

**Notice of Regular Board Meeting
by Videoconference or Telephone Call
Board of Trustees
Monday, August 12, 2024**

A Regular Board Meeting of the Board of Trustees will be held on Monday, August 12, 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 August 5, 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 Anne Gill, teacher at Cy-Fair High School, who received the Kim Foglia

AP Biology Service Award.

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 MONDAY, AUGUST 12, 2024.

5. REPORTS

- A. The administration will provide a report on potential future changes pertaining to high school courses, GPA, and class rank.

6. CONSENT AGENDA

- A. The Board will consider approving the minutes of the June 17, 2024, Regular Board Meeting.
- B. The Board will consider approving the Agreement for the Purchase of Attendance Credits for the 2024-2025 school year.
- C. The Board will consider a resolution approving the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate, and other truth-in-taxation requirements.
- D. The Board will consider approving the annual contract with Aveanna Healthcare.
- E. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Texas Woman’s University and Idaho State University for Speech Pathology Field Placement.
- F. The Board will consider approving an Interlocal Agreement with the University of Houston.
- G. The Board will consider approving the Harris County road drainage easement near Cypress Ridge High School. [This item may be discussed in closed session.]
- H. The Board will consider approving the second amendment to the Water, Sewer and Drainage Services contract between Harris County Municipal District No. 264 and Cypress-Fairbanks I.S.D.
- I. The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.
 - 1. Distributors & Purveyors Catalog Bid for Banquet, Catering and Concessions
 - 2. Group Term Life AD&D Insurance Renewal
 - 3. Map Growth (Northwest Evaluation Association (NWEA))

7. NON-CONSENT AGENDA

- A. The Board will consider approving on first reading additions, revisions, or deletions to district policies:
 - 1. CKE (Local) - Safety Program/Risk Management: Security Personnel (Deletion)

2. CKEA (Local) - Security Personnel: Commissioned Peace Officers (Revision)

3. CQC (Local) - Technology Resources: Equipment (Revise)

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

1. EFB (Local)-Instructional Resources: Library Materials (Revise)

2. GKD (Local)-Community Relations: Nonschool Use of School Facilities (Revise)

3. FDA (Local)- Admissions: Interdistrict Transfers (Revise)

C. The Board will consider approving the School Health Advisory Council membership for the 2024-2025 school year.

D. The Board will consider approving the sale of approximately 40 acres of land located at Jack Road and Mound Road in the Dunham Pointe development. [This item may be discussed in closed session.]

E. The Board will consider approving the instructional materials for the SBOE approved Literature and the Bible and Western Civilization and the Bible courses for the ~~2024-2025 school year~~ 2025-2026 school year.

F. The Board will consider approving a Memorandum of Understanding with the Region 4 Education Service Center regarding police patrol services.

G. The Board will consider approving the superintendent's recommendation to rescind the notice to Angela Tate regarding the proposed termination of her term contract with the District. [This item may be discussed in closed session.]

8. 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.

9. 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 August 5, 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.

For the Board of Trustees

COURSE SELECTIONS, CLASS RANK, AND G.P.A. IN CFISD

August 8, 2024



Topics

- Discontinue PACE and Health as CFISD graduation requirements
- No longer publish class rank beyond the top 10% of each graduating class
- Remove the K-level option where there is an Advanced Placement or Dual Credit option
- Create a Rank Grade Point Average used only for class ranking



Topic #1

- Discontinue PACE and Health as CFISD graduation requirements.
- This will allow for 1 additional elective course to meet the 22 credits required to graduate on the Foundation Plan or the 26 credits required to graduate on the Foundation Plus Endorsement Plan.

Graduation Requirements for the Classes of 2018 and Beyond

Students who enter the ninth grade in the fall of 2014 and thereafter must enroll in courses necessary to complete the Foundation High School Program with an endorsement. Students may also earn Distinguished Level of Achievement by including and successfully completing Algebra II in their selected coursework. Students should study the table below which outlines requirements for 22 credits for the Foundation High School Program plus the 4 additional credits required for an endorsement. Counselors at each high school will furnish details associated with endorsements and other information necessary for student to complete registration.

Course	Foundation	+Endorsement	Notes
English	4		
PACE (Personal, Academic, & Career Exploration) or PACE Plus	1/2 or 1		<ul style="list-style-type: none"> One-half credit is required in grade 9. One credit is required for 9th-grade students who did not pass all 8th grade core academic classes (language arts, reading, math, science, and social studies) and who have not met the state standards on any 8th grade STAAR assessment. The state required speech TEKS are embedded in PACE and PACE Plus.
Mathematics	3 Algebra I, Geometry, and an additional math course	+ 1 additional advanced math course	<ul style="list-style-type: none"> Algebra II must be taken to earn the Distinguished Level of Achievement. NOTE: State graduation requirements do not mandate that a student complete Algebra II to graduate under the Foundation High School Program. If a student does not complete an Algebra II course, the student will not be eligible for automatic college admission or certain financial aid including the TEXAS Grant Program and the Texas Educational Opportunity Grant Program.
Science	3 Biology and IPC, Chemistry, or Physics, and an additional science course	+1 additional advanced science course	<ul style="list-style-type: none"> Biology is required for all students.
Social Studies	3 World Geography or World History, U.S. History, Government (1/2) & Economics (1/2)		<ul style="list-style-type: none"> Students may substitute AP Human Geography for World Geography. Students may not substitute the Personal Financial Literacy Elective for Personal Financial Literacy Plus Economics.
Languages other than English (Foreign Language)	2		<ul style="list-style-type: none"> Students take and earn two credits in the same language.
Health	1/2		<ul style="list-style-type: none"> Health may be taken in any grade or through correspondence, summer school, or credit-by-exam. Completion of Principles of Health Science satisfies the health requirement. CPR - The State required instruction in cardiopulmonary resuscitation (CPR) is instructed in Health.

Graduation Requirements for the Classes of 2018 and Beyond

Course	Foundation	+Endorsement	Notes
Physical Education	1		<ul style="list-style-type: none"> Beginning in the fall of 2022, students may earn a maximum of two (2) credits in PE toward graduation. Students may meet the PE requirement through after school participation in the fall semester of marching band and cheerleading, and both semesters of drill team. Students may also meet the PE requirement if they participate in a district-approved Olympic caliber off-campus training program, athletics or AFROTC. Students may earn up to four (4) credits of PE through off-campus PE, athletics or AFROTC. PE credit may be earned through approved correspondence courses.
Fine Arts	1		<ul style="list-style-type: none"> Approved fine arts courses include art, music, dance, theatre courses and floral design. Students must take 2 sequential semesters of the same course to meet the Fine Arts credit requirement.
Electives	4	+ 2 additional electives	
Total Credits Required	22	26	

Financial Aid Application for High School Graduation

Completing a free application for federal student aid (FAFSA) is a graduation requirement. FAFSA and/or TAFSA must be completed before a student can receive a high school diploma. A parent or legal guardian may provide written notice to opt out their child. Students who are at least 18 years old may opt themselves out of the requirement.

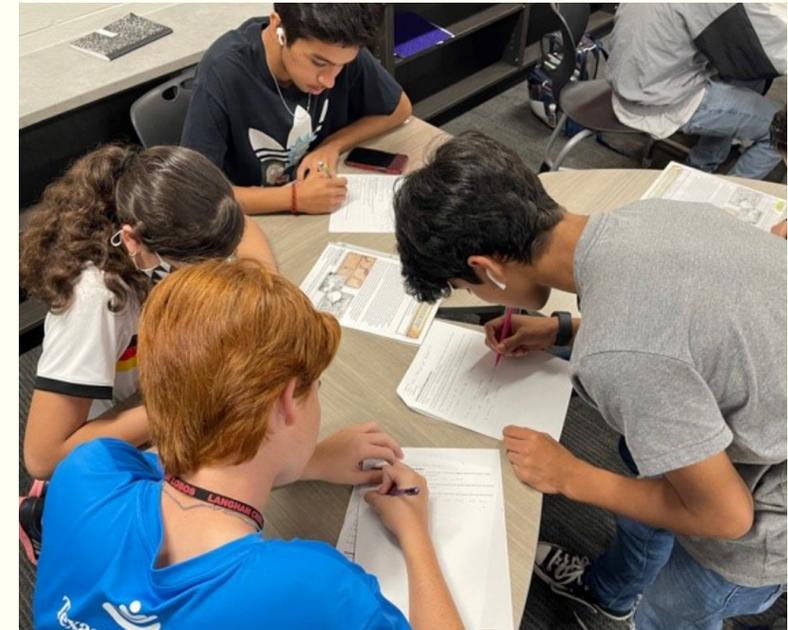
Topic #2

- No longer publish class rank beyond the top 10% of each graduating class
- Student Benefit: opportunity for college applications for students outside the top 10% to receive a more comprehensive admissions review



Topic #3

- Remove the K-level option where there is an Advanced Placement or Dual Credit option.
 - K-level is not recognized by the state; while it is more rigorous than L-level it is not the rigor of AP and Dual credit, yet it receives the same GPA weight.
 - Encourage advanced students to pursue courses that lead to college credit.
 - Removing K-level should help with CCMR in accountability as more students may pursue weighted courses that indicate to the state that we have College and Career ready students.



Topic #4

Create a Rank GPA used only for class ranking



Grading Scale

CFISD uses a weighted 6.0 grading scale. Grade points are allocated for a course of study based on the designation of the course as indicated in the chart below.

GRADE	LEVEL OR COURSE			
	K, AP, and HORIZONS Levels	L-Level (on-level)	Below Level Adaptive Behavior, ICS-M, NAC, Resource	Life Skills
A (90-100)	7 grade points	6 grade points	5 grade points	4 grade points
B (80-89)	6 grade points	5 grade points	4 grade points	3 grade points
C (75-79)	5 grade points	4 grade points	3 grade points	2 grade points
C- (70-74)	4 grade points	3 grade points	2 grade points	1 grade points
F (below 70)	0 grade points	0 grade points	0 grade points	0 grade points

Students can access high school credit courses in middle school beginning in 6th grade; Algebra, CTE and LOTE I and II accessed in middle school are not included in the GPA. The exception is if a student does not complete 4 math credits in high school, the Algebra (on-level) credit will be calculated in the GPA.

Topic #4

Create a Rank GPA used only for class ranking

Rank GPA calculation based on a standard set of courses.

Students could pursue unweighted courses without negatively impacting their class rank.



Grade
6

Jan/Feb
select 7th
grade 2
electives

7th Grade High School Credit Elective Options

- Prof Com or Intermediate Speech (.5)
- LOTE I (1.0)
- Native Speaker LOTE I (Spanish) (1.0)
- Touch System Data Entry (.5)
- Principles Human Services (1.0)
- Principles Applied Engineering (1.0)

When taken in middle school, these courses are not included in GPA

Accessing High School Credits

Grade
7

Jan/Feb
select 8th
grade 2
electives

8th Grade High School Credit Elective Options

7th Grade options plus:

- Advanced Speech (.5)
- LOTE I or II (1.0)
- NS LOTE II (Spanish)
- Business Info Management (1.0)
- Principles Architecture (1.0)
- Principles Hospitality/Tourism (1.0)
- Principles Manufacturing (1.0)
- Principles Info Technology (1.0)

When taken in middle school, the above courses are not included in GPA

- Art I * (included in GPA, all students have 1 fine arts credit in their GPA)
- NS LOTE IIIK (Spanish)

Grade
8

Fall
HS
Endorsemen
t Lessons

Jan/Feb
4-year Plan

Timeline

September-October 2024	November 2024	Topics	Phase in Timeline	
			Dec 2024-Feb 2025	2025-2026 School Year
Present topics and seek input <ul style="list-style-type: none"> • Community Connect • Superintendent Student Leadership • Faith Based Leaders • DEIC • Public Meetings 	Board Report	Discontinue PACE/Health	8 th graders- reflected in 4-year plans	Implementation With 9 th graders & subsequent cohorts
		Rank top 10%	Communicate to Class of 2026 Reflected May 2025 rank	Full implementation Class of 2026 and subsequent cohorts
		Remove K-level options	8 th graders- reflected in 4-year plans	Implementation With 9 th graders & subsequent cohorts
		Rank GPA	Communicate to 6 th grade prior to 7 th grade course selections	Implementation with 7 th graders & subsequent cohorts

Questions



CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
JUNE 17, 2024
REGULAR BOARD MEETING MINUTES

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, June 17, 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, Christine Kalmbach, Todd LeCompte, and Lucas Scanlon.

Mr. Henry recognized Grace Handley from State Representative Dr. Tom Oliverson’s office, Elizabeth Stinson from Senator Paul Bettencourt’s office, and State Representative Jon Rosenthal.

Reverend Joseph Camarillo, Senior Pastor, Life Family Church, delivered the invocation.

Board President Henry led the Pledge of Allegiance to the U.S. Flag and the Texas Flag.

Board member Julie Hinaman 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 thanked CFISD Operations and CFPD staff for their work in following the storm. He also thanked Harris County sheriff deputies, fire fighters, and CenterPoint for their work around the area as they tirelessly worked to bring campuses back up and restore order to the community.

Dr. Killian turned the floor over to Christina Cole, Chief Officer for School Leadership, who introduced the following new principals: Tracy Barstow, Postma Elementary School; Dr. Michael Contreras, Cy-Park High School, and Craig Pliskin, Brautigam Center.

2. Recognitions

2.A. The Board recognized three recipients of the June 2024 Bringing Out the Best award.

Board President Henry, along with fellow Board members, recognized three staff members for their outstanding job performance in “Bringing Out the Best” program. Those staff members were Ladye Lindsey, teacher at Bridgeland High School, Michael Staton, MHAB/VPAC Building Foreman, and Scottie Stevens, Supervisor Customer Care Center.

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 Dr. Natalie Blasingame wished all dads a happy Father’s Day. Dr. Blasingame thanked Dr. Killian, Matt Morgan and his team for doing an incredible job of making sure the district recovered from the recent storm. She shared how much she enjoyed the graduation ceremonies and thanked Beth Wade and the Berry Center team and Dr. Ogwumike and her Student Services team for their hard work in honoring these seniors and their guests. Dr. Blasingame also shared that she attended the recent Cy-FARE Retired Educators luncheon. Dr. Blasingame stressed how important it is for the Trustees to continue their research and study the forthcoming data regarding student outcomes to see what more can be done to make sure every child, in reading and math, is able to achieve at the very highest level.

Board President Henry called for a recess at 6:38 p.m.

Board President Henry called the meeting back to order at 6:47 p.m. The Board proceeded with Board Comments.

Board member Christine Kalmbach shared that she attended the Art at the VPAC in May, Lamkin Elementary School's year-end New Arrival Center's (NAC) celebration, several of the high school graduation ceremonies, and the Cy-FARE Retired Educator's luncheon. Ms. Kalmbach recognized several May events, including Mother's Day, Peace Officer's Memorial Day, and Memorial Day. She wished all dad's a happy Father's Day, recognized the celebration of Juneteenth, and wished everyone a happy July 4th. Ms. Kalmbach thanked Dr. Macias and her team for working on the curriculum, as well as Dr. Killian, his staff, and the community for their work on the budget. She assured the community that the Board continues to work with elected officials locally and statewide on school finance.

