obligations is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2); 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, the District desires to issue, either in combination with such refunding bonds or on a stand-alone basis as part of one or more separate series of bonds, school building bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”), at an election held within the District on May 4, 2019 (the “Election”); and

WHEREAS, at said Election the voters authorized the issuance of school building bonds under Proposition A as described in the following schedule, such schedule also showing amounts previously issued pursuant to such voted authorization; and

Election	Purpose	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2019 Election (Proposition A)	Construction, acquisition, renovation and equipment of school buildings in the District, including safety and security infrastructure, the purchase of the necessary sites for school buildings, and the purchase of new school buses	\$1,762,000,000	\$1,447,000,000	\$315,000,000

WHEREAS, the Board does hereby find and determine 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 school building bonds in an amount not to exceed the amount specified in Section 3.01 of this Order, inclusive of any premium charged against such voted authority, as a portion and installment of the school building bonds voted as Proposition A at the Election, as further determined in the Pricing Certificate(s) (as defined herein); and

WHEREAS, the actual amount issued from Proposition A pursuant to this Order and the balance that remains after the issuance of the bonds authorized in this Order will be indicated in the Pricing Certificate(s); and

WHEREAS, the school building bonds are authorized to be issued pursuant to Chapter 45; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1207 and Chapter 1371, 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:

“Acts” means Chapter 45, Chapter 1207 and Chapter 1371.

“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.

“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 45” means Chapter 45, Texas Education Code, as amended.

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

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

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

“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 the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“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.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

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

“Escrow Agreement” means one or more escrow agreements by and between the District and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund or funds established by the Escrow Agreement(s) 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; (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; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, unless the orders authorizing the Refunded Obligations contain further limitations on such securities, in which case only the securities authorized under such orders shall constitute Escrow Securities.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“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 for each series of Bonds 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.

“Maturity” means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order authorizing the issuance of the Bonds from time to time.

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

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Order.

“Purchase Contract” means the purchase contract or purchase contracts between the District and the Underwriters pertaining to the sale of the Bonds from time to time.

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

“Refunded Obligation Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” means those unlimited tax bonds 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 required by Section 3.06.

“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.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is fifteen (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 thirty (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 Debt Service 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.

“Underwriters” mean the underwriters named in the Purchase Contract for a series of Bonds.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. 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 1.04. 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 1.05. 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) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

## **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, which may be designated “Cypress-Fairbanks Independent School District Unlimited Tax School Building and Refunding Bonds” or have such other series designations or titles as may be designated in the Pricing Certificate(s), and be issued from time to time in one or more tranches, series or subseries as may be designated in the Pricing Certificate(s), are hereby authorized to be issued and delivered from time to time in accordance with the Constitution and laws of the State, including particularly the Acts. The total principal amount of Bonds to be issued from time to time pursuant to this Order (a) to provide funds for the construction, acquisition, renovation and equipment of school buildings in the District, including safety and security infrastructure, for the purchase of the necessary sites for school buildings, for the purchase of new school buses, and to pay the costs of issuing the Bonds shall not exceed \$315,000,000; (b) to provide funds for the refunding of the fixed-rate Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$448,330,000; and (c) to provide funds for the refunding of the variable-rate Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$85,180,000. The total combined principal amount of Bonds issued under this Order shall not exceed \$848,510,000.

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 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 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

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

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Dated Date or Closing Date, as specified in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

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 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 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.

(c) The principal of each Bond shall be paid to the Owner thereof 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 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 shall be 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 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, 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 holders 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 facsimile 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 the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been 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. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the District, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, the Initial Bond, representing the aggregate principal amount of each series of Bonds designated in the Pricing Certificate(s), to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

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 further purpose of making and receiving payment of the interest thereon (subject to the provision herein that interest on the Bonds 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 any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office 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 Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond 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 or her 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 transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled 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, 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 maturity, interest rate 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 maturity, interest rate and principal amount and 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.

Section 3.09. Book-Entry-Only System. (a) The definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in

whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of Debt Service on the Bonds, for the purpose of giving notices of redemption, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

## ARTICLE IV

### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate(s).

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in a Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. The Bonds designated as “Term Bonds” in a Pricing Certificate (“Term Bonds”), if any, shall be subject to scheduled mandatory redemption as may be designated and provided for in a Pricing Certificate.

Section 4.04. Partial Redemption. (a) Unless otherwise provided in a Pricing Certificate, if less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities (or mandatory sinking fund payment with respect to Term Bonds) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02, conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. 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 Initial 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 Board hereby approves the form of Paying Agent/Registrar Agreement. 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 Secretary of the Board of one or more Paying Agent/Registrar Agreements specifying the duties and responsibilities of the District and the Paying Agent/Registrar.

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 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.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 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 assumed 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 in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, 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 hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the 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 BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee (which shall appear only on the bonds guaranteed by the Permanent School Fund) (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistent herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution

thereof. If the District does not receive the guarantee of the Permanent School Fund for the Bonds, then the District may add a statement of insurance to the Bonds if insurance is obtained for the Bonds.

(b) The Bonds shall be typed, 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. CUSIP Registration. The District may secure CUSIP identification numbers or other securities identification numbers for municipal securities and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

## ARTICLE VII

### SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold from time to time to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the District, from time to time, 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 from time to time; whether each series of Bonds will be issued as new money bonds, refunding bonds, or combination new money and refunding bonds; the voted authority to be used in connection with the Bonds; whether each series of Bonds will be designated as “green bonds” or carry another designation; 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 and the defeasance provisions for the Bonds; selecting the specific maturities or series of Refunded Obligations to be refunded by each series of Bonds from the list of Refunded Obligation Candidates; 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; whether to sell the Bonds with capitalized interest and the amount of any such capitalized interest; the Interest Payment Dates; the dates, prices, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption; the verification agent, if any; the selection of Underwriters; whether the Bonds shall be insured if the Bonds do not receive the guarantee of the Permanent School Fund; and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all

of which shall be specified in one or more Pricing Certificates, a form of which is attached hereto as Exhibit A, as may be amended by the Authorized Officer; subject to the following conditions:

(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 for new money and refunding purposes shall not exceed the respective limits described in Section 3.01;

(iii) the Pricing Certificate for the Bonds issued in whole or in part for new money purposes shall indicate the amount of authorized but unissued bonds that remain available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Pricing Certificate;

(iv) the Pricing Certificate for each series of bonds issued for new money or refunding purposes shall indicate the amount of new money or refunding authority remaining under Section 3.01 of this Order, if any, following the issuance of such series of Bonds;

(v) the refunding of any fixed-rate Refunded Obligations shall produce a net present value debt service savings of at least 3.00% of the principal amount of the fixed-rate Refunded Obligations being refunded with such series of Bonds (for purposes of clarity, the savings parameter contained in this subsection does not apply to the refunding of variable-rate Refunded Obligations, which is being undertaken in order to provide for long-term financing); and

(vi) no Bond shall mature later than 40 years from the date of delivery thereof.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District one or more Purchase Contracts providing for the sale of the Bonds to the Underwriters, 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 each Purchase Contract 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 the execution of the Purchase Contract by the Authorized Officer.

(c) Any finding by the Authorized Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

(d) The authority granted to the Authorized Officer under Section 7.01(a) shall expire at 11:59 p.m., Central time, on a date one year from the date of this Order, unless otherwise extended by the Board by separate action. Bonds sold pursuant to a Purchase Contract executed on or prior to such expiration date may be delivered after such expiration date.

(e) 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 in the Purchase Contract

and to provide for the issuance and delivery of the Bonds, including, without limitation, qualifying the Bonds as “green bonds” or such other designation as the bonds may carry to the extent such qualification is required. The Initial Bond for each series of Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract for each series of Bonds. If the Authorized Officer is required to show debt service savings in connection with the refunding of variable rate Refunded Obligations, the Authorized Officer may demonstrate the existence of savings using a calculation that measures debt service on the variable rate Refunded Obligations using the applicable Stepped Rate (as defined in the applicable orders and pricing certificates for such variable rate Refunded Obligations) as the interest rate on the variable rate Refunded Obligations following the end of the current rate period.

(f) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District one or more “Preliminary Official Statements,” to be used by the Underwriter in the offering and sale of the Bonds, and to certify or otherwise represent that such Preliminary Official Statement(s) are “deemed final” Preliminary Official Statement(s) as of their dates (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the “Preliminary Official Statement”). The use and distribution of one or more Preliminary Official Statements in the public offering of the Bonds by the Underwriters is hereby authorized. The Authorized Officer is hereby further authorized and directed (i) to cause to be prepared on behalf of the District, one or more final Official Statements (each an “Official Statement”), (ii) to use and distribute or authorize the use and distribution of one or more Official Statements, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the Underwriters. Each Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale thereof.

(g) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices 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, including, without limitation, making application for the guarantee of the Permanent School Fund for the Bonds from the Texas Education Agency or application for bond insurance in the absence of the guarantee of the Permanent School Fund.

Section 7.02. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate. 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 Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his or her absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

## ARTICLE VIII

### PARTICULAR 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 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. Federal Income Tax Matters 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.

(1) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the District has not been adopted for a particular project, this Order serves as the District's official declaration of intent to use proceeds of the Tax-Exempt Bonds to reimburse itself from proceeds of the Tax-Exempt Bonds issued in the maximum amount authorized by this Order for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

## **ARTICLE IX**

### **DISCHARGE**

Section 9.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

## **ARTICLE X**

### **SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS**

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.

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President or Vice President and Secretary of the Board, one or more Escrow Agreements, 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 elect to deposit directly with the issuing and 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 one or more deposit agreements in connection with such deposits.

Section 10.03. Redemption and Defeasance of Refunded Obligations. The discharge, defeasance, redemption and/or payment of the Refunded Obligations shall be carried out pursuant to the terms and provisions of this Order and the Pricing Certificate. The Refunded Obligations shall be defeased and/or paid as required by the order authorizing such Refunded Obligations. Following the adoption of this Order, the Authorized Officer is hereby authorized to deliver a notice of redemption to the paying agent/registrar for any of the Refunded Obligation Candidates if required under the plan of finance, and the paying agent/registrar for such Refunded Obligation

Candidates is hereby authorized and directed to provide notice of such redemption. The Board hereby authorizes and directs the Authorized Officer to take all necessary steps to redeem and defease the Refunded Obligations and use proceeds of the Bonds and other available revenues of the District to pay the principal of, redemption premium, if any, and interest on the respective redemption dates or payment dates set forth in the Pricing Certificate.

## **ARTICLE XI**

### **PERMANENT SCHOOL FUND GUARANTEE**

Section 11.01. Permanent School Fund Guarantee. The District has applied for approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency’s rules and regulations. If the District receives approval for the guarantee and the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts of the State will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In the event that the District receives the guarantee, then in connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that:

(a) a certified copy of this Order and copies of the Official Statement for such series of Bonds shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of such series of Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on any such series of Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

If the District does not receive the guarantee of the Bonds by the Permanent School Fund, then Section 11.01 shall be of no force or effect with respect to the Bonds.

## **ARTICLE XII**

### **CONTINUING DISCLOSURE UNDERTAKING**

Section 12.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in and after 2024, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in

accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

#### Section 12.02. Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.”

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 12.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorize such an amendment)

of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.04. Amendments to the Rule. In the event the Authorized Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds and such amendments are hereby authorized and shall be deemed effective as set forth in the Pricing Certificate.

### **ARTICLE XIII**

#### **MISCELLANEOUS**

Section 13.01. Changes to Order. The Authorized Officer, in consultation with 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 connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 13.02. Partial Invalidity. 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. If changes are made to the Order pursuant to this Section, the Order, as revised, shall be included in the District's records.

Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 13.04. 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 13.05. 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 Follows]*

PASSED, APPROVED AND EFFECTIVE on April 4, 2024.

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Secretary, Board of Trustees  
Cypress-Fairbanks Independent School  
District

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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 series of unlimited tax bonds constituting the Refunded Obligations from the following series of the District's outstanding unlimited tax bonds:

Unlimited Tax Qualified School Construction Bonds, Taxable Series 2010A (Tax Credit Bonds)

Unlimited Tax Qualified School Construction Bonds, Taxable Series 2010B (Direct Pay to Issuer)

Unlimited Tax Refunding Bonds, Series 2015

Unlimited Tax School Building and Refunding Bonds, Series 2015A

Variable Rate Unlimited Tax School Building Bonds, Series 2015B-1

Variable Rate Unlimited Tax School Building Bonds, Series 2015B-2

Unlimited Tax School Building and Refunding Bonds, Series 2016

Unlimited Tax School Building Bonds, Series 2018

Unlimited Tax Refunding Bonds, Series 2019

Unlimited Tax School Building Bonds, Series 2019A

Unlimited Tax School Building and Refunding Bonds, Series 2020

Unlimited Tax School Building and Refunding Bonds, Series 2020A

Unlimited Tax Refunding Bonds, Series 2021

Unlimited Tax School Building Bonds, Series 2021A

Unlimited Tax Refunding Bonds, Taxable Series 2021B

Unlimited Tax Refunding Bonds, Series 2022

Unlimited Tax School Building Bonds, Series 2022A

Unlimited Tax School Building Bonds, Series 2023

Unlimited Tax Refunding Bonds, Series 2023A

Unlimited Tax Refunding Bonds, Series 2024

**EXHIBIT A**

**FORM OF PRICING CERTIFICATE**

Re: Cypress-Fairbanks Independent School District Unlimited Tax School Building and Refunding Bonds, Series \_\_\_\_ (the “Bonds”)

I, the undersigned Chief Financial Officer of the 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 April 4, 2024 (the “Order”) authorizing the issuance of the referenced 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 \_\_\_\_\_ (collectively, the “Underwriters”) pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated the “Cypress-Fairbanks Independent School District Unlimited Tax School Building and Refunding Bonds, Series \_\_\_\_.” The Bonds 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 the Closing Date is scheduled for \_\_\_\_\_, 2024. The Record Date for the Bonds shall be the \_\_\_\_\_ day of the month next preceding an Interest Payment Date.

D. The Bonds shall bear interest from the later of the [Dated/Closing] Date or the most recent Interest Payment Date to which interest has been paid or provided for, payable on each \_\_\_\_\_ and \_\_\_\_\_ commencing \_\_\_\_\_, 20\_\_, until stated maturity or prior redemption. The Bonds shall mature on \_\_\_\_\_ in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$_____	____%	20__	\$_____	____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

E. The Refunded Obligations to be refunded and/or defeased with a portion of the proceeds of the Bonds (the “Refunded Obligations”) are set forth in Schedule I attached hereto. The Refunded Obligations are hereby called for redemption on the dates set forth in Schedule I

hereto. 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.

F. [As shown in the savings schedule attached hereto as Schedule II, the refunding of the fixed-rate Refunded Obligations results in a net present value debt service savings of \$\_\_\_\_\_, representing a net present value debt service savings of \_\_\_\_\_% of the principal amount of the fixed-rate Refunded Obligations, each as calculated by Post Oak Municipal Advisors LLC, the District’s financial advisor.]

G. The Bonds are [not] subject to optional [and mandatory] redemption as set forth in Attachment A.

H. The following schedule shows the amount of voted authorization outstanding after the issuance of the Bonds:

Election	Amount Voted	Amount Previously Issued	Amount Charged Against Voted Authorization	Authorized but Unissued Balance
2019 Election (Proposition A)	\$1,762,000,000	\$1,447,000,000	\$_____ <sup>(1)</sup>	\$_____

<sup>(1)</sup> Includes \$\_\_\_\_\_ in premium counted against voted authorization.

I. Following the issuance of the Bonds under this Order, \$\_\_\_\_\_ in new money bond authority remains under Section 3.01(a) of this Order; \$\_\_\_\_\_ in refunding bond authority remains under Section 3.01(b) of this Order; and \$\_\_\_\_\_ in refunding bond authority remains under Section 3.01(c) of this Order..

J. 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. The District has reserved the right to issue all remaining authority available under the Order following the issuance of the Bonds.