Board member Julie Hinaman shared that she attended the final student art exhibit for the year at the VPAC, attended a retirement celebration at Spillane Middle School, enjoyed Career Day at Matzke Elementary School, volunteered at Willbern Elementary's Book Fair, and attended the Cy-Creek High School's Wall of Honor ceremony. Ms. Hinaman cheered on Cy-Ridge High School students who won prizes as part of their PBS program. She celebrated the New Arrival Center's (NAC) students at Thornton, Arnold and Lamkin Middle Schools, and Watkins Elementary School. Ms. Hinaman thanked coaches for their support for Camp Courage. She also attended the Brautigam Spring Celebration of Success, Carlton Center graduation, the CFISD All-District Jazz Band and All-District Mariachi Band concerts at the VPAC and attended all the high school graduation ceremonies.

Board member Justin Ray shared that he attended all the high school graduation ceremonies. He congratulated students, teachers, administrators, and parents for such a dynamic week in CFISD. Mr. Ray shared his comments on campus visits while stating "this is one of the best things we do as Trustees." This is where Board members get a lot of important information and a lot of direction on how best to lead a district. More specifically, Mr. Ray learned from principals that "vaping" is their number one issue on campuses and continues to be a safety issue and a health issue. He encouraged CFISD to investigate technology that could prevent and discourage vaping use on campuses and investigate some type of pilot program. Mr. Ray asked that the district stay focused on this issue.

Board member Lucas Scanlon thanked the entire team who participated in the budget process. He also thanked the finance and operations subcommittee. Mr. Scanlon explained the budgeting process and how this committee engaged with the community in the budget review and the prioritization of items. He shared the inner workings of the committee and the goal of working within constraints to achieve a balanced budget while meeting learning outcomes. Mr. Scanlon also shared that another goal was to make sure the committee heard the suggestions and recommendations on the budget process as they were conveyed to the Board, the key inputs and priorities as expressed by the community. In conclusion, Mr. Scanlon shared his excitement over attending the recent graduation ceremonies and his visits to Cy-Woods and Cy-Park High Schools.

Board member Todd LeCompte thanked Dr. Killian and his leadership during the recent storm, also stating that during his first few months in the district he has handled things "phenomenally." Mr. LeCompte gave kudos to Matt Morgan and his team for their hard work, long hours, and the way they took care of the aftermath of the storm. Mr. LeCompte attended the Brautigam Celebration of Success, the Carlton Center graduation, and several high school graduation ceremonies. He thanked Michelle Spees, Dr. Ogwumike, Dr. Stewart, Beth Wade, and their staff for all the time, energy and effort put into organizing the graduation ceremonies. Mr. LeCompte also attended a Cy-Fair High School baseball game and gave kudos to the coaching staff and the players for a great season. He recognized the Bridgeland High School baseball team for a great season as well.

Board member Scott Henry shared what the recent graduation ceremonies meant to him – a culmination of years of hard work, dedication, and perseverance for CFISD students. He shared one student's words and the importance of leaving a mark that deeply resonates with everyone. "A legacy that is not defined by titles or accolades, but by the positive impact we make in the lives of others." Encouraging fellow students to produce passion, embrace kindness, and strive to make a difference. "Be known for the hearts we touch and the lives we change." Mr. Henry expressed how this powerful message underscores the value the district hopes to instill in students – kindness, compassion, and commitment to making a positive difference in this world. Mr. Henry thanked all involved in organizing and conducting the graduation ceremonies.

Mr. Henry turned the floor over to Board Secretary Justin Ray to proceed with **Citizen's Participation**.

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.

Due to a CenterPoint grid failure which caused a power outage during the meeting, Mr. Henry called for a recess at 7:15 p.m.

Mr. Henry called the meeting back to order at 7:29 p.m.

Speakers:

1. Christina Milan addressed the Board regarding transparency in district matters of public interest.
2. Jennifer Chenette addressed the Board regarding the removal of science chapters within instructional materials.
3. Tara Cummings addressed the Board regarding the removal of science chapters within instructional materials.
4. Ginger Patel addressed the Board regarding the removal of science chapters within instructional materials.
5. Pearl Patel addressed the Board regarding the removal of science chapters within instructional materials.
6. Madeleine Henry addressed the Board regarding the removal of science chapters within instructional materials.
7. Bryan Henry addressed the Board regarding the removal of science chapters within instructional materials.
8. Megan Costello addressed the Board regarding the removal of science chapters within instructional materials.
9. Kaleb Holmes addressed the Board regarding the removal of science chapters within instructional materials.
10. Wendy Cowen addressed the Board regarding the removal of science chapters within instructional materials.
11. Debbie Blackshear addressed the Board regarding the removal of science chapters within instructional materials.
12. Kera Backer addressed the Board regarding the removal of science chapters within instructional materials.
13. Kevin Hawkins addressed the Board regarding the removal of science chapters within instructional materials.
14. Ashley Buckner addressed the Board regarding the removal of science chapters within instructional materials.
15. Lisa Abuka addressed the Board regarding the removal of science chapters within instructional materials.
16. Dr. Cleveland Lane, Jr. addressed the Board regarding support for educators and staff.
17. Austin McGowan addressed the Board on the “railroading of an amendment through without proper public consideration.
18. Jill Center addressed the Board regarding the removal of science chapters within instructional materials.
19. Jon Rosenthal addressed the Board on school funding.
20. Suzanne Bathe shared her concerns regarding the decisions to eliminate PE teachers and safety of students.
21. Grayson Williams addressed the Board regarding bus transportation for Spillane MS and Cy-Woods HS.
22. Heidi Rothschild addressed the Board regarding the removal of science chapters within instructional materials.
23. Daniel Buckner addressed the Board regarding the removal of science chapters within instructional materials.
24. Jeremiah Becker addressed the Board regarding the participation in UIL activities for homeschoolers.
25. Bob Covey addressed the Board regarding the “bible in the classroom” and renaming the Mark Henry building.
26. Debra Zamora addressed the Board regarding the removal of science chapters within instructional materials.
27. Angela Martin-Greer addressed the Board regarding the removal of science chapters within instructional materials.
28. Dave Mahon shared his concerns on what will be taught in CFISD in the future and asked that the district teaches the science that is known, based on evidence.

Due to the ongoing CenterPoint grid failure and intermittent power outages during the meeting, Mr. Henry once again called for a recess at 8:02 p.m.

Mr. Henry called the meeting back to order at 8:08 p.m. and announced that although the Public Hearing portion of the agenda was presented on Thursday, there was one speaker on this item.

Speaker:

1. Rosemary Wilson shared her concerns on the loss of librarians in schools across the district.

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

7.A. The Board will consider approving the minutes of the May 6, 2024, Regular Board Meeting.

7.B. The Board will consider approving the budget amendments for the period of April 1, 2024, through June 30, 2024.

7.C. The Board will consider approving a resolution for the commitment of the district’s fund balance.

- 7.D.** The Board will consider approving a list of qualified financial institutions, brokers/dealers, investment pools and investment advisors that are authorized to engage in investment transactions with the district.
- 7.E.** The Board will consider a resolution approving the district's investment policy and investment strategy, the investment officers of the district, the independent sources of instruction relating to investment responsibilities for the investment officers of the district, and investment training hours.
- 7.F.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Tarleton State University regarding the Distinguished High School Partnership Program.
- 7.G.** The Board will consider authorizing the superintendent to execute an Agreement & Memorandum of Understanding with the Texas Higher Education Coordinating Board (THECB), Texas A&M University, related to the Advise TX College Advising Corps Program.
- 7.H.** The Board will consider authorizing the superintendent to execute the 2024-2025 Interlocal with Harris County Resources for Children and Adults (HCRCA) to provide the services of fifteen (15) Youth Service Specialists and two (2) Coordinators to assist with the specialized services for students and families in the Cypress-Fairbanks Independent School District.
- 7.I.** The Board will consider approving the Memorandum of Understanding between Harris County Juvenile Board and Cypress-Fairbanks ISD to participate in the JJAEP for the 2024-2025 school year.
- 7.J.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with the University of Houston-Victoria (UHV) to implement an unpaid teacher residency program.
- 7.K.** The Board will consider a request for a TEA Missed School Days Waiver and Low Attendance Day Waiver for the instructional days impacted due to Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding that occurred on May 16, 2024.
- 7.L.** The Board will consider approving a request for a Texas Education Agency waiver that allows the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction for the 2024-2025 school year.
- 7.M.** The Board will consider approving the attached list of facilities for Off-Campus Physical Education, Category I, for the 2024-2025 school year.
- 7.N.** The Board will consider authorizing the superintendent to execute the renewal of the 2024-2025 Interlocal Agreement with Harris County for specialized services at the Academic Behavior School (ABS) West.
- 7.O.** The Board will consider authorizing the superintendent to execute the renewal of the 2024-2025 Interlocal Agreement with Harris County for school-based therapy services.
- 7.P.** The Board will consider granting a temporary construction easement to the North Harris County Regional Water Authority (NHCRWA) and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.
- 7.Q.** The Board will consider approving the Interlocal Agreement between Harris County Municipal Utility District (HCMUD) No. 364, HCMUD No. 365, and Cypress-Fairbanks ISD for funding to purchase and install playground equipment at Sampson Elementary School and authorize the Superintendent or designee to negotiate the final terms and execute all related documents. [This item may be discussed in closed session pursuant to Section 551.071 and Section 551.072.]
- 7.R.** The Board will consider approving the CenterPoint Energy Houston Electric, LLC blanket utility easement to provide underground electrical service at Jarvis Transportation Center and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.
- 7.S.** The Board will consider approving the granting of a temporary workspace easement to ExxonMobil Pipeline Company (EMPCo), at Danish Elementary, and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.
- 7.T.** The Board will consider approving the granting of a temporary workspace easement to Enterprise Crude Pipeline,

LLC, at Danish Elementary, and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

7.U. 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:

7.U.1. 2023 Maintenance/Operations Renovations

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

- 7.V.1. Adobe for Instructional & Administrators
- 7.V.2. Art and Miscellaneous School Supplies
- 7.V.3. Assorted food for Nutrition Services 2024
- 7.V.4. Auto, Liability, Cyber Insurance & Workers' Compensation Third Party Administration
- 7.V.5. Building Materials and General Maintenance, Repair, & Operations (MRO) Supplies
- 7.V.6. Child Nutrition/Food Services Fleet Vehicles
- 7.V.7. Classroom Supplies and Curriculum Equipment – Amendment
- 7.V.8. Contracted Educational Services and Professional Development Services
- 7.V.9. District Fundraiser Services
- 7.V.10. Farm to school Produce for Nutrition Services
- 7.V.11. Leave Management Software
- 7.V.12. Medicaid & Student Health Related Billing Services (SHARS)
- 7.V.13. Produce for Nutrition Services
- 7.V.14. Restaurant/Catering and Delivery Services
- 7.V.15. Security Courier Services
- 7.V.16. Single Sign-on Integration
- 7.V.17. Spirit Apparel and Promotional Items
- 7.V.18. Transport Cabinets for Nutrition Services
- 7.V.19. Vending Machine Services

Speaker:

1. Tanzanyika Williams spoke on Agenda Item 7.A. and the removal of science chapters within instructional materials. (Her comments were stopped due to her speaking under the wrong agenda item.)

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

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

8.A. The Board will consider approving engagement with Weaver and Tidwell, L.L.P. to perform efficiency audit services.

Mr. Henry called for a motion.

Board member Lucas Scanlon made a motion that the Board approve engagement with Weaver and Tidwell, L.L.P. to perform efficiency audit services.
Board member Christine Kalmbach seconded.
Motion passed by a 7 to 0 vote.

8.B. The Board will consider approving the District's Hazardous Traffic Conditions Resolution as required by TEA to receive supplemental transportation funding.

Speakers:

1. Brandy Lee Dawson-March addressed the Board on the lack of infrastructures in the surrounding

- communities for safe transportation for all students.
2. Lindsey Wilson shared her concerns on how the new transportation plan is going to play out.

Mr. Henry called for a motion.

Board member Lucas Scanlon made a motion that the Board approve the District's Hazardous Traffic Conditions Resolution.
Board member Justin Ray seconded.
Motion passed by a 7 to 0 vote.

- 8.C.** The Board will consider the adoption of the 2024-2025 Budget, including the 2024-2025 staff compensation plan.

Speaker:

1. Tanzanyika Williams addressed the Board regarding raising teacher salaries.

Mr. Henry called for a motion.

Board member Lucas Scanlon made a motion that the Board adopt the 2024-2025 Budget, including the 2024-2025 staff compensation plan.
Board member Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

- 8.D.** The Board will consider approving on first reading additions, revisions, or deletions to district policies:

- 8.D.1. EFB (Local)-Instructional Resources: Library Materials (Revise)
- 8.D.2. GKD (Local)-Community Relations: Non-school Use of School Facilities (Revise)
- 8.D.3. FDA (Local)- Admissions: Interdistrict Transfers (Revise)

Speakers:

1. Tara Cummings shared her concerns for the new library policy and further burdens it places on librarians.
2. Jennifer Chenette shared her concerns and opposition for the new library policy.
3. Jill Center shared her concerns for the new library policy and asked for clarification on the language.
4. Austin McGowan shared his concerns over the language of the new library policy.
5. Kristina Woods shared her concerns over the latest library policy.
6. Lisa Abuka shared her concerns for the new library policy.

Mr. Henry called for a motion.

Board member Justin Ray made a motion that the Board approve the first reading additions, revisions, or deletions of district policy EFB (Local) Instructional Resources: Library Materials (Revise).
Board member Dr. Natalie Blasingame seconded.

Board member Julie Hinaman requested the following language be added to EFB (Local) policy: Questions or concerns raised by a Board member regarding library materials proposed for acquisition shall be addressed in the manner provided in EFB (Local). Ms. Hinaman suggested the following revisions be added to EFB (Local): 1) No individual Board member has the right to remove or to require removal of any library materials from the acquisition list prior to the posting of the acquisition list on the district website and no library materials will be removed from the acquisition list before the acquisition list is posted on the website based upon questions or concerns raised by an individual Board member; 2) Any Board member request for removal or reconsideration of any library materials on the acquisition list must be made by submitting to the district library supervisor a completed request for reconsideration using the same form that district students, parents, employees and residents are required to use. Such Board member's completed request form will be provided to the entire Board upon submission by the Board member; 3) The acquisition list for library materials will be presented to the Board for approval at the first regular board meeting of the Board following the 30-day posting period. At such meeting, no Board member may request removal of library materials; 4) After the reconsideration process has been completed with respect to any request for removal or reconsideration by a Board member and a determination has been made that the library material will be removed from the acquisition list the removal of the library material from the acquisition list must be voted on by the entire Board at the next Board meeting after such determination; 5) No library materials will be removed from the acquisition list solely based upon the ideas contained in the material, the identity or personal background of the author or the personal background of the characters of the material; 6) The major criterion for the final decision on

removing of library materials from the acquisition list is the appropriateness of the material of voluntary inquiry or self-selected reading to encourage student reading and enrich and support student learning; 7) Regarding formal reconsideration committees, no spouse or family member of a Board member or any other individual who cannot be employed by the district under the nepotism policy in DBE (Legal) will be appointed to any reconsideration committee related to proposed acquisition material or library materials already in the library collection.