K. The proceeds of the Bonds shall be applied as follows (the sale of the Bonds generated premium in the amount of \$\_\_\_\_\_, of which \$\_\_\_\_\_ is allocated to the new money portion of the Bonds and \$\_\_\_\_\_ is allocated to the refunding portion of the Bonds):

i. The amount of \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$\_\_\_\_\_ and available funds of the District in the amount of \$\_\_\_\_\_, shall be used for the refunding and defeasance of the Refunded Obligations;

ii. The amount of \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ principal amount of Bonds plus premium received from the sale of the Bonds in the amount of \$\_\_\_\_\_, shall be used for the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure, for

the purchase of necessary sites for school buildings and for the purchase of new school buses;

iii. [Capitalized interest from premium received from the sale of the Bonds in the amount of \$\_\_\_\_\_ shall be deposited to the interest and sinking fund for the Bonds and applied to the payment of interest on the Bonds during construction and for up to one year thereafter;]

iv. Premium received from the sale of the Bonds in the amount of \$\_\_\_\_\_ (of which \$\_\_\_\_\_ is allocated to the new money portion of the Bonds and \$\_\_\_\_\_ is allocated to the refunding portion of the Bonds) shall be used to pay the costs of issuing the Bonds;

v. Premium received from the sale of the Bonds in the amount of \$\_\_\_\_\_ (of which \$\_\_\_\_\_ is allocated to the new money portion of the Bonds and \$\_\_\_\_\_ is allocated to the refunding portion of the Bonds) shall be used to pay underwriter's discount; [and]

vi. [Premium received from the sale of the Bonds in the amount of \$\_\_\_\_\_ (of which \$\_\_\_\_\_ is allocated to the new money portion of the Bonds and \$\_\_\_\_\_ is allocated to the refunding portion of the Bonds), consisting of the rounding amount, shall be deposited to the interest and sinking fund designated for the Bonds; and]

vii. Any amounts remaining following the payment of the costs of issuing the Bonds in Section [iv] shall be deposited into the interest and sinking fund designated for the Bonds.

L. In accordance with Section 12.01(a) of the Order, the information to be provided pursuant to the Rule shall include all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under Tables \_\_\_\_\_.

M. \_\_\_\_\_ is hereby designated as Paying Agent/Registrar for the Bonds.

N. \_\_\_\_\_ is hereby designated as the Escrow Agent for the Bonds.

O. [\_\_\_\_\_, is hereby designated as Verification Agent for the Bonds.]

P. [The purchase of Escrow Securities from \_\_\_\_\_ is hereby approved.]

Q. [The Deposit Agreement between the District and \_\_\_\_\_ is hereby approved.]

R. The Purchase Contract between the Underwriters and the District with respect to the Bonds is hereby approved, and the terms of such Purchase Contract are hereby determined to be the most advantageous reasonably attainable by the District.

*[Signature Page Follows]*

Executed this \_\_\_\_\_, 2024.

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Authorized Officer  
Cypress-Fairbanks Independent School District

*Signature Page to Pricing Certificate*

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

SCHEDULE II  
SCHEDULE OF SAVINGS

ATTACHMENT A

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 <sup>1</sup> BOND  
SERIES <sup>2</sup>

INTEREST RATE: \_\_\_\_\_%    MATURITY DATE: \_\_\_\_\_    [CLOSING/DATED] DATE: \_\_\_\_\_    CUSIP NO.: \_\_\_\_\_

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 [Closing/Dated 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 semiannually on <sup>3</sup> and <sup>4</sup> of each year, commencing <sup>5</sup>.

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

\_\_\_\_\_

<sup>1</sup> Insert from Pricing Certificate.  
<sup>2</sup> Insert from Pricing Certificate.  
<sup>3</sup> Insert from Pricing Certificate.  
<sup>4</sup> Insert from Pricing Certificate.  
<sup>5</sup> Insert from Pricing Certificate.

corporate trust office of \_\_\_\_\_<sup>6</sup> (the “Paying Agent/Registrar”), 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 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 \_\_\_\_\_<sup>7</sup> 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 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 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 last 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 as of \_\_\_\_\_<sup>8</sup> and is ]one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$\_\_\_\_\_<sup>9</sup>, (herein referred to as the “Bonds”), issued 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 [(i) the construction, acquisition, renovation and equipment of school buildings in the District, including safety and security infrastructure, for the purchase of the necessary sites for school buildings, and for the purchase of new school buses, (ii) the refunding of certain outstanding obligations of the District, and (iii) to pay the costs of issuing the Bonds]<sup>10</sup>.

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

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<sup>6</sup> Insert from Pricing Certificate.

<sup>7</sup> Insert from Pricing Certificate.

<sup>8</sup> Insert from Pricing Certificate.

<sup>9</sup> Insert from Pricing Certificate.

<sup>10</sup> Include applicable purposes.

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.

[This Bond is not subject to redemption prior to maturity.]<sup>11</sup>

[The District has reserved the option to redeem the Bonds maturing on and after \_\_\_\_\_<sup>12</sup>, in whole or, from time to time, in part before their respective scheduled maturity dates, on \_\_\_\_\_<sup>13</sup>, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.]<sup>14</sup>

[Bonds maturing on \_\_\_\_\_<sup>15</sup> (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ _____<sup>16</sup> Term Bonds Maturing _____<sup>17</sup></u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
<u>_____</u> <sup>18</sup>	<u>_____</u> <sup>19</sup>

The Paying Agent/Registrar will select for redemption by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>20</sup>

[Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners

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<sup>11</sup> Delete if Bonds are subject to redemption prior to maturity.

<sup>12</sup> Insert from Pricing Certificate.

<sup>13</sup> Insert from Pricing Certificate.

<sup>14</sup> Delete if Bonds are not subject to redemption prior to maturity.

<sup>15</sup> Insert from Pricing Certificate.

<sup>16</sup> Insert from Pricing Certificate.

<sup>17</sup> Insert from Pricing Certificate.

<sup>18</sup> Insert from Pricing Certificate.

<sup>19</sup> Insert from Pricing Certificate.

<sup>20</sup> Delete if Term Bonds are not issued.

of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.]<sup>21</sup>

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 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.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

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

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<sup>21</sup> Delete if Bonds are not subject to redemption prior to maturity.

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]<sup>22</sup> 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 which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_<sup>23</sup>,  
as Paying Agent/Registrar

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

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

\_\_\_\_\_  
<sup>22</sup> Delete if the President of the Board executes the Bonds.

<sup>23</sup> 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.

(d) Statement of Permanent School Fund Guarantee.

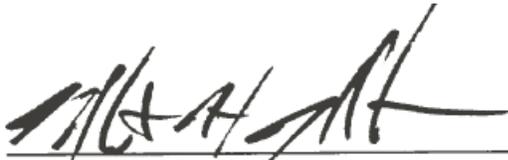
The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Cypress-Fairbanks Independent School District of its Unlimited Tax<sup>24</sup>, Series<sup>25</sup>, dated<sup>26</sup>, in the principal amount of \$<sup>27</sup> is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

  
\_\_\_\_\_  
Mike Morath  
Commissioner of Education

(e) The Initial Bond for each series of Bonds shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. \_\_\_\_\_" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS" shall be deleted and the following will be

---

<sup>24</sup> Insert from Pricing Certificate.

<sup>25</sup> Insert from Pricing Certificate.

<sup>26</sup> Insert from Pricing Certificate.

<sup>27</sup> Insert from Pricing Certificate.

inserted: “on \_\_\_\_\_<sup>28</sup> in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond for each series of Bonds shall be numbered I-1.

(D) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond for each series of Bonds:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER                    §  
OF PUBLIC ACCOUNTS                            §                    REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS                            §

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

\_\_\_\_\_  
<sup>28</sup> Insert from Pricing Certificate.

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 4<sup>th</sup> day of April, 2024, 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 SCHOOL  
BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE  
OR MORE SERIES; 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 4<sup>th</sup> day of April, 2024.