Board member Justin Ray stated that he was not prepared to act on Ms. Hinaman’s suggested revisions and recommended Ms. Hinaman submit her recommendations to the Policy Committee for further revision. Mr. Ray also stated that he is ready to vote on EFB (Local) as it is but is open to further amendments to the policy and asked the Policy Committee to give this due diligence and bring back any revisions based on Ms. Hinaman’s recommendations.

Board member Dr. Blasingame recommended moving forward on voting on EFB (Local) and asked General Counsel Marney Collins Sims about the process of first and second readings on policies. Ms. Sims stated the purpose of having the first reading, getting feedback from the Board on additional or different language, combined with utilizing the benefits of a Policy Committee then bringing those changes for the second reading in August.

**6 votes in favor / 1 vote opposed.
Motion passed by a 6 to 1 vote.**

Mr. Henry called for a motion on 8.D.2.

Board member Dr. Natalie Blasingame made a motion that the Board approve the first reading additions, revisions, or deletions of district policy GKD (Local) Community Relations: Non-school Use of School Facilities (Revise)
Board member Justin Ray seconded.
Motion passed by a 7 to 0 vote.

Mr. Henry called for a motion on 8.D.3.

Board member Dr. Natalie Blasingame made a motion that the Board approve the first reading additions, revisions, or deletions of district policy FDA (Local) Admissions: Interdistrict Transfers (Revise)
Board member Lucas Scanlon seconded.
Motion passed by a 7 to 0 vote.

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

- 8.E.1. DEC (Local)-Compensation and Benefits: Leaves and Absences (Revise)
- 8.E.2. DFBB (Local)-Term Contracts: Nonrenewal (Revise)
- 8.E.3. EED(Local)-Instructional Arrangements: Student Schedules (Revise)
- 8.E.4. EHAB (Local)- Basic Instructional Program: Required Instruction (Elementary) (Revise)

Board member Dr. Natalie Blasingame made a motion that the Board approve on second reading additions, revisions, or deletions to district policies DEC (Local) Compensation and Benefits: Leaves and Absences (Revise); DFBB (Local) Term Contracts: Nonrenewal (Revise); EED(Local) Instructional Arrangements: Student Schedules (Revise); EHAB (Local) Basic Instructional Program: Required Instruction (Elementary) (Revise)
Board member Christine Kalmbach seconded.
Motion passed by a 7 to 0 vote.

8.F. The Board will consider approving the 2024-2025 Cypress-Fairbanks ISD Student Code of Conduct.

Board member Lucas Scanlon made a motion that the Board approve the 2024-2025 Cypress-Fairbanks ISD Student Code of Conduct
Board member Christine Kalmbach seconded.
Motion passed by a 7 to 0 vote.

8.G. The Board will consider nominations for the Region 4, Position F, large district member seat on the TASB Board of Directors.

No nominations for the Region 4, Position F, TASB Board of Directors were submitted; therefore, **no vote was taken.**

8.H. The Board will consider a Level 1 complaint filed by an employee (A. Royer) regarding adoption of science instructional materials. [This may be discussed in closed session pursuant to Section 551.071.]

Speakers:

1. Shared her opposition for the removal of science instructional materials.
2. Christina Milan shared her opposition for the censorship of instructional materials.
3. Bryan Henry requested the Board overturn their decision to remove certain materials from the curriculum.
4. Veronika Skoda shared her concerns over the removal and censorship of instructional materials.
5. Nyna Saenz shared energy information on sustainability and climate in hopes the Board would reconsider the removal of certain instructional materials.
6. Martin Skoda shared his concerns on the censorship of science textbooks.
7. Loren Long addressed the process by which the Board censored chapters of the high-school level science books.
8. Jill Center shared her concerns on the censorship of science textbooks.
9. Amanda Cantwell offered to clarify what is being taught in the classroom and how the new standards are meant to improve science instruction and reasoning.
10. Debbie Blackshear addressed the Board on the dismissal of teachers' hard work on reviewing the instructional materials that are being removed.
11. Jon Rosenthal addressed the Board in reversing the removal of science instructional materials.
12. Jarred Burton addressed the recent vote to censor specific chapters in science textbooks.
13. MacKinsey Bach addressed the removal of materials related to vaccines and infectious diseases in science textbook chapters.
14. Austin McGowan addressed the Board on the approval of textbooks by the State Board of Education.
15. Kristina Woods shared her concerns on the censorship of science textbooks.
16. Janet Combes expressed her strong disagreement of the elimination of instructional materials from the science textbook.
17. Tara Cummings shared her opposition for the removal of instructional materials in textbooks.
18. Dr. Cleveland Lane, Jr. shared his concerns on the censorship of science textbooks.
19. Lisa Abuka shared her concerns on the censorship of science textbooks.

Mr. Henry called for a motion.

Board member Julie Hinaman moved that the Board uphold the Level 1 grievance and reinstate all the omitted chapters from the Board's adoption of the 2024-2025 instructional materials.
No second was obtained.

Mr. Henry called for another motion.

Board member Justin Ray moved that the Board deny the Level 1 complaint filed by employee Royer regarding the adoption of science instruction materials.
Board member Dr. Natalie Blasingame seconded.
6 votes in favor / 1 vote opposed.
Motion passed by a 6 to 1 vote.

8.I. The Board will consider making a determination that good cause did not exist as required by law for Sarah Carr, Michael Janak, Olajumoke Orundami, and April Reed, to resign their respective employment contracts. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Dr. Natalie Blasingame made a motion that the Board render a finding under Texas Administrative Code Chapter 249.17(d) that good cause did not exist as required by Texas Education Code sections 21.105(c), 21.160(c), or 21.210(c) for the individuals listed 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 Christine Kalmbach seconded.
Motion passed by a 7 to 0 vote.

8.J. The Board will consider a Level IV appeal (M. Hmeda) of a Level III decision. [This item was discussed in closed

session pursuant to Section 551.0821.]

Board member Christine Kalmbach made a motion that the Board uphold the Level III decision made by the administration.
Board member Lucas Scanlon seconded.
Motion passed by a 7 to 0 vote.

Mr. Henry announced that an Addendum to the June 2024 Board Meeting Agenda was posted on Friday, June 14, 2024.

Addendum

- 1.A.** The district will consider an appeal of a decision denying an intradistrict student transfer request. [This item may be discussed in closed session pursuant to Section 551.0821.]

The Board proceeded with **Information Items**.

9. Information Items

- 9.A.** Board committee updates.

Speakers:

1. Tara Cummings addressed the Board on where the transparency is regarding Board committees.
2. Christina Milan shared her interest in updates from the teacher retention committee and expressed her concerns regarding the modifications made to the "Teaching" textbook.
3. Lisa Abuka addressed the Board on the transparency of Board committees.

Board member Dr. Natalie Blasingame gave an update from the Ad Hoc Teacher Recruitment & Retention Committee. The following items were discussed in the meeting: Analysis of strengths, weaknesses, threats, and opportunities, which explored benefits and values of the teaching profession. An external survey query of why teachers left the district was performed. The committee looked at rehire and retire in Title 1, different incentives within the system for hard to reach and hard to teach, a marketing campaign, training and support, and the calendar and daily schedules. The committee reviewed a report on vacancies provided by a special task force, looked at compensation and providing incentives for hard staffed areas, training and support in certain areas in pre-service preparation, teacher mentorship/leadership opportunities, and working conditions. Teacher time, schoolwide culture and discipline support was discussed. Dr. Blasingame shared that more information from Capstone would be forthcoming. Welcoming and onboarding for new teachers and institute/learning opportunities were reviewed as well as ways to enhance the para to teacher pipeline, which included avenues for financial aid for paras interested in a teaching degree. Other programs such as a teacher ambassador program, student educator prep program, a retired rehire teacher program, the College Academy pathway for an associate degree in teaching program were discussed. Dr. Blasingame concluded her update by sharing the committee would be meeting later this month or at the beginning of July.

Board member Lucas Scanlon addressed rumors pertaining to the Finance and Operations Committee that things were done in the dark. Mr. Scanlon shared who was in every meeting, and regarding the content of the meetings, he shared that every single presentation that the community has received regarding the budget is what was initially reviewed, questioned by Board committee members and answered by the administration so it could be shared with fellow Board members. "No decisions were made in the finance sub-committee, at all, in any scenario." Points were discussed and questions were asked in the sub-committee so the administration/Board could discuss in open discussion. "The goal of the Finance and Operations sub-committee is to give the rest of the administration a first pass at the Board members to understand what questions might be coming so that they can better prepare for discussions with this entire Board and have those answers already available." Mr. Scanlon concluded his comments by sharing the committee's next meeting would be in August.

Board member Christine Kalmbach shared that the Academics, Safety, Vision, and Planning Committee has not held a meeting since the last Board meeting so there would not be an official update. Ms. Kalmbach noted that the committee would be scheduling a meeting soon, perhaps at the end of June or the beginning of July and will have a report to share at the August Board meeting.

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

Speaker:

1. Lisa Abuka questioned the Board on where the committee information and reports are shared with the public.

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

10. Closed Session

Board President Henry called for a motion move to closed session.

Board member Lucas Scanlon moved to adjourn.
Board member Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

Board members moved into closed session at 10:05 p.m.

Closed session began at 10:14 p.m. and ended at 10:59 p.m.

Board President Henry called for a motion to reconvene in open session at 11:01 p.m.

Board member Lucas Scanlon moved to adjourn.
Board member Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

The Board proceeded with the Addendum:

Addendum

1.A. The district will consider an appeal of a decision denying an intradistrict student transfer request. [This item was discussed in closed session pursuant to Section 551.0821.]

Mr. Henry called for a motion.

Board member Lucas Scanlon moved that the Board uphold the position of the district to deny the intradistrict transfer request.
Board member Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

11. Adjournment

Board President Henry called for a motion to adjourn.

Board member Justin Ray moved to adjourn.
Board member Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

The June 17, 2024, Regular Board Meeting was adjourned at 11:03 p.m.

Scott Henry
President, Board of Trustees

Justin Ray
Secretary, Board of Trustees

Approved: August 12, 2024

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

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

The school year to which this agreement applies is 2024-2025 (the "school year").

The agreement is for Cypress-Fairbanks Independent School District ("the district"), with a county-district number of 101907, to purchase attendance credit from the state for the school year.

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

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

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

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

Date: 8/12/24

Signature of President, Board of Trustees

Date: 8/12/24

Signature of Secretary, Board of Trustees

Signature of Superintendent

Douglas Killian, Ed.D

Date: 8/12/24

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

**STATE OF TEXAS
COUNTY OF HARRIS**

RESOLUTION

IT IS HEREBY RESOLVED, ordered, and directed by the Board of Trustees of the Cypress-Fairbanks Independent School District the approval of the District's Tax Assessor as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements for the District pursuant to Section 26.04 of the Texas Property Tax Code, as amended.

BE IT RESOLVED that the provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

PASSED, APPROVED AND ADOPTED this 12th day of August 2024.

Scott Henry
President

Attest:

Justin Ray
Secretary

SCHOOL PROVIDER AGREEMENT

This School Provider Agreement (the "Agreement"), effective **July 1, 2024**, is between **Cypress Fairbanks Independent School District** ("SCHOOL") and **Epic Health Services, Inc. DBA Aveanna Healthcare** ("AVEANNA") with a location at 1011 Highway 6 South, 311 Houston Texas 77077-1035.

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS, AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS, AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

1. **Obligations of AVEANNA.**

a. General. AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

b. Provision of Services. AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

c. Personnel. AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements. Staffing and clinical concerns should be directed to:

Andre Collins, Executive Director
1011 HWY 6s Suite 311
Houston, TX 77077
Andre.Collins@aveanna.com

Background Checks. AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws. Additionally, AVEANNA employees who provide Services under this Agreement may be required to submit to background checks as deemed necessary by the SCHOOL. AVEANNA will be responsible for the cost of such background checks.

2. **Obligations of SCHOOL.**

a. General. SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

b. Policies and Procedures. SCHOOL shall provide copies of all policies and procedures AVEANNA and its employees will need to comply with while performing services under this Agreement

3. **Compensation and Billing**

a. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A. Fee Schedule may be revised upon mutual written consent of both parties. SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

b. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated below. If required, FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated below.

Billing Frequency: Weekly Monthly

Final Invoice Due: June 30th

Purchase order required: YES NO

Time Sheets required for documentation: YES NO

Email address for Claims Submission: diana2.flores@cfisd.net

Contact Name: Diana Flores

Phone Number for billing questions: 281-897-6430

c. **Payment Terms.** All payments to be made by SCHOOL to AVEANNA under this Agreement are due Forty-Five (45) days from SCHOOL's receipt of a related invoice. SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source. Payments shall be remitted to the address represented on the invoice.

4. **Term/Termination.**

This Agreement shall be effective **July 1, 2024 through June 30, 2025.** Either party may terminate this Agreement at any time upon Forty-Five (45) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

5. **Miscellaneous.**

a. **Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. **Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 annual aggregate no occurrence.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

- (iv) Each party shall provide written notification to the other party not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$400,000.00 combined single limit.

c. Non-Solicitation of AVEANNA Employees.

- (i) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.
- (ii) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 5.c or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).
- (iii) The parties acknowledge that the restriction contained in this Section 5.c., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.
- (iv) The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

d. Independent Contractor. AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

e. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

f. Confidentiality. AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or

employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

g. Amendment. No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

h. Entire Agreement. This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

i. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the state in which services are provided.

j. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

k. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith, or (iv) to the email address provided; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

l. Waiver. Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

IN WITNESS WHEREOF, the authorized representatives of the parties acknowledge their understanding and agreement to the above by executing this Agreement.

**400 Interstate North Parkway SE,
Suite 1600
Atlanta Georgia 30339
Attn: Contracts Department**

**10300 Jones Road
Houston, Texas, 77065**

**Epic Health Services, Inc.
D/B/A Aveanna Healthcare**

Cypress Fairbanks Independent School District

Signature:

Signature:

Name: James Elkington

Name:

Title: Chief Revenue Cycle Officer

Title:

Date:

Date:

Schedule "A"
Services/Fee Schedule

Billable hours include:

- Hours that Student(s) is in school, including school-related activities such as field trips

- Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the SCHOOL

Personnel	Hourly Rate
Registered Nurse (RN)	\$46.00
Licensed Practical/Vocation Nurse (LPN/ LVN)	\$46.00
Substitute Nursing	\$46.00
Call Center Nurse RN/LPN	\$46.00



CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“AGREEMENT”) is entered into between Texas Woman’s University (“TWU”), a public institution of higher education located in the State of Texas, and **Cypress-Fairbanks Independent School District** (HOST AGENCY”), an entity located in **Texas**, (individually each a “PARTY,” and collectively “PARTIES”).

WHEREAS, TWU offers a comprehensive catalog of academic studies, including baccalaureate, master's and doctoral degrees;

WHEREAS, this AGREEMENT is intended to cover all HOST AGENCY’s Facilities unless otherwise indicated in this Agreement if HOST AGENCY operates at more than one facility, and

WHEREAS, the PARTIES desire to provide TWU’s students (“STUDENT(S)”) with educational opportunities to directly apply knowledge and skills gained in the classroom in a clinical setting, by establishing one or more clinical placement programs at HOST AGENCY (the “PROGRAM”).

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the PARTIES hereinafter set forth, and for other good and valuable consideration, TWU and HOST AGENCY agree as follows:

I. Headings

Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

II. Term and Termination

1. This AGREEMENT is effective upon execution by both PARTIES and will continue for **5** years (“INITIAL TERM”). The INITIAL TERM shall not exceed ten (10) years.

2. Auto Renewal

Check only one box and, if applicable, type in number of automatic renewals.

No.

Yes. This AGREEMENT shall automatically renew [#] times, for one (1) year terms each time; each automatic renewal shall be a “RENEWAL TERM”. The combined INITIAL TERM and RENEWAL TERM(s) of AGREEMENT shall not exceed ten (10) years cumulatively.

3. This AGREEMENT may be terminated at any time and for any reason by either PARTY, with no less than ninety (90) days prior written notice to the other PARTY. Should notice of termination be given under this Section, STUDENT(S) already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled or active clinical assignment at HOST AGENCY.

III. Applicable TWU Academic Units and Notice

1. HOST AGENCY agrees to accept STUDENT(S) from these TWU Academic Units:

Check only one box and if applicable, type in specific Academic Units.

All TWU Academic Units listed in Exhibit A, attached hereto.

These specific TWU Academic Units:

Department of Communication Sciences and Oral Health, Department of Nutrition & Food

Science

2. Any notices required by this AGREEMENT shall be delivered to the following address or addresses via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt:

Notice to TWU shall be given to the applicable TWU Academic Unit(s) identified above in Section III.1, of this AGREEMENT, and addressed to the correlating contact identified in Exhibit A, attached hereto.

Notice to HOST AGENCY:

Name and Title: Kelly Mock, District Coordinator of Speech-Language Pathology
Address: 11440 Matzke Rd
City/State/Zip: Cypress, Texas 77429
Telephone number: 281-897-6477
Email address: kelly.mock@cfisd.net

IV. Mutual Responsibilities

1. The PARTIES share responsibility for creating an appropriate learning environment. Each PARTY shall designate a Representative; each Representative shall be responsible for the implementation of the PROGRAM. Each PARTY may designate multiple Representatives.
2. The PARTIES shall devise methods for the PROGRAM's implementation, mutually agree on the number of STUDENT(S) to participate in the PROGRAM, mutually determine STUDENT(S)' placement dates and times, and shall continually evaluate the effectiveness of the PROGRAM.
3. TWU shall advise STUDENT(S) that as a condition of placement at HOST AGENCY, that HOST AGENCY requires STUDENT(S) to comply with HOST AGENCY's policies and procedures; these may include but are not limited to matters relating to conduct such as dress code, criminal background checks, immunizations, drug tests, safety requirements, and handling of individually identifiable information under HIPAA. HOST AGENCY will provide TWU's applicable Academic Unit(s) with a copy of its relevant policies and procedures in advance of the start of the PROGRAM. It is STUDENT(S)' sole responsibility to personally comply with HOST AGENCY's required placement conditions, including any costs associated with those conditions.

V. Responsibilities of TWU

1. Identify a Representative to facilitate activities and communication between the PARTIES. The Representative shall be responsible for, among other things, coordinating with HOST AGENCY regarding: number of STUDENT(S) to participate in the PROGRAM; dates and hours of assignment(s); and a description of syllabus requirements and other clinical objective expectations (hereafter referred to as "OBJECTIVES"). The format and style of the OBJECTIVES may differ per TWU Academic Unit. TWU shall select STUDENT(S) for the PROGRAM, selecting only those STUDENT(S) with a satisfactory record as determined solely by TWU.
2. Maintain full responsibility and control for the planning and execution of PROGRAM, including developing curriculum, evaluating STUDENT(S), administration, instructor appointments, and other matters which are normally reserved as a university's functions, such as granting degrees and advising.
3. Encourage STUDENT(S) to maintain personal health insurance and inform them that they are responsible for their own health needs, health care costs, and health insurance coverage.
4. Advise STUDENT(S) to promptly notify the PARTIES, as appropriate, of any concerns or problems which arise during the course of the PROGRAM.
5. May require HOST AGENCY to evaluate the performance of STUDENT(S) on a regular basis using evaluation forms which are either supplied by TWU or are acceptable to TWU.
6. TWU warrants and represents that it provides occurrence-based professional liability insurance for STUDENT(S) with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. TWU, as a

public entity entitled to governmental immunity protections under applicable state law, provides occurrence-based general liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by HOST AGENCY, TWU shall provide a certificate of insurance demonstrating coverage for STUDENT(S) in PROGRAM.

VI. Responsibilities of HOST AGENCY

1. Identify a Representative to facilitate activities and communication between the PARTIES. The Representative shall be responsible for, among other things: coordinating with TWU about the number of STUDENT(S) to participate in the PROGRAM; orienting the STUDENT(S) to HOST AGENCY; providing supervision; teaching and conveying subject matter knowledge, value, ethics, and skills relevant to the OBJECTIVES.
2. Permit visits of TWU's employees and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation.
3. Provide STUDENT(S) with: clear professional and behavioral expectations; timely, focused, accurate and constructive feedback; and if also required by TWU, evaluate the performance of STUDENT(S) using evaluation forms which are either supplied by TWU or are acceptable to TWU.
4. Retain full authority and responsibility for all care given at its premises. HOST AGENCY shall maintain a level of care that meets generally accepted standards in HOST AGENCY's industry, along with required certifications, licenses, and accreditations.
5. Notify TWU, within ten (10) business days, of any changes in its personnel, operation, or policies which may affect the PROGRAM.
6. Provide an orientation for the STUDENT(S) and TWU's employees participating in PROGRAM, of the type and scope provided to its employees, with respect to the physical facilities, equipment, policies, and procedures.
7. HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations.
 - a. Only to the extent required by applicable state law, HOST AGENCY will provide any statutorily-required Workers' Compensation and Liability Insurance for STUDENT(S).
8. In the event STUDENT(S) are exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at HOST AGENCY, then HOST AGENCY, upon notice of such incident and at no expense to TWU, will provide emergency medical care immediately following the injury as necessary; initiate the HBV, Hepatitis C (HCV), and/or HIV protocol, as necessary; and initiate HIV counseling and appropriate testing, as necessary, for the STUDENT(S). In the event that HOST AGENCY does not have the resources to provide such care, HOST AGENCY will refer such STUDENT(S) to the nearest medical facility. STUDENT(S) will bear financial responsibility for any charges generated.
9. Upon request from TWU, HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

VII. STUDENT(S) Removal

1. HOST AGENCY may remove STUDENT(S) in PROGRAM, if:
 - a. The achievement, progress, adjustment, or health of the STUDENT(S) does not warrant continuation at HOST AGENCY; or
 - b. The behavior of the STUDENT(S) fails to conform to HOST AGENCY's policies.
2. HOST AGENCY reserves the right to exclude STUDENT(S) from its premises in the event that such STUDENT(S) conduct or state of health is deemed objectionable or detrimental to the proper administration of HOST AGENCY.
3. TWU reserves the right to remove STUDENT(S) from PROGRAM at any time. Factors TWU may consider, include but are not limited to, STUDENT(S)': progress, adjustment, conduct, and information obtained from HOST AGENCY. TWU will notify HOST AGENCY if such action is taken.

VIII. FERPA

Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), to the extent that HOST AGENCY receives, generates, or maintains educational records under this AGREEMENT, TWU hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of STUDENT(S) in PROGRAM. This designation is made to the extent that access to the educational records are required by HOST AGENCY to carry out PROGRAM. The HOST AGENCY agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

IX. Non-Discrimination

The PARTIES agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity, and affirmative action.

X. Severability

If any part, term or provision of this AGREEMENT is held to be illegal, in conflict with any applicable law or is otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the PARTIES shall be construed and enforced as if the AGREEMENT did not contain the particular part, term or provisions held to be illegal, in conflict with any applicable law, or invalid.

XI. Assignment

Neither PARTY may assign this AGREEMENT, in whole or in part, without the prior written consent of the other PARTY.

XII. No Third Party Beneficiaries

This Agreement is for the sole benefit of the PARTIES hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this AGREEMENT.

XIII. Employment Disclaimer

STUDENT(S) will not be considered employees or agents of HOST AGENCY or TWU for any purpose. STUDENT(S) will not be entitled to receive any compensation from HOST AGENCY or TWU. STUDENT(S) will not be entitled to any benefits of employment from HOST AGENCY or TWU, including, but not limited to, vacation, sick time, or any other benefit of employment, direct or indirect, unless otherwise required by applicable law. No payments shall be made between the PARTIES or between a PARTY and STUDENT(S).

XIV. Relationship between PARTIES

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the PARTIES, and neither PARTY shall have the right or authority or shall hold itself out to have the right or authority to bind the other PARTY, nor shall either PARTY be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

XV. Sovereign Immunity

The PARTIES expressly agree that nothing in this AGREEMENT, nor any other conduct, action or inaction of any representative of TWU relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled, as an agency of the State of Texas. TWU enters this AGREEMENT only to the extent authorized by applicable law. Any provision of this AGREEMENT that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state's Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by HOST AGENCY or any third party, even if TWU has been advised of the possibility of such damages.

XVI. Governing Law

This AGREEMENT and all of the rights and obligations of the PARTIES thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

XVII. Force Majeure

Any delay or failure in the performance by either PARTY under the AGREEMENT shall be excused if and to the extent caused by the occurrence of a Force Majeure, to the extent that performance of that PARTY's respective obligations are prevented or made illegal or impracticable. For purposes of the Agreement, Force Majeure means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the PARTY claiming Force Majeure, including without limitation, acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, governmental acts, injunctions, labor strikes, pandemics and epidemics that prevent the PARTY from performing, and other like events that are beyond the reasonable anticipation and control of the PARTY affected thereby, despite such PARTY's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a PARTY's failure to perform its obligations under this AGREEMENT.

XVIII. Texas Government Code Provisions

1. Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this AGREEMENT will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
2. Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, HOST AGENCY and Texas Woman's University represent and warrant that they are not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.

XIX. Intellectual Property

Each PARTY acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that PARTY (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that PARTY. Neither PARTY may use the Marks of the other without the advance written consent of that PARTY, except that each PARTY may use the name of the other PARTY in factual statements that, in context, are not misleading.

XX. Indemnification

Unless otherwise prohibited by the Constitution and the laws of the State of Texas (in which case neither party assumes any costs, expenses or liabilities of the other party nor waives any defenses available to it), and without waving any defenses or immunities to which TWU is entitled, each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to responsibility for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party.

XXI. Representation of Authority

Each representative executing below, warrants and represents that such representative has full authority to act for, bind, and execute this Agreement on behalf of their PARTY.

XXII. Entire Agreement

Exhibit A, attached hereto, is incorporated herein and made a part of this AGREEMENT as if set forth in full. This is the entire AGREEMENT of the PARTIES as it relates to the subject matter hereof and each of its provisions shall be binding upon the PARTIES and may not be waived, modified, amended or altered except in writing signed by the PARTIES. This AGREEMENT does not supersede, modify, or terminate any Clinical Affiliation and Sponsorship Agreement, between the PARTIES hereto. This AGREEMENT does supersede all other prior agreements between the PARTIES hereto, with respect to the subject matter hereof; all other such prior agreements are hereby terminated and deemed of no further force or effect.

IN WITNESS HEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives to be effective as of the day and year below written.

TEXAS WOMAN’S UNIVERSITY:

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT:

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

TWU APPROVED AS TO LEGAL FORM:

EXHIBIT A

ACADEMIC UNITS: NOTICE AND CONTACT INFORMATION

Department of Communication Sciences & Oral Health:

Texas Woman's University
Department of Communication Sciences & Oral Health
Attn: Coordinator, Field Experience & Assessment
1314 Bell Ave. #820
Denton, TX 76204
Telephone/Text/Fax 940-898-2023 E-mail coms@twu.edu

Department of Nutrition & Food Science – Denton Campus:

Texas Woman's University
Department of Nutrition and Food Sciences
Attn: Internship Director
1000 Old Main Circle, SRC 204
Denton, TX 76204
Telephone/Text/Fax 940-898-2636 E-mail nutrfdsci@twu.edu

Department of Nutrition & Food Science – Houston Campus:

Texas Woman's University
Department of Nutrition and Food Sciences
Attn: Internship Director
6700 Fannin St
Houston, TX 77030
Telephone/Text/Fax 713.794.2344 E-mail nfs_houston@twu.edu



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AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its Kasiska Division of Health Sciences Program, located at 921 S. 8th Ave., Pocatello, ID 83201-8410 (the "Program") and **Cypress Fairbanks Independent School District** located at 11440 Matzke Road Cypress, Texas 77429 (the "Facility") (each individually, a "Party," and collectively, the "Parties"), takes effect on Upon Execution ("Effective Date").

Background

Program is a higher education institution having enrolled students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").

The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

Agreement

1. Mutual Responsibilities and Coordination.

- 1.1. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to a Student's Experience.
- 1.2. Non-discrimination. The parties agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, sexual orientation, gender identity, color, national origin, religion, age, mental or physical disability, veteran status, or any other protected class under applicable law.
- 1.3. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Experience's schedule, content, objectives and goals.

2. Definitions.

- 2.1. "*ACCE*" means Program's academic coordinator of clinical education

3. Program Responsibilities.

- 3.1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and



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schedule of:

- 3.1.1. The Program's curriculum generally; and
- 3.1.2. Each Experience in particular;

3.2. Ensure that each Student appropriately is assigned to the Experience, including:

- 3.2.1. Evaluating the Student's competence and knowledge before the Experience begins;
- 3.2.2. Assessing Student's health before Experience begins; and
- 3.2.3. Requiring the Student to carry appropriate general and professional liability insurance;

3.3. Ensure that the Student is knowledgeable concerning and has prepared for:

- 3.3.1. Transportation needed to fulfill responsibilities at the Facility;
- 3.3.2. Room and board concurrently with the Experience; and
- 3.3.3. Scheduling arrival at and departure from the Facility;

3.4. Ensure Students are made aware of and are directed to comply with Facility's applicable rules, regulations, policies, procedures, and requirements during their Experiences;

3.5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;

3.6. Facilitate communication between the Parties, including:

- 3.6.1. Appointing a member of Program's faculty to serve as ACCE;
- 3.6.2. Notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
- 3.6.3. Notifying the Facility annually of each then-current academic year's clinical education schedule;
- 3.6.4. Notifying the Facility of each specific Student



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assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections IV.B and IV.C; and

3.6.5. Describing to the Facility specific Student outcome objectives for each assigned Student's Experience;

3.7. Direct Students to comply with and participate in all of Facility's required trainings and orientations regarding Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and

3.8. Ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a copy of a Confidentiality Understanding (attached and incorporated into this Agreement as **A**).

3.9. Require each Student to submit to a criminal history background check as deemed necessary by the Facility.

4. **Facility Responsibilities** Attachment.

4.1. Accept a mutually agreed upon number of Students which the Program has selected for an Experience period;

4.2. Provide any applicable annually updated information that is necessary to complete Program's Clinical Education Center Information form;

4.3. Notify the Program - no later than fifteen working days before a clinical assignment - of any change in Facility's ability to accept the Student;

4.4. Provide the Student a clinical schedule averaging forty (40) hours per week;

4.5. Complete and return each Student evaluation according to the Program's guidelines and schedule;

4.6. Recognize the right of Student's to work and learn in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the Facility.