[SEAL]

---

Secretary, Board of Trustees  
Cypress-Fairbanks Independent School  
District

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ORDER

AUTHORIZING THE CONVERSION OF THE CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015B-1 AND CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015B-2 TO NEW RATE PERIODS; AUTHORIZING THE PREPARATION OF REMARKETING MEMORANDA; AND ENACTING OTHER PROVISIONS RELATING THERETO

Adopted: April 4, 2024

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AN ORDER AUTHORIZING THE CONVERSION OF THE CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015B-1 AND CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015B-2 TO NEW RATE PERIODS; AUTHORIZING THE PREPARATION OF REMARKETING MEMORANDA; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Cypress-Fairbanks Independent School District (the “District”) has previously issued and there remains outstanding the District’s Variable Rate Unlimited Tax School Building Bonds, Series 2015B-1 (the “Series 2015B-1 Bonds”) and Variable Rate Unlimited Tax School Building Bonds, Series 2015B-2 (the “Series 2015B-2 Bonds,” and together with the Series 2015B-1 Bonds, the “Bonds”); and

WHEREAS, the Bonds were authorized to be issued pursuant to an order adopted by the Board of Trustees (the “Board”) of the District on September 14, 2015 (the “Original Bond Order”), an Officer’s Pricing Certificate executed pursuant thereto on November 10, 2015 regarding the Series 2015B-1 Bonds and an Officer’s Pricing Certificate executed pursuant thereto on November 10, 2015 regarding the Series 2015B-2 Bonds (collectively with the Original Bond Order, the “Original Order”); and

WHEREAS, pursuant to the terms of the Original Bond Order and an order adopted by the Board on May 16, 2016 and the related Officer’s Pricing Certificate executed pursuant thereto on August 10, 2016 (collectively, the “2016 Conversion Order”), the District caused the Series 2015B-1 Bonds to be converted from the Initial Rate Period to a Term Rate Period that ended on August 14, 2018; and

WHEREAS, pursuant to the terms of the Original Bond Order and an order adopted by the Board on May 14, 2018 and the related Officer’s Pricing Certificate executed pursuant thereto on August 8, 2018 (collectively, the “Series 2015B-1 2018 Conversion Order”), the District caused the Series 2015B-1 Bonds to be converted from a Term Rate Period to a new Term Rate Period that ended on August 15, 2021; and

WHEREAS, pursuant to the terms of the Original Bond Order and an order adopted by the Board on May 14, 2018 and the related Officer’s Pricing Certificate executed pursuant thereto on August 8, 2018 (collectively, the “Series 2015B-2 2018 Conversion Order,” and together with the Series 2015B-1 2018 Conversion Order, the “2018 Conversion Orders”), the District caused the Series 2015B-2 Bonds to be converted from the Initial Rate Period to a Term Rate Period that ended on August 15, 2021; and

WHEREAS, pursuant to the terms of the Original Bond Order and an order adopted by the Board on April 8, 2021 and the related Officer’s Pricing Certificate executed pursuant thereto on August 3, 2021 (collectively, the “Series 2015B-1 2021 Conversion Order”) the District caused the Series 2015B-1 Bonds to be converted from a Term Rate Period to the existing Term Rate Period that ends on August 14, 2024; and

WHEREAS, pursuant to the terms of the Original Bond Order and an order adopted by the Board on April 8, 2021 and the related Officer's Pricing Certificate executed pursuant thereto on August 3, 2021 (collectively, the "Series 2015B-2 2021 Conversion Order," and together with the Series 2015B-1 2021 Conversion Order, the "2021 Conversion Orders") the District caused the Series 2015B-2 Bonds to be converted from a Term Rate Period to the existing Term Rate Period that ends on August 14, 2024; and

WHEREAS, pursuant to the terms of the Original Bond Order and the Series 2015B-1 2021 Conversion Order, the District is obligated to use its best efforts to cause the Series 2015B-1 Bonds to be converted from the existing Term Rate Period to a different Rate Period on August 15, 2024; and

WHEREAS, pursuant to the terms of the Original Bond Order and the Series 2015B-2 2021 Conversion Order, the District is obligated to use its best efforts to cause the Series 2015B-2 Bonds to be converted from the existing Term Rate Period to a different Rate Period on August 15, 2024; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District to approve and authorize the conversion of both the Series 2015B-1 Bonds and the Series 2015B-2 Bonds from their existing Term Rate Periods to either (i) new Term Rate Periods, with each new Term Rate Period not to exceed ten years in duration or (ii) Fixed Rate Periods, and the District desires to delegate authority to the Pricing Officer to determine certain terms of the Bonds upon such conversion, all as more particularly set forth herein; and

WHEREAS, by the adoption of this order (this "Conversion Order"), the Board is authorizing the conversion of the Bonds and delegating authority to the Pricing Officer to determine certain terms of the Bonds upon such conversion in an officer's pricing certificate, all as more particularly set forth herein; and

WHEREAS, the Board further desires to authorize the preparation and distribution of remarketing memoranda to be used in connection with such conversion and remarketing of the Bonds; Now, Therefore

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

## **ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions. Unless defined in the recitals to this Conversion Order or unless the context shall require otherwise, all capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Original Bond Order.

Section 1.02. Table of Contents, Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Conversion 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 Conversion Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. 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) This Conversion Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

Section 1.04. Authority for this Conversion Order. This Conversion Order is adopted pursuant to the provisions of Chapter 45 of the Texas Education Code and Chapter 1371 of the Texas Government Code and the Original Bond Order.

Section 1.05. Original Order to Remain in Force. Except as modified by the 2016 Conversion Order, the 2018 Conversion Orders, the 2021 Conversion Orders, this Conversion Order or the Series 2015B-1 Conversion Pricing Certificate (as defined in Section 2.01(e) hereof) and the Series 2015B-2 Conversion Pricing Certificate (as defined in Section 2.02(e) hereof), the Original Order shall remain in full force and effect with respect to the Bonds and the other matters covered therein.

**ARTICLE II  
AUTHORIZATION; CONVERSION OF THE BONDS**

Section 2.01. Approval and Authorization for Conversion of Series 2015B-1 Bonds.

(a) Pursuant to the applicable provisions of the Original Order and the Series 2015B-1 2021 Conversion Order, on the first Business Day immediately following the last day of the existing Term Rate Period for the Series 2015B-1 Bonds (which Business Day is August 15, 2024) or as may otherwise provided in the Original Order and the Series 2015B-1 2021 Conversion Order, the District hereby approves and authorizes the conversion of the Series 2015B-1 Bonds from the existing Term Rate Period either to (i) a new Term Rate Period or (ii) a Fixed Rate Period. If the Series 2015B-1 Bonds are converted to a new Term Rate Period, such Term Rate Period shall commence on the Term Rate Conversion Date and end on the date specified in the Series 2015B-1 Conversion Pricing Certificate that is not later than ten years after the Term Rate Conversion Date for the Series 2015B-1 Bonds, and no Liquidity Agreement or Liquidity Facility shall be provided for the Series 2015B-1 Bonds upon such conversion to a new Term Rate Period. Pursuant to the terms of the Original Bond Order and the Series 2015B-1 2021 Conversion Order, the Series 2015B-1 Bonds shall be subject to mandatory tender for purchase on the first Business Day immediately following the last day of such Term Rate Period, if converted to a new Term Rate Period. If the Bonds are converted to a Fixed Rate Period, such Fixed Rate Period shall commence on the Fixed Rate Conversion Date and end at the stated maturity or maturities of the Series 2015B-1 Bonds.

(b) Upon the conversion of the Series 2015B-1 Bonds to (i) a new Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein, the Series 2015B-1 Bonds shall have such terms as set forth in the Original Order, except as modified by this Conversion Order and the Series 2015B-1 Conversion Pricing Certificate.

(c) Unless otherwise determined by the Pricing Officer and set forth in the Series 2015B-1 Conversion Pricing Certificate, the Stepped Rate for the Series 2015B-1 Bonds shall be equal to 7.00%, provided, however, that the Stepped Rate shall not exceed the Maximum Rate for the Series 2015B-1 Bonds, which is 8.00%.

(d) Unless otherwise determined by the Pricing Officer and set forth in the Series 2015B-1 Conversion Pricing Certificate, the Series 2015B-1 Bonds shall be subject to redemption at the option of the District as provided in Article V of the Original Order.