4.7. Inform and train the Student regarding Facility's applicable rules, regulations, policies, procedures, and schedules;

4.8. Facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of the member's identity;

4.9. Certify it is either a hospital as defined by the Idaho No Public Funds for Abortion Act or is otherwise not an abortion provider and disclose if it or an affiliate is or becomes an abortion



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provider per Idaho Code § 18-8701 et seq.

5. Student Experience Characteristics.

5.1. No Employment relationship to Either Party.

5.1.1. *In General.* Facility's rules and regulations apply to each Student which Program assigns to an Experience.

5.1.2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including, but not limited to, liability, but instead is a Student engaged in educational Experiences as a part of the Program's curriculum.

5.2. Short-Notice Assignment. In an emergency circumstance, Program has a right to assign a Student to an Experience upon less than ten days' notice to Facility. The Facility reserves a right to accept or reject that assignment.

5.3. Short-Notice Cancellation. Program retains a right to cancel a Student's Experience assignment for academic or other good cause upon less than ten days' notice to Facility, with no duty to designate another Student as a replacement.

5.4. Assignment Refusal. Facility retains a right for good cause to refuse any clinical assignment upon less than fifteen working days' notice. However, the Facility in its sole discretion may immediately refuse to allow a Student to be assigned to the Facility based upon the results of the Student's criminal history background check.

5.5. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons:

5.5.1. The Student's unprofessional or unethical behavior;

5.5.2. The Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;

5.5.3. The Student's failure to meet Program's prerequisite academic requirements; or



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5.5.4. Any good cause, including but not limited to, any medical emergency.

6. Effective Duration.

6.1. Term. The Agreement’s term begins on Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.

6.2. Termination. Each Party has a right at any time to terminate the Agreement upon no later than sixty (60) days’ advance written notice to the other Party.

6.3. In the event of termination of this Agreement by either party, Students currently assigned to clinical experiences at Facility at the time of notice of termination will be given the opportunity to complete their Experience at Facility, unless withdrawn as set forth in Student Experience Characteristics Withdrawal Section above.

7. Liability.

7.1. Program Commitment.

7.1.1. *Insurance.* Program at its own expense shall provide adequate liability insurance and/or self-funded coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an occurrence-based form. Program, at Facility’s request, will deliver a certificate of financial responsibility to Facility.

7.1.2. *Program Responsibility:*

7.1.2.1. To the extent permitted by applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), Program will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Program shall not be responsible for the acts or omissions of Facility its officers, employees, or agents.

7.1.2.2. Any claim which involves a Student shall be the responsibility of the Student insurance carrier.

7.2. Facility Commitment.



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7.2.1. *Insurance.* Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Facility, at Program's request, will deliver a certificate of insurance to Program.

7.2.2. *Facility Responsibility.*

7.2.2.1. To the extent permitted by Texas law, the Facility will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Facility shall not be responsible for the acts or omissions of Program.

7.3. Student Insurance.

7.3.1. *Student Requirement.* Student is required to have general and professional liability insurance with limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

7.3.2. *Program Duty.* The Program ensures that the VI.C.1 general and professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, will deliver a certificate of insurance to the Facility.

8. **Immunities.** The Parties agree Program shall retain all of its governmental immunities and protections under applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), which shall apply to the terms of this Agreement and any claims brought against Program. If Facility is a governmental entity, Facility shall also retain all of its governmental immunities and protections under Texas law.

9. **Confidentiality.** The Facility agrees to treat Student records as confidential and shall not disclose any Student records to a third-party without the prior express written consent of Student, unless such disclosure is otherwise required or permitted by applicable law.

9.1. The University shall require the students to comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and require the students to take all measures necessary to ensure the confidentiality of any and all information in their possession regarding District students pursuant to this Agreement.

10. **Amendment.** Any change to this arrangement requires a written amendment executed by both



2024-01380-AFF

Parties.

11. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

Program Notification Address:	Facility Notification Address:
Idaho State University	Kelly Mock
General Counsel	Coordinator of Speech Language Pathology
921 S. 8 th Ave., Stop 8410	11440 Matzke Road
Pocatello, ID 83209-8410	Cypress, Texas 77429

12. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below. Signature Page to follow.



**Idaho State
University**

2024-01380-AFF

IDAHO STATE UNIVERSITY

Cypress Fairbanks Independent School District

ISU APPROVED SIGNATORY

SECOND PARTY SIGNATORY

DATE

DATE

TITLE

Idaho State University

Coordinator of Speech Language Pathology

TITLE

Second Party

Agreement invalid unless signed by all required parties



2024-01380-AFF

ATTACHMENT A

Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between Cypress Fairbanks Independent School District ("Facility") and **Idaho State University**, on behalf of its Kasiska Division of Health Sciences Program ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility may immediately remove the Student and terminate the Student's clinical education if Facility considers the Student to be a danger to any patient, if the Student breaches patient confidentiality, if the Student disrupt the Facility's operation, or if the Student fails to comply with any request by Facility including its supervisory staff.

I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.

DocuSigned by:

 7/29/2024

Student's Signature Date

Selina Gutierrez

Student's Name (Print)

ISU's Program Witness (Signature) Date

ISU's Program Witness Name and Title (Print)

The University of Houston and the Cypress-Fairbanks Independent School District

INTERLOCAL COOPERATION CONTRACT REGARDING THE OPERATION AND MAINTENANCE OF RESEARCH INSTRUMENTATION

This Interlocal Cooperation Contract regarding the operation and maintenance of research instrumentation (“Contract”) is entered into by and between the University of Houston, an institution of higher education and agency of the State of Texas (“UH”), and Cypress-Fairbanks Independent School District, a public school district in the State of Texas (“CFISD” or “District”), as shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of “The Interagency Cooperation Act,” Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Agency: Cypress-Fairbanks Independent School District (“CFISD”)

Agency: University of Houston (“UH”)

II. OBJECTIVE:

This effort is a continuation of a 2013 NSF Major Research Instrumentation Grant, Acquisition of GPS Equipment for Establishing a Continuously Operating Dense GPS Network in the Houston Metropolitan Area for Urban Natural Hazards Study (HoustonNET) (NSF EAR-1229278. PI: Guoquan Wang, Co-PIs: Ramesh Shrestha, Thomas Hsu, Shuhab Khan, Barry Lefer). The University of Houston and CFISD hereby agree to cooperate and provide the services outlined in this Contract and as described in “Addendum 1: Operation and Maintenance of Research Instrumentation,” which is attached and incorporated into the Contract.

III. STATEMENT OF SERVICES TO BE PERFORMED:

1) CFISD agrees to:

- a) CFISD will maintain a clear roof and appropriate facility areas for the four GPS antennas. Both Parties agree that the maintenance and operation of the antennas shall not damage any CFISD facility or property and shall not pose a safety or security risk to any individual, the determination of which shall be made by CFISD at its sole discretion.
- b) CFISD will provide on-site AC power sufficient to power the GPS antennas for their intended purpose, and CFISD will determine at its sole discretion that the District has the ability and is willing to maintain the AC power.
- c) CFISD will provide internet access sufficient for UH to make the intended use of the GPS antennas, and CFISD’s determination is at its sole discretion that the District has the ability and is willing to maintain internet access.

2) UH agrees to the following obligations and covenants:

- a) UH will operate and maintain the four GPS antennas and any related equipment.
- b) UH shall be responsible for paying any costs incurred by either Party during the operation, maintenance, and removal of the four GPS antennas and related equipment, including, without

limitation, paying to repair any damages to the antennas and related equipment and any damages to any CFISD property or facility.

- c) UH shall remove the four GPS antennas and any related equipment and restore the subject sites to their original condition upon expiration or termination of this Contract.
- d) UH shall provide all data derived from the GPS station to CFISD at no cost in a format usable by the District for use by the District's administration, faculty, and students.
- e) At the request of CFISD, the UH shall provide reasonable assistance to CFISD in developing and administering educational programs related to GPS data for the district's administration, faculty, and students.

IV. TERM OF CONTRACT

This Agreement will be effective upon execution by both parties and shall remain in effect for five (5) years. The period of its validity may be extended by written agreement of both parties. Either party may terminate the Contract upon thirty (30) days written notice. All terms and conditions set forth herein shall apply to the initial term and all renewals.

CFISD is further entitled to terminate this Contract immediately if the District, in its sole discretion, determines that (i) the continued installation, operation and/or maintenance of any of the four (4) subject GPS antennas and/or related equipment, as described in Addendum 1, poses a safety, security or property damage risk or (ii) the continuation of the Contract would cause any violations of Section 22.0834 of the Texas Education Code or any related provisions.

V. TERMS AND CONDITIONS

1. The undersigned officer and/or agents of the parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
2. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute the same instrument.
3. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.
4. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
5. This Agreement may only be modified in writing and executed by both parties.
6. This Agreement shall be binding upon the parties, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the other party's written consent.
7. It is expressly understood and agreed that, in executing this Agreement, neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available by Texas law to it against claims arising in exercising governmental powers and functions. By entering into this

Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not make any rights in parties not signatories hereto.

[The remainder of this page has been intentionally left blank. Signature page to follow.]

The undersigned parties bind themselves to the faithful performance of this contract.

UNIVERSITY OF HOUSTON

**CYPRESS-FAIRBANKS INDEPENDENT
SCHOOL DISTRICT**

Signature

Signature

Shannon Gary

Signatory Name

Signatory Name

Director, Research Administration Services

Signatory Title

Signatory Title

Date

Date

Addendum 1
Operation and Maintenance of Research Instrumentation

This addendum is regarding the University of Houston's (UH) operation and maintenance of research instrumentation installed by the UH at the following four Cypress-Fairbanks ISD (CFISD) campus locations:

U of H School Code	Campus Name	District
J5CL	Jersey Village High School	Cypress-Fairbanks ISD
CPFL	Cypress Falls High School	Cypress-Fairbanks ISD
CPKR	Kirk Elementary School	Cypress-Fairbanks ISD
CPAL	Ault Elementary School	Cypress-Fairbanks ISD

I. Objective

Installation was completed in 2014. The purpose of the installed equipment is to allow researchers at UH to gather data that will reveal various natural hazards, including ground substances associated with active faulting, hurricanes, flooding, oil, gas, and water extraction. In cooperation with U of H, CFISD uses the antennas installed on CFISD's premises to provide teachers and students access to regional scientific data to promote student achievement in the field of science. The governing bodies of the Parties mutually agree as follows:

II. Statement of Obligations:

1. CFISD agrees to the following obligations and covenants:
 - a. CFISD will maintain a clear roof and appropriate facility areas for the four GPS antennas. Both Parties agree that the maintenance and operation of the antennas shall not damage any CFISD facility or property and shall not pose a safety or security risk to any individual, the determination of which shall be made by CFISD at its sole discretion.
 - b. CFISD will provide on-site AC power sufficient to power the GPS antennas for their intended purpose, and CFISD will determine at its sole discretion that the District has the ability and is willing to maintain the AC power.
 - c. CFISD will provide internet access sufficient for U of H to make the intended use of the GPS antennas. CFISD's determination is at its sole discretion that the District has the ability and is willing to maintain the internet access.

2. U of H agrees to the following obligations and covenants:
 - a. U of H will operate and maintain the four GPS antennas and any related UH equipment.
 - b. U of H shall be responsible for paying any costs incurred by either Party during the operation, maintenance, and removal of the four GPS antennas or UH-related equipment, including, without limitation, paying to repair any damages to the antennas or any UH-related equipment or any damages to any CFISD property or facility caused by the antennas or related UH equipment.
 - c. U of H shall remove the four GPS antennas and any related equipment UH

installed and restore the subject sites to their original condition upon expiration or termination of this Contract.

d. U of H shall provide all data derived from the GPS station to CFISD at no cost in a format usable by the District for use by the District's administration, faculty, and students.

e. At the request of CFISD, the U of H shall provide reasonable assistance to CFISD in developing and administering educational programs related to GPS data for the district's administration, faculty, and students.



OFFICE OF THE COUNTY ENGINEER
DR. MILTON RAHMAN, P.E., PMP, CFM, ENV SP
REAL PROPERTY DIVISION

VIA CERTIFIED MAIL NO. 9589071052700853052420
RETURN RECEIPT REQUESTED

August 5, 2024

Cypress Fairbanks Independent School District
PO Box 692003
Houston TX 77269

Re: **Offer to Purchase**

Project: Sidewalk - N. Eldridge Pkwy – 2022, Tract No.: 1
0.0374 acre Road Easement, being a strip of land or 1,631 square foot tract out of 86.78
Acres

Dear Cypress Fairbanks Independent School District:

Harris County is in the process of securing property required for development of the referenced project. The acquisition of an 0.0374 acre easement across 86.78 acres of your property, as described in the enclosed property description, is needed for this project. Your rights as a Texas property owner are explained in the enclosed State of Texas Landowner's Bill of Rights.

At the time Harris County makes an offer to purchase property, it is required by Section 21.0111 of the Texas Property Code to disclose to the property owner any and all appraisal reports produced or acquired by Harris County relating specifically to the owner's property and prepared in the 10 years preceding the date of the offer.

A property owner is likewise required to disclose to Harris County, the entity seeking to acquire property, any and all current and existing appraisal reports produced or acquired by the property owner relating specifically to the owner's property and used in determining the owner's opinion of value. Such disclosure shall take place no later than the earlier of the 10th day after the date of receipt of an appraisal report or the 3rd business day before the date of a special commissioners hearing if an appraisal report is to be used at the hearing.

An appraisal of your property has been prepared by an independent State Certified Real Estate Appraiser to determine its fair market value. Just compensation, relative to the above referenced acquisition, has been established as \$43,730.00. Just compensation includes the valuation of the land, affected improvements, and damages to the remainder property as a result of the acquisition.

The Real Property Division is authorized to offer you \$43,730.00 which represents \$32,620.00 as compensation for the land to be acquired, \$11,00.00 as compensation for affected improvements, \$110.00 as compensation for the cost to cure and \$0.00 as compensation for damages to the remainder. Should you decide to retain title to or remove any improvements within the acquisition area, the offer stated above will be reduced accordingly. Compensation for improvements also includes the cost to relocate or replace any affected improvements, which will be the responsibility of the property owner.

As stated above, Harris County has obtained an appraisal of your property. If you wish to accept the offer based on this appraisal, please contact me. If you are not willing to accept this offer, you may submit a written counteroffer detailing the requested amount and basis for such amount. You will have 30 days from the date of receipt of this offer before a 2nd and final offer is sent.

You may be entitled to additional benefits under Harris County's relocation program if you are being displaced due to the acquisition. It is emphasized, however, that any relocation benefits to which you may be entitled will be handled separate and apart from this transaction.

You have the right to discuss any offer or agreement regarding Harris County's acquisition of the property with others or keep the offer or agreement confidential, unless the offer or agreement is subject to Chapter 552, Government Code.

You are entitled to repurchase the subject property if the proposed public use is canceled, or no actual progress is made toward the public use between the date of the County's acquisition and the 10th anniversary of that date. Your right to repurchase is explained in the attached Property Code Section 21.101.

Please be advised, if your property is encumbered by any liens, then the sale of your property to Harris County will require lender notification and approval.