(e) As authorized by Chapter 1371, Texas Government Code, as amended, and the provisions of the Original Order, the Pricing Officer is hereby authorized to act on behalf of the District in connection with the remarketing and conversion of the Series 2015B-1 Bonds, including determining any changes to the Stepped Rate and redemption provisions for the Series 2015B-1 Bonds upon the conversion thereof to either (i) a new Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein and all other matters relating to the remarketing and conversion of the Series 2015B-1 Bonds, including making changes to the Form of Bond for the Bonds in connection with the conversion. The Pricing Officer is further authorized to select or to direct the Paying Agent/Registrar to select the Bonds to be converted to a Fixed Rate Period in accordance with Section 3.04 of the Original Order. Any determinations by the Pricing Officer shall be set forth in an Officer's Pricing Certificate regarding the Series 2015B-1 Bonds (the "Series 2015B-1 Conversion Pricing Certificate"), which shall be delivered to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent on or before the Conversion Date for the conversion of the Series 2015B-1 Bonds to the new Term Rate Period approved and authorized herein. Any finding or determination by the Pricing Officer as authorized herein shall have the same force and effect as a finding or determination made by the Board.

The conversion of the Series 2015B-1 Bonds to either (i) a new Term Rate Period or (ii) a Fixed rate Period as approved and authorized herein shall be accomplished in accordance with the provisions of the Original Order, the Series 2015B-1 2021 Conversion Order, this Conversion Order and the Series 2015B-1 Conversion Pricing Certificate, and the Pricing Officer and all other employees and officers of the District are authorized and directed to perform all such acts and things necessary or desirable to accomplish such conversion of the Series 2015B-1 Bonds, all as more particularly set forth in Section 3.07 hereof.

Section 2.02. Approval and Authorization for Conversion of Series 2015B-2 Bonds.

(a) Pursuant to the applicable provisions of the Original Order and the Series 2015B-2 2021 Conversion Order, on the first Business Day immediately following the last day of the existing Term Rate Period for the Series 2015B-2 Bonds (which Business

Day is August 15, 2024) or as may otherwise provided in the Original Order and the Series 2015B-2 2021 Conversion Order, the District hereby approves and authorizes the conversion of the Series 2015B-2 Bonds from the existing Term Rate Period either to (i) a new Term Rate Period or (ii) a Fixed Rate Period. If the Series 2015B-2 Bonds are converted to a new Term Rate Period, such Term Rate Period shall commence on the Term Rate Conversion Date and end on the date specified in the Series 2015B-2 Conversion Pricing Certificate that is not later than ten years after the Term Rate Conversion Date for the Series 2015B-2 Bonds, and no Liquidity Agreement or Liquidity Facility shall be provided for the Series 2015B-2 Bonds upon such conversion to a new Term Rate Period. Pursuant to the terms of the Original Bond Order and the Series 2015B-2 2021 Conversion Order, the Series 2015B-2 Bonds shall be subject to mandatory tender for purchase on the first Business Day immediately following the last day of such Term Rate Period, if converted to a new Term Rate Period. If the Bonds are converted to a Fixed Rate Period, such Fixed Rate Period shall commence on the Fixed Rate Conversion Date and end at the stated maturity or maturities of the Series 2015B-2 Bonds.

(b) Upon the conversion of the Series 2015B-2 Bonds to (i) a new Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein, the Series 2015B-2 Bonds shall have such terms as set forth in the Original Order, except as modified by this Conversion Order and the Series 2015B-2 Conversion Pricing Certificate.

(c) Unless otherwise determined by the Pricing Officer and set forth in the Series 2015B-2 Conversion Pricing Certificate, the Stepped Rate for the Series 2015B-2 Bonds shall be equal to 7.00%, provided, however, that the Stepped Rate shall not exceed the Maximum Rate for the Series 2015B-2 Bonds, which is 8.00%.

(d) Unless otherwise determined by the Pricing Officer and set forth in the Series 2015B-2 Conversion Pricing Certificate, the Series 2015B-2 Bonds shall be subject to redemption at the option of the District as provided in Article V of the Original Order.

(e) As authorized by Chapter 1371, Texas Government Code, as amended, and the provisions of the Original Order, the Pricing Officer is hereby authorized to act on behalf of the District in connection with the remarketing and conversion of the Series 2015B-2 Bonds, including determining any changes to the Stepped Rate and redemption provisions for the Series 2015B-2 Bonds upon the conversion thereof to either (i) a new Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein and all other matters relating to the remarketing and conversion of the Series 2015B-2 Bonds, including making changes to the Form of Bond for the Bonds in connection with the conversion. The Pricing Officer is further authorized to select or to direct the Paying Agent/Registrar to select the Bonds to be converted to a Fixed Rate Period in accordance with Section 3.04 of the Original Order. Any determinations by the Pricing Officer shall be set forth in an Officer's Pricing Certificate regarding the Series 2015B-2 Bonds (the "Series 2015B-2 Conversion Pricing Certificate"), which shall be delivered to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent on or before the Conversion Date for the conversion of the Series 2015B-2 Bonds to the new Term Rate Period approved and authorized herein. Any finding or determination by the Pricing

Officer as authorized herein shall have the same force and effect as a finding or determination made by the Board.

The conversion of the Series 2015B-2 Bonds to either (i) a new Term Rate Period or (ii) a Fixed rate Period as approved and authorized herein shall be accomplished in accordance with the provisions of the Original Order, the Series 2015B-2 2021 Conversion Order, this Conversion Order and the Series 2015B-2 Conversion Pricing Certificate, and the Pricing Officer and all other employees and officers of the District are authorized and directed to perform all such acts and things necessary or desirable to accomplish such conversion of the Series 2015B-2 Bonds, all as more particularly set forth in Section 3.07 hereof.

Section 2.03. Remarketing Memorandum. The District hereby authorizes the preparation of one or more remarketing memoranda or other disclosure documents (each a "Remarketing Memorandum") for use in the remarketing of the Bonds in connection with the conversion thereof to either (i) new Term Rate Periods or (ii) Fixed Rate Periods as approved and authorized herein, and authorizes the Pricing Officer to deem each Remarketing Memorandum final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The use of the Remarketing Memorandum by the Remarketing Agent (in the form and with such appropriate variations as shall be approved by the Pricing Officer and the Remarketing Agent) is hereby approved and authorized and the proper officials of the District are authorized to execute such Remarketing Memorandum, if required.

Section 2.04. Appointment of Remarketing Agent. The District hereby confirms and ratifies the appointment of Piper Sandler & Co. as the Remarketing Agent for the Bonds, and the Pricing Officer is hereby authorized and directed to approve the fees of the Remarketing Agent as provided under the Remarketing Agreement with respect to the Bonds.

### **ARTICLE III MISCELLANEOUS**

Section 3.01. Benefits of Order. Nothing in this Conversion Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, the Tender Agent, Bond Counsel, the Financial Advisor, the Remarketing Agent, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Conversion Order or any provision hereof, this Conversion Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, the Tender Agent, Bond Counsel, the Financial Advisor, the Remarketing Agent, and the Holders.

Section 3.02. Governing Law. This Conversion Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 3.03. Severability. If any provision of this Conversion Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Conversion Order and the application thereof to other persons or circumstances shall nevertheless be valid,

and the Board hereby declares that this Conversion Order would have been enacted without such invalid provision.

Section 3.04. Public Meeting. It is officially found, determined, and declared that the meeting at which this Conversion Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Conversion Order, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 3.05. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Conversion Order are hereby found to be true, and such recitals are hereby made a part of this Conversion Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 3.06. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Conversion Order against any official of the District or any person executing any Bond.

Section 3.07. Further Procedures. The Pricing Officer and all other employees and officers of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such notices and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of the Original Order, the 2016 Conversion Order, the 2018 Conversion Orders, the 2021 Conversion Orders, this Conversion Order, the conversion and remarketing of the Bonds, the Paying Agent/Registrar Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Remarketing Memorandum. In addition, prior to the conversion and remarketing of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Conversion Order or to any of the instruments authorized and approved by this Conversion Order necessary in order to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Conversion Order and as described in the Remarketing Memorandum. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 3.08. Expiration. In the event the District chooses to refund all of the outstanding Bonds using the refunding authority under the Order Authorizing the Issuance of Cypress-Fairbanks Independent School District Unlimited Tax School Building and Refunding Bonds, Which May Be Issued in One or More Series; 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, adopted by the Board on April 4, 2024, then upon the successful redemption of the Bonds, this Conversion Order shall be of no further force and effect.

Section 3.09. Effective Date. This Conversion Order shall be in full force and effect from and upon its adoption.

*[The remainder of this page intentionally left blank]*

PASSED, APPROVED AND EFFECTIVE on April 4, 2024

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Secretary, Board of Trustees  
Cypress-Fairbanks Independent School  
District

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President, Board of Trustees  
Cypress-Fairbanks Independent School  
District

[SEAL]

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 4<sup>th</sup> day of April, 2024, 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     CONVERSION     OF     THE  
CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT VARIABLE  
RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015B-1  
AND CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES  
2015B-2 TO NEW RATE PERIODS; AUTHORIZING THE PREPARATION OF  
REMARKETING MEMORANDA; 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, as amended.

SIGNED AND SEALED this 4<sup>th</sup> day of April, 2024.

[SEAL]

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Secretary, Board of Trustees  
Cypress-Fairbanks Independent School  
District

## Science Instructional Materials Adoption CFISD

2024-2025

These committee members have recommended the following textbooks for approval by the Board of Trustees beginning with the 2024-2025 school year.

Course	Company and Product Title	Committee Members
<b>Science, Kindergarten</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade K	<b>Kinder &amp; Grade 1 Committee</b>  <b>Adam</b> - Mia Vatuna <b>Andre'</b> - Nancy Delgado <b>Bane</b> - Krystal Malichi <b>Bang</b> - Chevone McKinney <b>Birkes</b> - Laura Dang <b>Brosnahan</b> - Brittney Lund <b>Danish</b> - Stephanie Campbell <b>Farney</b> - Melissa Matteson <b>Fiest</b> - Emily Angelilli <b>Frazier</b> - Leneilia Johnson <b>Hairgrove</b> - Jeanne Chandler <b>Hancock</b> - Evadney Perales <b>Hemmenway</b> - Marcy McDowell <b>Holbrook</b> - Laura Garcia <b>Holmsley</b> - Jennifer Lee <b>Hoover</b> - Denise Ramponi <b>Horne</b> - Melissa Miller <b>Kirk</b> - Wendy Hankins <b>Lamkin</b> - Molly Edwards <b>Lee</b> - Lakeya Bromley <b>Lieder</b> - Elise Blanchette <b>McFee</b> - Celina Lapidus <b>Metcalf</b> - Tressia Thompson <b>Millsap</b> - Lori Sharar <b>Moore</b> - Elizabeth Mulkins <b>Postma</b> - Katrina Delany <b>Reed</b> - Jamie Lopez <b>M. Robinson</b> - Angelica Trejo-Munoz <b>A. Robison</b> - Wendy Ryder <b>Sampson</b> - Gianna Tarantino <b>Sheridan</b> - Tegan Ogilvie <b>Tipps</b> - Claudia Reyes <b>Walker</b> - Stephanie Cook <b>Wells</b> - Rebecca Done <b>Willbern</b> - Terry Boyd <b>Woodard</b> - Jessica Garcia <b>Yeager</b> - Stevie Margreiter
<b>Science, 1<sup>st</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade 1	<b>Grades 2-5 Committee</b>  <b>Adam</b> - Brittany Clavette <b>Andre'</b> - Kelly New <b>Ault</b> - Julie Barrett
<b>Science, 2<sup>nd</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b>	<b>Grades 2-5 Committee</b>  <b>Adam</b> - Brittany Clavette <b>Andre'</b> - Kelly New <b>Ault</b> - Julie Barrett

	HMH Into Science Texas Grade 2	<b>Bane</b> - Sharon Tipping <b>Bang</b> - Susan Moschella <b>Birkes</b> - Tami Scamman <b>Black</b> - Tiffany Guppy <b>Brosnahan</b> - Kisha Grissom <b>Copeland</b> - Stacy Fischer <b>Danish</b> - Misty Evans <b>Duryea</b> - Aretha Gardner <b>Emery</b> - Chesley Church <b>Emmott</b> - Cheryl Price <b>Farney</b> - Cynthia DeNard <b>Fiest</b> - Reshma Evans <b>Francone</b> - David Martinez <b>Frazier</b> - Maxine Rivera <b>Gleason</b> - Caroline Trahan <b>Hairgrove</b> - Jennifer Mahon <b>Hamilton</b> - Chelsea Humphreys <b>Hancock</b> - Jo Dail Kovanda <b>Hemmenway</b> - Maria Tina Wagler <b>Holbrook</b> - Amber Smith <b>Holmsley</b> - Joanne Gillock <b>Horne</b> - Melissa Miller <b>Jowell</b> - Mallory Thawley <b>Keith</b> - Tiffany Kristynik <b>Kirk</b> - Christine Owings <b>Lamkin</b> - Juliana Fouts <b>Lieder</b> - Jesus Esparza <b>Lowery</b> - Jill Manning <b>Matzke</b> - Glenda Henry <b>McGown</b> - Jerri vanWunnik <b>Metcalf</b> - Christian Ramirez <b>Millsap</b> - Lori Sharar <b>Moore</b> - Lauren Walker <b>Owens</b> - Kimberly Benigno <b>Pope</b> - Amy Aguilar <b>Post</b> - Zaina Dimassi <b>Postma</b> - Wendy Chumley <b>Reed</b> - Jennifer Soto <b>Rennell</b> - Kelsey French <b>M. Robinson</b> - Nicole Palmer <b>A. Robison</b> - Wendy Ryder <b>Sampson</b> - Jennifer Bygness <b>Sheridan</b> - Tracy Ferguson <b>Swenke</b> - Randy Chance <b>Tipps</b> - Rebecca Bengel <b>Walker</b> - Jessica Zlatich <b>Warner</b> - Angela Hicks <b>Wells</b> - Lisa Huff <b>Willbern</b> - Tresa Weisz <b>Wilson</b> - Carly Chambers <b>Woodard</b> - Quynh Ngo <b>Yeager</b> - Kim Phan -
<b>Science, 3<sup>rd</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade 3	
<b>Science, 4<sup>th</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade 4	
<b>Science 5<sup>th</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade 5	
<b>Science 6<sup>th</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b>	<b>Grades 6-8 Committee</b>  <b>Anthony-</b> Leslie Dressler <b>Aragon-</b> Stephanie Castro

	HMH Into Science Texas Grade 6	<b>Arnold-</b> Tiffany Schmidtendorff <b>Bleyl-</b> Byronesia Harold <b>Dean-</b> Megan Jaramillo <b>Goodson-</b> Sara Ludemann <b>Hamilton-</b> Keyla A. Vega Soto <b>Hopper-</b> Cherri Paluch <b>Labay-</b> Amanda Boudreaux <b>Rowe-</b> Janett Akerman <b>Smith-</b> Mary Brinkley <b>Spillane-</b> Amoreena Bird <b>Sprague-</b> Emily Ambriz <b>Thorton-</b> Adetria Singleton <b>Truitt-</b> Nickolaus Ruiz <b>Watkins-</b> Kezia Dadler
<b>Science 7<sup>th</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade 7	
<b>Science 8<sup>th</sup> Grade</b>	<b>Company:</b> Houghton Mifflin Harcourt Depository <b>Product Title:</b> HMH Into Science Texas Grade 8	
<b>Biology</b>	<b>Company:</b> Savvas <b>Product Title:</b> Texas Miller & Levine Experience Biology	<b>Bridgeland</b> –Ariel Austin <b>Cy-Fair</b> –Traci Schulz <b>Cy Creek</b> - Ruth Ritter <b>Cy Falls</b> – Tammy Baggett <b>Cy Lakes</b> – Sydney McDaniel <b>Cy Park</b> –Kristy Mueck <b>Cy Ridge</b> – Henry Mitchell <b>Cy Springs</b> – Yao Cheng <b>Cy Woods</b> – Shanna Lands <b>Langham Creek</b> – Alisa McElroy
<b>Chemistry</b>	<b>Company:</b> Savvas Learning Company <b>Product Title:</b> Texas Experience Chemistry	<b>Bridgeland</b> – Kristina Behenna <b>Cy-Fair</b> – Effie Mancuso <b>Cy Creek</b> - Jacob Romig, <b>Cy Falls</b> – Peter Quach <b>Cy Lakes</b> – Denis Costello <b>Cy Ridge</b> – Emily Howard <b>Cy Springs</b> –Tonie Germany-Brown <b>Cy Woods</b> – Jane Lines <b>Langham Creek</b> –Andrea Crawford
<b>Physics</b>	<b>Company:</b> McGraw-Hill School Division <b>Product Title:</b> McGraw-Hill Texas physics	<b>Bridgeland</b> – Philip T Guthrie <b>Cy-Fair</b> – Le Nguyen <b>Cy Creek</b> - Mark Mason <b>Cy Falls</b> – Connor McHugh <b>Cy Lakes</b> –Lucila Rendon <b>Cy Ranch</b> – Amanda Cantwell
<b>IPC</b>	<b>Company:</b> Accelerate Learning Inc. <b>Product Title:</b> STEMscopes Science TX - IPC	<b>Brautigam</b> - Jonathan Salvador <b>Cy Lakes</b> – Sydney McDaniel <b>Cy Park</b> – Pedroso Gomez <b>Langham Creek</b> – Joseph Michnick