Please contact me at 713-274-3725 if you have any questions. If you do not receive copies of all the attachments listed below, please contact me immediately. I've enclosed my business card for your convenience. Your cooperation is greatly appreciated.

Sincerely,

Kristin Williams
Right of Way Agent

Enclosures: Property Description/Survey
 Landowner's Bill of Rights
 Appraisal Report dated May 24, 2024
 § 21.101 Right to Repurchase

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

EASEMENT

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

THAT, **Cypress Fairbanks Independent School District**, a political subdivision of the State of Texas, of the County of Harris, State of Texas (hereinafter “**Grantor**”, whether one or more), for and in consideration of the sum of **FORTY THREE THOUSAND SEVEN HUNDRED AND THIRTY AND NO/100 DOLLARS (\$43,730.00)** to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, does by these presents GRANT, SELL and CONVEY unto the **County of Harris, a body corporate and politic under the laws of the State of Texas** (hereinafter “**Grantee**” or “**County**”), an exclusive easement for road, road drainage, and other related purposes in, along, upon, and across the following described property in the County of Harris, State of Texas, being more particularly described as follows, to wit:

0.0374 acre of land, being a strip of land or 1,631 square foot tract out of 86.78 Acres, being more particularly described in Exhibit "A" attached hereto and made a part hereof for descriptive purposes (the “land”), out of Reserve “B”, Block Two (2), of Cy-Fair High School #7, an addition in Harris County, Texas, according to the map or plat recorded in Film Code Number 494076, Map Records of Harris County, Texas.

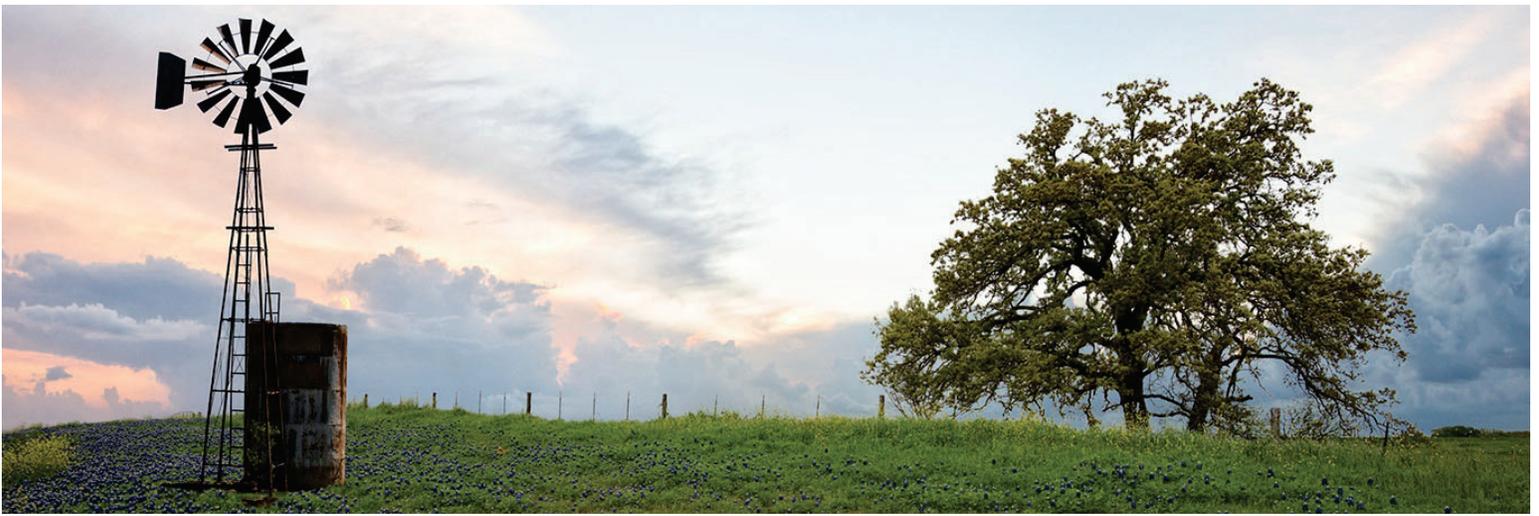
The easement hereby granted shall be for the purpose of roads, road drainage, and such other purposes as Grantee shall lawfully be authorized to perform or engage in, and shall include, by way of description only and not by way of limitation, the right: 1) to construct, operate, and maintain roads and related appurtenances on, over, below, along, and across the Easement Area;

2) to clear, cut, fell, remove, and dispose of any and all timber, trees, underbrush, vegetation, buildings, improvements and/or other obstructions (whether manmade or natural) therefrom; 3) to excavate, dig, and remove any of the land constituting the Easement Area and to dispose of or use, on or off the Easement Area, the dirt, soil, shell, stone, gravel, sand or other overburden, trees, grass, shrubbery, vegetation, and any other material from the Easement Area as Grantee in its sole discretion shall determine without additional compensation being paid to Grantor; 4) to place on the Easement Area dirt, soil, riprap, dredge, or spoil material; 5) to install and maintain upon the Easement Area all manner of roads, crossings, bridges, culverts, sidewalks, landscaping, plants, ground cover, terraces, and other forms of soil stabilization and erosion abatement, lighting, traffic control signals, and signs (whether permanent or temporary), and to remove the same; 6) to install and maintain upon the Easement Area various forms of surfacing materials, including concrete, asphalt, planks, bricks, cinders, rubberized compounds, gravel, and other surfacing materials; and 7) to bring and keep upon the Easement Area all machinery, equipment, building materials, and personnel reasonably necessary to efficiently prosecute such work.

All matters concerning or relating to the design, operation, maintenance, configuration and the construction of any improvement or related facility permitted under the terms of this easement shall be at the sole discretion of the Grantee.

This conveyance is subject to all easements, restrictions, and reservations of record in the County Clerk's Official Public Records of Real Property of Harris County, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto belonging, including all necessary rights of ingress, egress and regress, over, along and across the Easement Area, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.



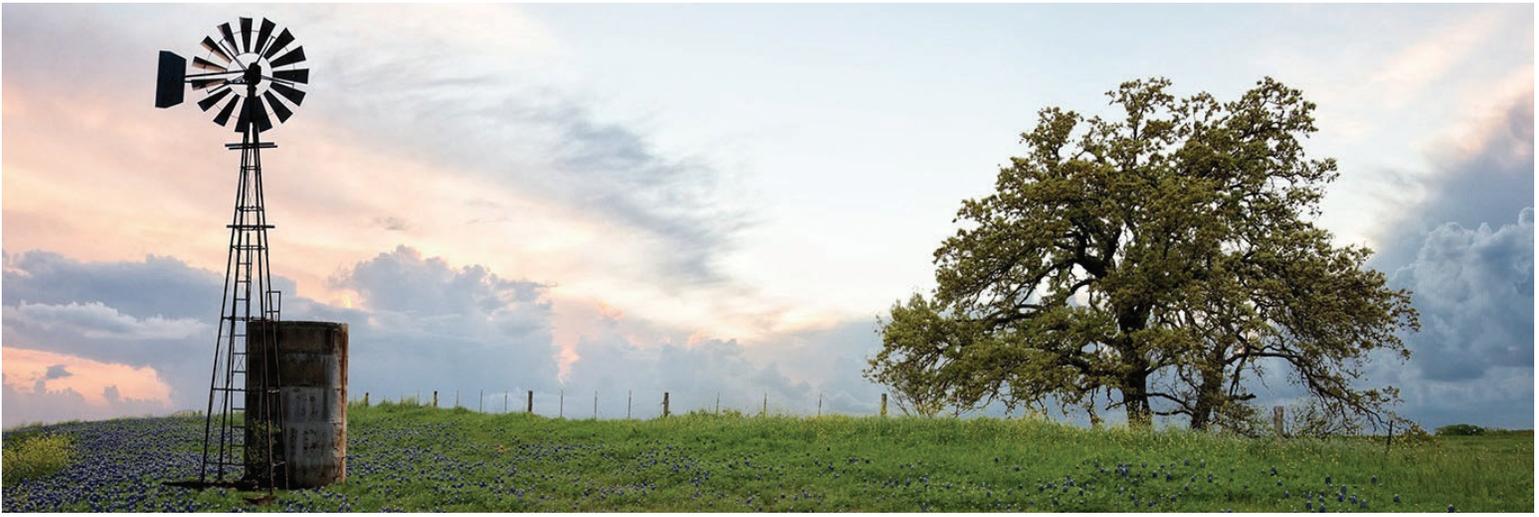
THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.





EL ESTADO DE TEXAS

DECLARACIÓN DE DERECHOS DEL PROPIETARIO

Esta Declaración de Derechos del Propietario aplica a cualquier intento de expropiación de su propiedad. El contenido de esta Declaración de Derechos está establecido por la Legislatura de Texas en la sección 402.031 del Código de Gobierno de Texas y el capítulo 21 del Código de Propiedad de Texas. Cualquier entidad que ejerza la autoridad de dominio eminente debe proporcionarle una copia de esta Declaración de Derechos.

1. Tiene derecho a recibir una compensación adecuada en caso de que su propiedad sea expropiada.
2. Su propiedad puede ser expropiada únicamente para uso público.
3. Su propiedad solo puede ser expropiada por una entidad gubernamental o entidad privada autorizada por ley para hacerlo.
4. La entidad que quiera adquirir su propiedad debe notificarle que tiene la intención de expropiar su propiedad.
5. La entidad que propone adquirir su propiedad debe proporcionarle un avalúo por escrito realizado por un valuador certificado en el que se detalle la compensación adecuada que debe recibir a cambio de su propiedad.
6. Si cree que un agente registrado de servidumbre o derecho de paso que actúa en nombre de la entidad que desea adquirir su propiedad ha incurrido en una mala conducta, puede presentar una queja por escrito ante la Comisión de Bienes Raíces de Texas (TREC, por sus siglas en inglés) en la sección 1101.205 del Código de Ocupaciones de Texas. La queja debe estar firmada y puede incluir cualquier evidencia de respaldo.
7. La entidad expropiatoria debe hacer una oferta de legítima para comprar la propiedad antes de presentar una demanda para expropiar la propiedad, lo que significa que la entidad expropiatoria debe hacer una oferta de buena fe que cumpla con el capítulo 21 del Código de Propiedad de Texas.
8. Puede contratar a un valuador u otro profesional para determinar el valor de su propiedad o para que lo ayude en cualquier proceso de expropiación.
9. Puede contratar a un abogado para que negocie con la entidad de expropiación y lo represente durante cualquier procedimiento legal referente a la expropiación.
10. Antes de que su propiedad sea expropiada, tiene derecho a una audiencia ante un panel de tres comisionados especiales designados por el tribunal. Los comisionados especiales deben determinar el importe de la indemnización que la entidad expropiatoria debe pagarle a cambio de su propiedad. Los comisionados también deben determinar qué compensación, si la hay, tiene derecho a recibir por cualquier reducción en el valor de su propiedad restante.
11. Si no está satisfecho con la indemnización concedida por los comisionados especiales, o si duda si la expropiación de su propiedad fue adecuada, tiene derecho a un juicio ante un juez o jurado. También puede apelar la sentencia del tribunal de primera instancia si no está satisfecho con el resultado.



PREPARADO POR LA OFICINA DEL FISCAL GENERAL DE TEXAS • ENERO 2022



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

PROCEDIMIENTO DE EXPROPIACIÓN

El dominio eminente es la facultad legal que ciertas entidades gubernamentales y privadas tienen para expropiar propiedad privada para uso público a cambio de una compensación adecuada. Únicamente las entidades autorizadas por la ley pueden expropiar la propiedad privada. La propiedad privada puede incluir terrenos y ciertas mejoras que se encuentran en esa propiedad.

¿A QUIÉN PUEDO CONTRATAR PARA QUE ME AYUDE?

Puede contratar a un valuador o profesional de bienes raíces para que lo ayude a determinar el valor de su propiedad, así como a un abogado para negociar con la entidad de expropiación o para que lo represente durante los procedimientos de expropiación.

¿QUÉ CALIFICA COMO UN USO O PROPÓSITO PÚBLICO?

Su propiedad puede ser expropiada únicamente para un propósito o uso que sirva al público en general. Esto puede incluir la construcción o ampliación de carreteras, servicios públicos, parques, universidades y demás infraestructura que sirva al público. La ley de Texas no permite que las autoridades expropiatorias ejerzan el dominio eminente para recaudaciones fiscales o el desarrollo económico.

¿QUÉ ES UNA COMPENSACIÓN ADECUADA?

Por lo general, una compensación adecuada se refiere al valor de mercado de la propiedad que se busca expropiar. También podría incluir cierta indemnización en caso de que el valor de mercado restante de su propiedad se ve disminuido por la expropiación o el propósito público por el cual está siendo expropiada.

ADEMÁS DE UNA COMPENSACIÓN ADECUADA, ¿QUÉ OTRO TIPO DE COMPENSACIÓN PODRÍAN OTORGARME?

Si lo desplazan de su residencia o lugar de trabajo, es posible que tenga derecho al reembolso de los gastos razonables incurridos por mudarse a un nuevo sitio. Sin embargo, los costos de reembolso podrían no estar disponibles en caso de que esos gastos sean recuperables bajo otra ley. Además, los costos de reembolso están limitados al valor de mercado de la propiedad.

¿QUÉ DEBE HACER UN EXPROPIADOR ANTES DE EXPROPIAR MI PROPIEDAD?

◆ Proporcionarle una copia de esta Declaración de Derechos del Propietario antes o al mismo tiempo en que la entidad declara por primera vez que posee la facultad de dominio eminente. También se requiere enviar esta Declaración de Derechos del Propietario a la última dirección de la persona que figura como propietario de la propiedad en el registro fiscal más reciente al menos siete días antes de hacer su oferta final para adquirir la propiedad.

- En caso de que el expropiador busque expropiar una servidumbre de paso para una tubería o línea de transmisión eléctrica y se trate de una entidad privada,

el expropiador también debe proporcionarle una copia del anexo de la Declaración de Derechos del Propietario.

- El anexo describe los términos estándares requeridos en el instrumento que transfiere los derechos de propiedad (como una escritura que transfiere el título o una servidumbre que detalla los derechos de servidumbre) y qué términos puede negociar.
- ◆ Hacer una oferta de buena fe para comprar la propiedad. Este proceso se describe más detalladamente en el capítulo 21 del Código de Propiedad de Texas. Una “oferta de buena fe” implica tanto una oferta inicial por escrito como una oferta final por escrito.
 - La oferta por escrito inicial debe incluir:
 - » una copia de la Declaración de Derechos del Propietario y sus anexos (si aplica);
 - » ya sea una declaración en letra grande y en negritas que indique si la compensación ofrecida incluye indemnización por daños a la parte restante de su propiedad restante o una valuación formal de la propiedad que identifique cualquier daño a la propiedad restante (si la hay);
 - » el instrumento de transmisión (como una servidumbre o escritura); y
 - » el nombre y número telefónico de un empleado, afiliado o representante legal de la entidad expropiadora.
 - La oferta final por escrito debe realizarse por lo menos 30 días después de la oferta inicial por escrito, y debe incluir, en caso de que no se haya proporcionado antes:
 - » compensación igual o mayor a la cantidad mencionada en la valuación certificada y por escrito que se le haya proporcionado;
 - » copias del instrumento de transmisión; y
 - » la Declaración de Derechos del Propietario.
 - ◆ Dar a conocer todos los informes de valuación. Al realizar la oferta inicial, la entidad expropiadora debe compartir los informes de valuación relacionados con la propiedad de los últimos 10 años. Tiene el derecho a discutir la oferta con otros, así como de aceptar o rechazar la oferta realizada por la entidad expropiadora.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

¿QUÉ PASA SI NO ACEPTO LA OFERTA DE LA AUTORIDAD EXPROPIADORA?

La autoridad expropiadora debe darle al menos 14 días para considerar la oferta final antes de presentar una demanda para expropiar su propiedad, la cual comienza el proceso legal de expropiación.

¿CÓMO COMIENZA EL PROCESO LEGAL DE EXPROPIACIÓN?

El expropiador puede iniciar el proceso legal de expropiación presentando una demanda para adquirir su propiedad en el tribunal correspondiente del condado donde se encuentra la propiedad. Al presentar la solicitud, la autoridad expropiadora

debe enviarle una copia de la solicitud por correo certificado, con acuse de recibo, y correo de primera clase. También debe enviar una copia al abogado que esté representándolo, en caso de contar con uno.

¿QUÉ DEBE INCLUIR EL EXPROPIADOR EN LA DEMANDA PRESENTADA ANTE AL TRIBUNAL?

La demanda debe describir la propiedad que se expropia y expresar lo siguiente: el uso público; su nombre; que usted y la entidad expropiatoria no pudieron ponerse de acuerdo sobre el valor de la propiedad; que la entidad expropiatoria le entregó la Declaración de Derechos del Propietario; y que la entidad expropiatoria hizo una oferta de buena fe para comprarle voluntariamente la propiedad.

AUDIENCIA Y FALLO DE LOS COMISIONADOS ESPECIALES

A más tardar 30 días después de que la entidad expropiatoria presente una demanda de expropiación ante el tribunal, el juez designará a tres propietarios locales para que actúen como comisionados especiales, así como a dos suplentes. El juez entregará de inmediato al expropiador una orden firmada donde se nombre a los comisionados especiales y, por su parte, el expropiador debe entregarle a usted, a su abogado y a las demás partes una copia de la orden por correo certificado, con acuse de recibo. Posteriormente, los comisionados especiales programarán una audiencia de expropiación en la fecha más cercana y el lugar más práctico, y le darán un aviso por escrito sobre la audiencia.



¿QUÉ HACEN LOS COMISIONADOS ESPECIALES?

El trabajo de los comisionados especiales es decidir cuál es la cantidad de dinero adecuada para compensarlo por su propiedad. Los comisionados especiales llevarán a cabo una audiencia en la que usted y otras partes interesadas podrán presentar pruebas. A continuación, los comisionados especiales determinarán la cantidad de dinero que resulte una compensación adecuada y presentarán su decisión por escrito (conocida como "Laudo") en el tribunal con notificación a todas las partes. Una vez presentado el Laudo, la entidad expropiatoria podrá tomar posesión y comenzar a utilizar el bien objeto de la expropiación, aun cuando una o más partes objeten el Laudo de los comisionados especiales.

¿HAY LÍMITES RESPECTO A LO QUE LOS COMISIONADOS ESPECIALES PUEDEN HACER?

Sí. Los comisionados especiales se encargan únicamente de determinar la compensación monetaria a cambio de la propiedad expropiada y el valor de cualquier daño a la propiedad restante.

No deciden si la expropiación es necesaria, ni si el uso público es adecuado. Además, los comisionados especiales no tienen el poder de alterar los términos de una servidumbre, reducir el tamaño del predio adquirido o decir qué acceso se permitirá a la propiedad durante o después de la expropiación. Los comisionados especiales tampoco pueden determinar quién debe recibir qué parte de la compensación que otorgan. Esencialmente, los comisionados especiales solo tienen la facultad de decir cuánto dinero debe pagar el expropiador por el terreno o los derechos que se adquieren.

¿QUIÉN PUEDE SER COMISIONADO ESPECIAL?

Los comisionados especiales deben ser propietarios y residir en el condado donde se presenta el procedimiento de expropiación, así como prestar juramento para evaluar la cantidad de compensación adecuada de manera justa, imparcial y de acuerdo con la ley.

¿QUÉ PASA SI QUIERO OBJETAR A UN COMISIONADO EN PARTICULAR?

El juez debe proporcionar a las partes los nombres y datos de contacto de los comisionados especiales y suplentes. Cada parte tendrá hasta 10 días después de la fecha de la orden de nombramiento de los comisionados especiales o 20 días después de la fecha en que se presentó la solicitud -lo que ocurra más tarde- para eliminar a uno de los tres comisionados especiales. Si un comisionado es eliminado, un suplente servirá como reemplazo. Otra parte puede eliminar a un comisionado especial del panel resultante dentro de los tres días posteriores a la fecha en que se presentó la eliminación inicial o la fecha límite de la eliminación inicial, lo que sea posterior.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



¿QUÉ SUCEDERÁ EN LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?

Los comisionados especiales considerarán cualquier evidencia (tal como informes de valuación y testimonios de testigos) sobre el valor de su propiedad expropiada, los daños o el valor agregado a la propiedad restante que no está siendo expropiada y el uso propuesto de la propiedad por parte de la entidad expropiatoria.

¿CUÁLES SON MIS DERECHOS DURANTE LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?

Tiene derecho a comparecer o no comparecer en la audiencia. Si comparece, puede interrogar a los testigos u ofrecer su propia evidencia sobre el valor de la propiedad. La entidad expropiatoria debe entregarle todos los informes de valuación existentes con respecto a su propiedad utilizados para determinar una opinión de valor al menos tres días antes de la audiencia. Si tiene la intención de usar informes de valuación para respaldar su reclamo para recibir una compensación adecuada, debe proporcionarlos a la entidad expropiatoria 10 días después de recibirlos o tres días hábiles antes de la audiencia, lo que ocurra primero.

¿DEBO PAGAR POR LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?

Si el fallo de los comisionados especiales es menor o igual a la cantidad que la entidad de expropiación ofreció pagar antes de iniciar el proceso, entonces usted puede resultar financieramente responsable de cubrir el costo del proceso de expropiación. Por otro lado, si el fallo es más de lo que la entidad expropiatoria ofreció pagar antes de iniciar el procedimiento, entonces la entidad expropiatoria será responsable de los costos.

¿QUÉ NECESITA HACER EL EXPROPIADOR PARA TOMAR POSESIÓN DE LA PROPIEDAD?

Una vez que la entidad expropiatoria pague el monto acordado en el fallo o lo deposite en el registro del tribunal, la entidad puede tomar posesión de la propiedad y ponerla a disposición del público. Las autoridades de expropiación no gubernamentales también pueden estar obligadas a depositar fianzas además del monto de la indemnización. Tiene derecho a retirar fondos que están depositados en el registro del tribunal, pero una vez que retire el dinero ya no puede cuestionar si la acción de dominio eminente es válida, solo si la cantidad de compensación es adecuada.

OBJETAR EL FALLO DE LOS COMISIONADOS ESPECIALES

Si usted, la entidad expropiatoria o cualquier otra parte no está satisfecha con el monto decidido en el fallo, esa parte puede presentar una objeción formal. La objeción debe presentarse por escrito ante el tribunal y vence el primer lunes siguiente al vigésimo día después de que el secretario notifique que los comisionados han presentado su laudo ante el tribunal. Si ninguna de las partes se opone oportunamente a la adjudicación de los comisionados especiales, el tribunal adoptará el monto del fallo como la compensación final adeudada y emitirá una sentencia final en ausencia de objeciones.

¿QUÉ SUCEDE SI OBJETO EL FALLO DE LOS COMISIONADOS ESPECIALES?

Si alguna de las partes se opone oportunamente, el tribunal escuchará el caso como cualquier otra demanda civil. Cualquiera de las partes que objete el laudo tiene derecho a un juicio y puede elegir que el caso se resuelva por un juez o un jurado.

¿QUIÉN PAGA POR EL JUICIO?

Si el monto del veredicto en el juicio es mayor que el monto del fallo de los comisionados especiales, se puede exigir al expropiador el pago de los costos. Si el veredicto en el juicio es igual o menor que la cantidad que el expropiador ofreció originalmente, se le puede ordenar a usted que pague los costos.

¿EL VEREDICTO DEL JUICIO ES LA DECISIÓN FINAL?

No necesariamente. Después del juicio, cualquiera de las partes puede apelar la sentencia del tribunal.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

DESESTIMACIÓN DE LA ACCIÓN DE EXPROPIACIÓN

La acción de expropiación puede ser desestimada por la propia autoridad expropiatoria o por petición del propietario.

¿QUÉ OCURRE SI LA AUTORIDAD EXPROPIADORA YA NO QUIERE EXPROPIAR MI PROPIEDAD?

Si una entidad de expropiación decide que ya no necesita expropiar su propiedad, puede presentar una moción para desestimar el procedimiento de expropiación. Si el tribunal concede la moción de desestimación, el caso termina y usted puede recuperar un monto razonable de lo que gastó en honorarios y cuotas necesarias de abogados, valuadores, fotógrafos y otros gastos hasta esa fecha.

¿QUÉ PASA SI CREO QUE LA ENTIDAD EXPROPIADORA NO TIENE DERECHO A EXPROPIAR MI PROPIEDAD?

Puede impugnar el derecho a expropiar su propiedad presentando una moción para desestimar el procedimiento de expropiación.

Por ejemplo, un propietario podría impugnar la declaración donde la entidad expropiatoria afirma que busca expropiar la propiedad para uso público. Si el tribunal concede la petición del propietario, el tribunal puede otorgar al propietario un reembolso razonable por los gastos en honorarios y cuotas necesarias generadas hasta esa fecha.

¿PUEDO RECUPERAR MI PROPIEDAD SI ESTA SE EXPROPIA PERO NUNCA SE LE DA UN USO PÚBLICO?

Podría tener derecho de recomprar su propiedad si esta se adquiere mediante un dominio eminente y:

- ◆ el uso público para el cual se adquirió la propiedad se cancela antes de que la propiedad llegue a utilizarse,
- ◆ no hay progreso real para completar el proyecto de uso público dentro de 10 años, o
- ◆ la propiedad se vuelve innecesaria para uso público dentro de 10 años.

El precio de recompra será el mismo monto que le fue pagado al momento de la expropiación.

RECURSOS ADICIONALES Y ANEXOS

Para información relacionada con los procedimientos, plazos y requerimientos descritos en este documento, revise el capítulo 21 del Código de Propiedad de Texas. Los anexos referentes a los términos requeridos para una herramienta de transmisión bajo la sección 21.0114(c) del Código de Propiedad, así como los términos de cesión que un propietario puede negociar según lo estipulado en la sección 21.0114(d) del Código de Propiedad, se anexan a esta declaración.

La información expuesta en esta declaración tiene como propósito resumir los segmentos aplicables de la ley del estado de Texas según se requiere en la HB 1495, promulgada por la 80 Legislatura de Texas, Sesión Regular, y la HB 2730, promulgada por la 87^{va} Legislatura de Texas, Sesión Regular. Esta declaración no es ni sustituye un asesoramiento jurídico.

Being a tract of land containing 1,631 square feet or 0.0374 acres situated in the D.E. Smith Survey, Abstract No. 713 in Harris County, Texas. Said 1,631-square foot tract being out of Block 2, Restricted Reserve "B" in Cy-Fair High School #7, a subdivision according to the map thereof recorded at Film Code No. 494076 of the Harris County Map Records in said Harris County, Texas. Said 1,631-square foot tract being more particularly out of a 97.69-acre tract conveyed unto Cypress Fairbanks Independent School District by deed recorded under Harris County Clerk's File No. R513300 of the Official Public Records for Real Property in said Harris County, Texas. Said 1,631-square foot tract being more particularly described by metes and bounds as follows; all bearings recited herein are referenced to the Texas Coordinate System of 1983, South Central Zone 4204-NAD83 Datum:

BEGINNING at a 5/8-inch iron rod set in the existing east right-of-way line of a public road known as North Eldridge Parkway (100' wide at this point per H.C.C.F. No. J136547 and Film Code No. 494076, H.C.M.R.). Said **POINT OF BEGINNING** also being the northwest corner of a 4,100-square foot tract dedicated for right-of-way purposes by the recorded plat of said Cy-Fair High School #7 subdivision. Said **BEGINNING POINT** also being the lower northwest corner of said tract herein described, and having grid coordinate values, North (Y) = 13,886,996.80 and East (X) = 3,043,808.86; Scale Factor = 0.9999111;

THENCE (L1) North 01°56'29" West with the existing east right-of-way line of said North Eldridge Parkway (based on a width of 100 feet), a distance of 12.00 feet to a 5/8-inch iron rod set for the northwest corner of said tract herein described;

THENCE (L2) South 46°56'32" East, a distance of 34.73 feet to a 5/8-inch iron rod set for an angle point of said tract herein described;

THENCE (L3) North 88°03'31" East, a distance of 8.00 feet to a 5/8-inch iron rod set for the northeast corner of said tract herein described;

THENCE South 01°56'29" East, a distance of 56.84 feet to a chain link fence post located for the southeast corner of said tract herein described;

THENCE (L4) South 34°25'47" West, a distance of 33.73 feet to a 5/8-inch iron rod set for the southwest corner of said tract herein described. Said point located in the east line of said 4,100 square foot tract and in the existing east right-of-way line of said North Eldridge Parkway (based on a width of 112.56 feet),

THENCE North 01°56'29" West with the existing east right-of-way line of said North Eldridge Parkway (based on a width of 112.56 feet), a distance of 84.00 feet to a 5/8-inch iron rod set for an angle point of said tract herein described and the northeast corner of said 4,100 square foot tract;

Sidewalk – N. Eldridge Pkwy-2022

UPIN 23103MF2RP01

Parcel 1

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THENCE (L5) North $46^{\circ}56'32''$ West with the north line of said 4,100 square foot tract, a distance of 17.76 feet to the **POINT OF BEGINNING** and containing 1,631 square feet or 0.0374 acres of land.

A parcel map of even date (02/19/2024) was prepared in conjunction with this property description.