<p><b>Environmental Science</b></p>	<p><b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> Environmental Science: Sustaining Your World, Texas Edition</p> <p>Only choice from SBOE Adopted Materials</p>	<p><b>Brautigam</b> – Julie Cooper <b>Cy Lakes</b> – Sharon Carswell</p>
<p><b>Earth Systems</b></p>	<p><b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> Earth Systems, Texas Edition</p> <p>Only choice from SBOE Adopted Materials</p>	<p><b>Cy Falls</b> – Mark Regan, Alicia Royer <b>Cy Springs</b> – Stephen Njome Manga, Sakina Brandford</p>
<p><b>Astronomy</b></p>	<p><b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> Foundations of Astronomy</p> <p>SBOE Adopted Materials contained one option</p> <p>Foundations of Astronomy (Cengage) was selected as it was better aligned with TEKS requirements.</p>	<p><b>Cy Falls</b> – Mark Regan <b>Cy Lakes</b> – Megan Costello <b>Cy Ridge</b> – Rodney Selmon <b>Cy Springs</b> – Stephen Njome Manga <b>Jersey Village</b> – Tesia Campbell <b>Langham Creek</b> – Matthew Stanulonis</p>
<p><b>Aquatics</b></p>	<p><b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> Oceanography: An Invitation to Marine Science HS Edition</p> <p>Only choice from SBOE Adopted Materials</p>	<p><b>Bridgeland</b> – Colin Myers <b>Cy Falls</b> – Alicia Royer <b>Cy Lakes</b> – James Canturani <b>Cy Ridge</b> – James West <b>Jersey Village</b> – Meredith King</p>

## Career & Technology Instructional Materials Adoption CFISD

**2024-2025**

These committee members have recommended the following textbooks for approval by the Board of Trustees beginning with the 2024-2025 school year.

<b>Course</b>	<b>Company and Product Title</b>	<b>Committee Members</b>
<b>Child Development</b>	<b>Company:</b> CEV Multimedia LTD <b>Product Title:</b> iCEV Child Development (Individual Course)	<b>Cy Creek</b> - Natalie Beckworth <b>Cy Falls</b> – Fotini Netos <b>Cy Park</b> – Vandrea Grant/Simone King <b>Cy Ranch –Ridge</b> – Paris Webber <b>Cy Springs</b> – Rachael Sanders <b>Jersey Village</b> – Kimberly Wise
<b>Principles of Education &amp; Training</b>	<b>Company:</b> Goodheart-Willcox Company <b>Product Title:</b> Teaching	<b>Cy Creek</b> - Christina Bramwell <b>Cy Falls</b> – Kathleen Skehan <b>Cy Ranch</b> – Kimberly Dean <b>Cy Springs</b> – Rachael Sanders <b>Jersey Village</b> – Liz Starr
<b>Instructional Practices</b>	<b>Company:</b> The Curriculum Center for Family & Consumer Sciences <b>Product Title:</b> Instructional Practices	<b>Cy Creek</b> - Christina Bramwell <b>Cy Falls</b> – Kathleen Skehan <b>Cy Ranch</b> – Kimberly Dean <b>Cy Springs</b> – Rachael Sanders
<b>Principles of Applied Engineering</b>	<b>Company:</b> eDynamic Holdings LP <b>Product Title:</b> Applied Engineering 1a/1b	<b>Bridgeland</b> – Brett Ledkins <b>Cy-Fair</b> – Clyde Johnson <b>Cy Creek</b> - Richard Houdek <b>Cy Lakes</b> – Kenneth Parker <b>Jersey Village</b> – Mark Whetstine <b>Labay</b> - Paul Cranford <b>Spillane</b> - Joseph Swenceski <b>Sprague</b> - Jon-Michael Laboski <b>Thornton</b> - D'Andre Harbin, Tim Jahn
<b>Health Science Theory Clinicals</b>	<b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> DHO Health Science	<b>Cy Creek</b> - Melissa Marek <b>Cy Ridge</b> – Shellrinah Reneau <b>Cy Woods</b> – Laura Anderson <b>Langham Creek</b> – Robin Richard, Ronald Hebert
<b>Anatomy &amp; Physiology</b>	<b>Company:</b> McGraw-Hill School Division <b>Product Title:</b> Holes Essentials of Human Anatomy & Physiology	<b>Bridgeland</b> – Robyn Brackney <b>Cy-Fair</b> – Patricia Chapela <b>Cy Falls</b> – Derek Logback <b>Cy Lakes</b> – Marie Smith <b>Cy Park</b> – Taryn McFarlane <b>Cy Ridge</b> – Kenya Summage <b>Cy Woods</b> – Cristina Felchak <b>Langham Creek</b> – John Chung

<p align="center"><b>Forensic Science</b></p>	<p><b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> Forensic Science: Fundamentals and Investigations</p>	<p><b>Cy Creek</b> - Jessica Zapata, Karee Gregg <b>Cy Lakes</b> – Matthew Wells, Sochukwu Nzewi <b>Cy Park</b> – Nobert Hill <b>Cy Ridge</b> – Miranda Bussey <b>Cy Springs</b> – Larry Boykin <b>Cy Woods</b> – Shannon Shadoan <b>Jersey Village</b> – Sara Winklemann <b>Langham Creek</b> – Alisa McElroy</p>
<p align="center"><b>Medical Terminology</b></p>	<p><b>Company:</b> Cengage Learning Inc. <b>Product Title:</b> Medical Terminology for Health Professions</p>	<p><b>Bridgeland</b> – Laura Pham <b>Cy Creek</b> - Yolanda McHenry, Jaime Leal <b>Cy Lakes</b> – Tila Aytch Henderson <b>Cy Park</b> – Rachel Stribling <b>Cy Ranch</b> – Leslie Rivera <b>Cy Ridge</b> – Miranda Bussey <b>Cy Springs</b> – Matthew Ober <b>Jersey Village</b> – Samantha Riley <b>Langham Creek</b> – Anita Marshall</p>
<p align="center"><b>Pathophysiology</b></p>	<p><b>Company:</b> eDynamic Holdings LP <b>Product Title:</b> Pathophysiology 1a/1b</p>	<p><b>Bridgeland</b> – Mary Lyons <b>Cy-Fair</b> – Marla Posada <b>Cy Creek</b> - Jaime Leal <b>Cy Lakes</b> – Marie Smith <b>Cy Ranch</b> – Catherine Roberts <b>Cy Ridge</b> – Richard Jacobs <b>Cy Springs</b> – Kevin Hawkins <b>Cy Woods</b> – Jennifer Turnbow <b>Langham Creek</b> – Anita Marshall</p>
<p align="center"><b>Food Science</b></p>	<p><b>Company:</b> CEV Multimedia Ltd <b>Product Title:</b> iCEV Food Science (Individual Course)</p> <p>Only choice from SBOE Adopted Materials</p>	<p><b>Bridgeland</b> — Michele Smith <b>Cy Falls</b> – Jean Chiriboga <b>Cy Park</b> – Zoe Miller <b>Cy Springs</b> – Samantha Lopez <b>Cy Woods</b> – Tami Hunt <b>Jersey Village</b> – Blair Roy <b>Langham Creek</b> – Maria Cherian</p>
<p align="center"><b>Engineering Design &amp; Presentation I</b></p>	<p><b>Company:</b> CEV Multimedia Ltd. <b>Product Title:</b> iCEV Engineering Design &amp; Presentation I (Individual Course)</p>	<p><b>Cy-Fair</b> – Clyde Johnson <b>Cy Creek</b> - Richard Houdek <b>Cy Lakes</b> – Rashad Favors, Kenneth Parker <b>Cy Park</b> – Cornelius Cooley, Louis Iselin <b>Cy Ranch</b> – Kristi Grove, Juan Lopez <b>Jersey Village</b> – Mark Whetstine</p>
<p align="center"><b>Engineering Design &amp; Presentation II</b></p>	<p><b>Company:</b> CEV Multimedia Ltd. <b>Product Title:</b> iCEV Engineering Design &amp; Presentation II (Individual Course)</p>	<p><b>Bridgeland</b> – David Laughlin, Brett Ledkins, Devin Murphy <b>Cy-Fair</b> – Dariann Montgomery, Clyde Johnson, Sean Finn <b>Cy Creek</b> - Richard Houdek, Clyde Salzman <b>Cy Falls</b> – Andrew Higgins <b>Cy Lakes</b> – Larry Leach, Kenneth Parker</p>

		<p><b>Cy Park</b> – Cornelius Cooley, Louis Iselin</p> <p><b>Cy Ranch</b> – Kristi Grove, Juan Lopez</p> <p><b>Cy Ridge</b> – Lyawonda Amuneke, Jesse Vo</p> <p><b>Cy Springs</b> – Steven Marcus, Tim Stapley</p> <p><b>Cy Woods</b> – Jarrall Ford, Samantha Lightbody</p> <p><b>Jersey Village</b> – Mark Whetstine</p> <p><b>Langham Creek</b> – Rashad Mayes</p>
<b>Computer Science I</b>	<p><b>Company:</b> Code HS</p> <p><b>Product Title:</b> Texas Computer Science I</p>	<p><b>Bridgeland</b> – Alejandro Garcia, Gerald Staffel, Rayvan Watson</p> <p><b>Cy-Fair</b> – Weldon Jasik</p> <p><b>Cy Creek</b> - Jay Burton</p> <p><b>Cy Lakes</b> – Rohini Kalghatgi</p> <p><b>Cy Park</b> – Veronica Diaz</p> <p><b>Cy Springs</b> – Jose Chapela</p> <p><b>Cy Woods</b> – Stacey Armstrong</p> <p><b>Jersey Village</b> – Latanya Brooks-Samuels</p> <p><b>Langham Creek</b> – Cameron Crowson</p>
<b>Computer Science II</b>	<p><b>Company:</b> Compuscolar Java</p> <p><b>Product Title:</b> Java Programming</p>	<p><b>Bridgeland</b> – Alejandro Garcia, Gerald Staffel, Rayvan Watson</p> <p><b>Cy-Fair</b> – Weldon Jasik</p> <p><b>Cy Creek</b> - Jay Burton</p> <p><b>Cy Lakes</b> – Rohini Kalghatgi</p> <p><b>Cy Park</b> – Veronica Diaz</p> <p><b>Cy Springs</b> – Jose Chapela</p> <p><b>Cy Woods</b> – Stacey Armstrong</p> <p><b>Jersey Village</b> – Latanya Brooks-Samuels</p> <p><b>Langham Creek</b> – Cameron Crowson</p>
<b>Communication &amp; Technology in Education</b>	<p><b>Company:</b> The Curriculum Center for Family &amp; Consumer Sciences</p> <p><b>Product Title:</b> Communication and Technology in Education</p> <p>Only choice from SBOE Adopted Materials</p>	<p><b>Cy Creek</b> – Christina Bramwell</p> <p><b>Cy Falls</b> – Kathleen Skehan</p> <p><b>Cy Springs</b> – Rachel Sanders</p>

## Social Studies Instructional Materials Adoption CFISD

2024-2025

These committee members have recommended the following textbooks for approval by the Board of Trustees beginning with the 2024-2025 school year.

<b>Course</b>	<b>Company and Product Title</b>	<b>Committee Members</b>
<b>Personal Finance Literacy Plus Economics</b>	<b>Company:</b> McGraw-Hill School Division <b>Product Title:</b> Personal Finance High School Edition	<b>Bridgeland</b> - Stacy McCarthy <b>Cy-Fair</b> – Ross Gelhausen <b>Cy Creek</b> - Shelby McLane <b>Cy Falls</b> – Nam Tran <b>Cy Lakes</b> – Ellen Thompson <b>Cy Park</b> – Randall Borow <b>Cy Ranch</b> – Matthew Kirila <b>Cy Ridge</b> - Daniel Miranda <b>Cy Springs</b> – Matthew Davidson <b>Cy Woods</b> – James Vance <b>Jersey Village</b> – Brad Owens <b>Langham Creek</b> – Roxana Caulder <b>ALC East</b> - Destiny Daruvalla <b>ALC West</b> - Greg Kuri

**Cypress-Fairbanks Independent School District**  
**Resolution to Modify Adjustment in Comptroller's Property Value Assignment**  
**for Granting a Local Optional Homestead Exemption**

**WHEREAS** Cypress-Fairbanks Independent School District (CFISD) has made maintaining a low administrative cost ratio a focus of its operations, making CFISD one of the five lowest administrative cost districts in the state consistently; and

**WHEREAS** CFISD has focused on taxpayer relief each year since 1983 when the Board of Trustees adopted a local optional homestead exemption equal to 20% of the taxable property values as appraised by the Harris Central Appraisal District; and

**WHEREAS** Cypress-Fairbanks Independent School District reaffirms its commitment to property tax relief and a local optional homestead exemption for Cy-Fair taxpayers; and

**WHEREAS** this focus on taxpayer relief and low administrative cost ratios have resulted in a loss of state aid due to providing a Local Optional Homestead Exemption; and

**WHEREAS** under Texas Education Code (TEC) Section 48.002, the purpose of the Foundation School Program (FSP) is to guarantee that each school district in the state has adequate resources to provide students with a basic instructional program suitable to the student's educational needs; and

**WHEREAS** under TEC Section 48.251, the Foundation School Program is financed by:

- State available school funds distributed in accordance with law,
- Ad valorem tax revenue generated by local school district effort, and
- State funds appropriated for the purposes of public school education; and

**WHEREAS** under TEC Section 48.256, each school district's local share of the FSP is determined by formula equal to the product of the local district's adopted tier one maintenance and operations tax rate applied to the district's taxable property values as determined in Government Code Section 403.302; and

**WHEREAS** Tax Code Section 11.13(n) provides an additional residential homestead exemption if the exemption is adopted by the governing body of the taxing unit; and

**WHEREAS** CFISD provides the maximum benefit; and

**WHEREAS** the taxable property values used for allocating state funding to school districts under the FSP as determined by Government Code Section 403.302(d)(2), and TEC Section 48.259 does not reflect the local optional homestead exemption adopted by the school district governing body, resulting in a loss of millions of dollars annually in state FSP funding; and

**WHEREAS** TEC Section 48.259 prohibits the Commissioner of Education to provide funding under this section unless funds are specifically appropriated for purposes of this section, or the total amount of state funds appropriated for the FSP exceeds the amount distributed to school districts based on the taxable values of property without any deduction for the residence

**Cypress-Fairbanks Independent School District  
Resolution to Modify Adjustment in Comptroller’s Property Value Assignment  
for Granting a Local Optional Homestead Exemption**

homestead exemptions granted under Tax Code Section 11.13(n) causing a tremendous loss of funds to an efficient low tax district; and

**BE IT RESOLVED** The Board of Trustees of the Cypress-Fairbanks Independent School District calls for the modification of the adjustment in Comptroller’s Property Value Assignment by not recognizing any amount of the local optional homestead exemption granted under Texas Tax Code Section 11.13(n) for purposes of state funding under the FSP by:

- Repealing TEC Section 48.259,
- Amending Government Code Section 403.302(d)(2) as follows:  

“the total dollar amount of any residence homestead exemption granted under Section 11.13(n), Tax Code, in the year that is the subject of the study for each school district”, and
- Fully funding an administratively efficient district that provides local tax relief beyond the state’s ability.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

April 4, 2024