Raymond A. Rahaman

Raymond A. Rahaman

Registered Professional Land Surveyor No. 4354

Western Group Consultants

Texas Firm No. 10038100

11111 Katy Freeway, Suite 520

Houston, Texas 77079

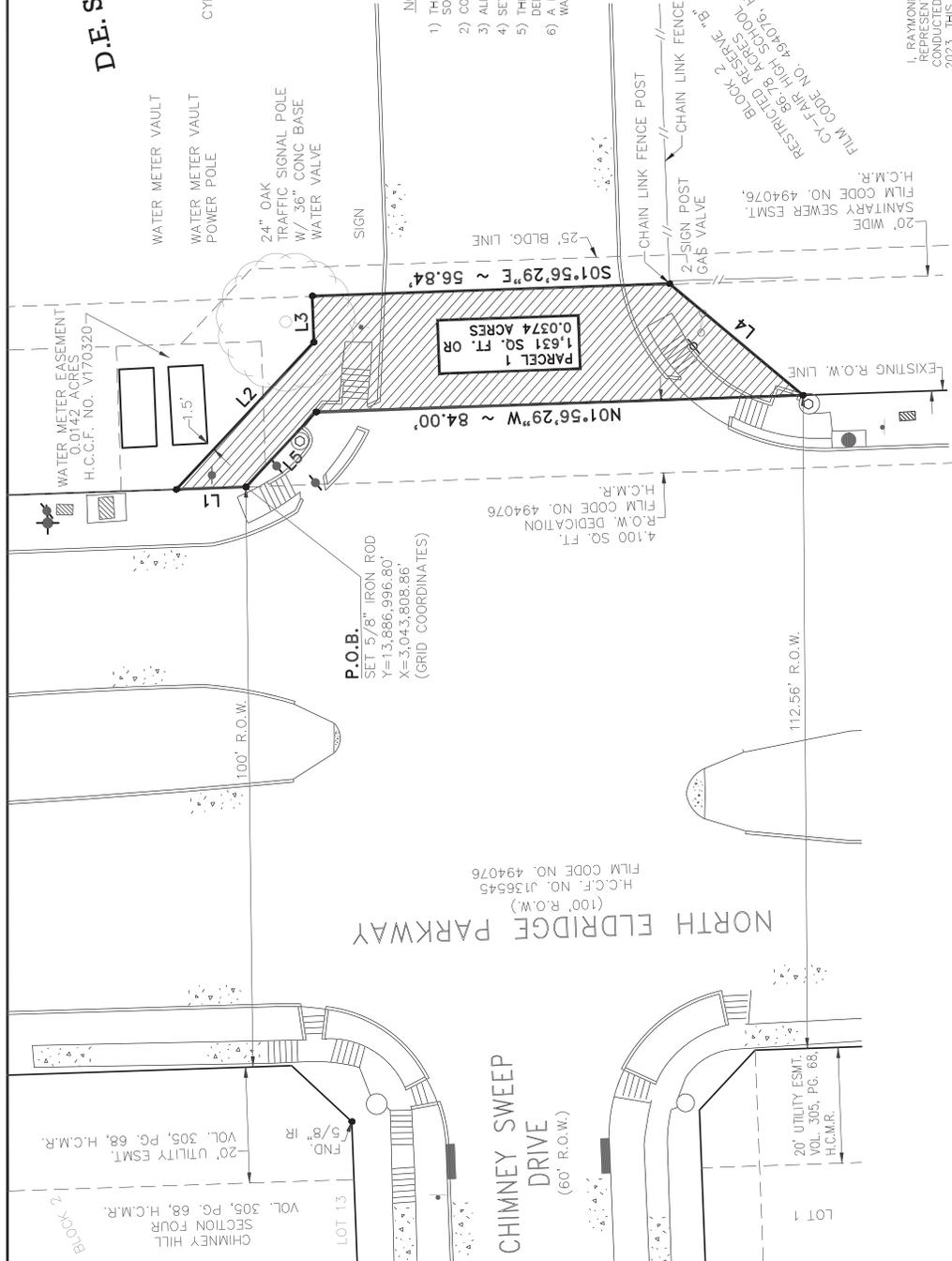
(713) 465-6655



2/19/24

D.E. SMITH SURVEY A-716

CYPRESS FAIRBANKS INDEPENDENT
SCHOOL DISTRICT
97.69 ACRES
H.C.C.F. NO. R513300



LINE NO.	DISTANCE	BEARING
L1	12.00'	N01°56'29"W
L2	34.73'	S46°56'32"E
L3	8.00'	N88°03'31"E
L4	33.73'	S34°25'47"W
L5	17.76'	N46°56'32"W

NOTES:

- 1) THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON TEXAS SOUTH CENTRAL ZONE NO. 4204, STATE PLANE GRID COORDINATES (NAD83).
- 2) COORDINATES SHOWN ARE GRID VALUES, SCALE FACTOR = 0.9999111.
- 3) ALL DISTANCES SHOWN ARE SURFACE VALUES.
- 4) SET 5/8" IRON RODS AT ALL CORNERS UNLESS OTHERWISE SHOWN.
- 5) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. DEED ABSTRACTING WAS PROVIDED BY TITLE HOUSTON HOLDINGS (CPL 7910-23-3958).
- 6) A METES AND BOUND DESCRIPTION OF EVEN DATE (02/19/2024) WAS PREPARED IN CONJUNCTION WITH THIS PARCEL MAP.



02-19-2024

SURVEYOR'S CERTIFICATION:

I, RAYMOND A. RAHAMAN HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS THE FACTS FOUND AS A RESULT OF AN ACTUAL SURVEY CONDUCTED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER 2023. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2 SURVEY.

Raymond A. Rahaman

RAYMOND A. RAHAMAN, R.P.L.S. NO. 4354
TEXAS FIRM REGISTRATION NO. 10038100

TRACT TABLE			
PARCEL NO.	ACREAGE	TAKING	REMAINING ACRES
PARCEL 1	97.69 ACRES	1.631 SQ. FT. OR 0.0374 ACRES	97.6526 ACRES

NO.	PER HARRIS COUNTY COMMENTS	DATE	NAME
1		12/11/23	R.A.R.

HARRIS COUNTY
ENGINEERING DEPARTMENT



WGC
WESTERN GROUP CONSULTANTS
1500 West Loop West, Suite 1500
Houston, Texas 77079
Phone: 713-465-6653

PROJECT NO.	DATE	SCALE	DATE
Sidewalk - N. Eldridge Pkwy - 2022	02-19-2024	1"=20'	02-19-2024

LAND TITLE SURVEY
SHEET MAP 1
SHEET 1 OF 4
UPIN 23103MF2RP01

Scott Stephens & Associates, Inc.

An Appraisal Report of

Harris County Right of Way – Precinct 3
Sidewalk – N. Eldridge Parkway – 2022 Project
Part Taking – Parcel 1 (Road Easement)
Parent Tract is located at the Northeast Corner
N. Eldridge Pkwy & Chimney Sweep Dr;
0 N. Eldridge Parkway
Houston, Harris County, Texas 77041



FOR
Harris County
Real Property Division
1111 Fannin St. 7th Floor
Houston, Texas 77002

Attn: Mr. Brian Bradbury,
Appraisal Manager

As Is:
May 24, 2024

**Scott Stephens
& Associates, Inc.**

15021 Bohemian Hall Rd.
Crosby, Texas 77532
713-451-3600
713-451-3300 Fax

www.scottstephensandassociates.com

SSA Job No.:
(2404-17434)

SCOTT STEPHENS & ASSOCIATES, INC.

Real Estate Appraisers – Consultants
15021 Bohemian Hall Road
Crosby, Texas 77532
Phone: (713) 451-3600
Fax: (713) 451-3300
www.scottstephensandassociates.com



Scott P. Stephens, MAI, AI-GRS, CEO



Ryan Dagley, MAI, President

June 5, 2024

Harris County
Real Property Division
1111 Fannin St. 7th Floor
Houston, Texas 77002

Attn: Mr. Brian Bradbury, Appraisal Manager

Re: A Part Taking from Parcel 1 (Road Easement) for purchase in connection with Harris County’s Sidewalk – N. Eldridge Parkway - 2022 Project. Partial Taking Parcel 1 (0.0374 acre or 1,631 square foot tract), Parent Tract is located at the northeast corner of N. Eldridge Parkway and Chimney Sweep Drive; 0 North Eldridge Parkway, Houston, Harris County, Texas 77041.

Dear Mr. Bradbury:

This is an appraisal report of the aforementioned property. The market value estimate of the whole property, part taking, remainder before taking, remainder after taking, damages, and just compensation as of May 24, 2024 is as follows:

**Harris County’s Precinct 3
Sidewalk - N. Eldridge Parkway - 2022 Project
Parcel 1 – Road Easement**

Whole Property Value	\$882,200	
Less: Partial Taking:		\$32,620
Less: Value of the Improvements in Taking		\$11,000
Equals: Remainder Before Taking	\$838,580	
Less: Remainder After Taking	\$838,580	
Equals: Damages		\$0
Cost to Cure		\$110
Total Just Compensation		\$43,730

June 5, 2024

THE OPINION OF VALUE STATED ABOVE, AS WELL AS EVERY OTHER ELEMENT OF THIS APPRAISAL REPORT, IS QUALIFIED IN ITS ENTIRETY BY THE GENERAL ASSUMPTIONS AND LIMITING CONDITIONS SET FORTH IN ANOTHER PART OF THIS REPORT AND WHICH ARE AN INTEGRAL PART OF THE REPORT.

I certify that, to the best of my knowledge and belief, ...

- (1) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- (3) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- (4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- (6) My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- (8) I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Practice, the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and the specific reporting requirements of the client.
- (9) Ryan Dagley, MAI has made a personal visit to the property that is the subject of this report. Scott P. Stephens, MAI, AI-GRS has reviewed the report and concurs with the analysis and conclusions.
- (10) No one has provided significant professional assistance to the persons signing this report.
- (11) I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

June 5, 2024

- (12) As of the date of this report, Scott P. Stephens, MAI, AI-GRS and Ryan J. Dagley, MAI have completed the requirements of the continuing education program of the Appraisal Institute and the State of Texas.
- (13) The appraiser(s) have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the previous three years immediately preceding acceptance of this assignment.

The attached report is an explanation of the analysis and reasoning used to derive a market value estimate for the subject. The above values are based on a reasonable exposure period of 12 months.

The appraisal was conducted solely for the named client and is for the internal use of the client only. If you have any questions, please feel free to call.

Sincerely,
Scott Stephens & Associates, Inc.



by Scott P. Stephens, MAI, AI-GRS, CEO
State Certified General RE Appraiser
Certificate No. TX-1320269-G



by Ryan J. Dagley, MAI, President
State Certified General RE Appraiser
Certificate No. TX-1335208-G

SPS/RJD/ym

E E C T I E S A R

Project: **Part Taking - Parcel 1 - Road Easement**
Harris County s Sidewalk - N. Eldridge Pkwy - 2022 Project
Harris County Engineering e t. - Rig t o ay i ision

Location: Northeast Corner of N. Eldrige Pkwy & Chimney Sweep Dr
0 N. Eldridge Pkwy, Houston, Harris County, Texas 77041

Part Taking - Road Easement: 0.0374 acre or 1,631 square feet

Highest & Best Use: Commercial

Whole Property Value	\$882,200	
Less: Partial Taking:		\$32,620
Less: Value of the Improvements in Taking		\$11,000
Equals: Remainder Before Taking	\$838,580	
Less: Remainder After Taking	\$838,580	
Equals: Damages		\$0
Cost to Cure		\$110
Total Just Compensation		\$43,730

Valuation Date: May/24/24

Date of Report: Jun/5/2024

Appraisers: Scott P. Stephens, MAI, AI-GRS, CEO
Ryan J. Dagley, MAI, President
Scott Stephens and Associates, Inc.

All values stated above are subject to the assumptions & limiting conditions set forth in this report.

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GENERAL ASSUMPTIONS

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. Responsible ownership and competent management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. The appraisal will interpret the FEMA map in the report. However, the reader is directed to the Caution Statement at the bottom of such map regarding the need to have the property evaluated by a qualified civil engineer or specialist to determine the floodplain status of the property. We are not experts in floodplain evaluation, nor is our interpretation warranted. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is confined within the boundaries or property lines of the described property and that there is no encroachment or trespass unless noted within the report.

Unless otherwise stated in this report, the existence of hazardous materials or wetlands, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials or condition on or in the property. The appraiser, however, is not qualified to detect such substances or areas. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumptions that there is no such materials on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

LIMITING CONDITIONS

The opinion of value and every other element of this appraisal report are qualified and limited by all of the following conditions:

1. THIS REPORT WAS PREPARED FOR THE INTERNAL USE OF THE CLIENT AND INTENDED USER(S) NAMED WITHIN THIS REPORT. NO PERSON OR ENTITY OTHER THAN THE CLIENT AND INTENDED USER(S) HAS ANY RIGHT OR AUTHORITY TO RELY ON THIS REPORT OR ANYTHING CONTAINED IN IT OR IMPLIED FROM IT, UNLESS OTHERWISE STATED IN THE BODY OF THE REPORT.

2. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made.

3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.

6. By acceptance of this report, the client acknowledges that the value opinion is the product of a professionally trained mind, but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraisers based on the same facts.

A I ICATIONS O SCOTT P. STEPHENS, AI, AI- RS

CEO of Scott Stephens and Associates, Inc.

15021 Bohemian Hall Road

Crosby, TX, Texas 77532

(713) 451-3600 Fax 713-451-3300

www.scottstephensandassociates.com

email: scottstephens@gmail.com

Mission Statement: *Scott Stephens and Associates, Inc. is committed to honesty, excellence, and professionalism. As we build lasting relationships with our clients, our constant goal is to provide a trustworthy "value-added" service that is indispensable in real estate lending and investment decisions.*

Scott Stephens & Associates, Inc has a staff of 9 including 2 members of the Appraisal Institute (MAI). Six appraisers specialize in commercial properties, 2 in residential and 1 support staff.

Professional Affiliation

MAI - Designated Member of Appraisal Institute 7758 on March 3, 1988

AI-GRS - Designated Member of Appraisal Institute 81916 on November 17, 2015

State Certified General Real Estate Appraiser (Certificate TX-1320269-G), since 1991

Real Estate Broker: Texas License 328907, since 1986

Certification

Currently certified by the Appraisal Institute (12/26) and the State of Texas (3/25).

Educational Background

Gatesville High School, Gatesville, Texas - May 1979

Bachelor of Science Degree - Texas A&M University; Agricultural Economics – 1982

Recent Continuing Education Completed

Business Practices and Ethics (5/20), Millennials are Changing Real Estate (6/20), Broker Responsibility (6/20), Texas Legal Update Parts 1 & 2 (6/20), A New Look at Contract Law (7/22), Texas Legal Update Parts 1 & 2 (7/22), Ethics in Age of Disruption (7/22), Performing Quality BPO's (7/22), 2022-2023 7-hour National USPAP Update (1/23), Introduction to Commercial Appraisal Review (1/23), The Cost Approach (1/23), Land and Site Valuation (1/23), Texas Supervisor-Trainee Course (1/23)

Property Types Appraised

Appraisal Reviews	Day Care Facilities	Mini Warehouse	Restaurants
Automotive Repair	Eminent Domain	Mobile Home Parks	Single Family
Box Retail	Fire Stations	Multifamily	Shopping Centers
Car Dealerships	Hotel/Motels	Office Buildings	Subdivisions
Churches	Industrial	Office Warehouses	Vacant Land
Convenience Stores	Medical Office	Ranches	Various Other

Expert Witness Harris, Bexar, Fort Bend and Montgomery Counties

Partial list of Clients

Banks: Austin, Bank of Houston, Capital, Chase, Comerica, Falcon, 1st Financial, 1st Liberty, 1st National, 1st Security, 1st State, Guaranty, Home, Independent, Moody, Origin, Plains Capital, Prosperity, Regions, South Trust, Stellar, Texas Citizens, Texan, Third Coast, Truist, Trustmark, Wallis, Woodforest and many others. **Additional Clients:** Community Resource CU, Eppraisal, Mobil CU, MCT CU, Shell FCU, Five Point CU, Security FCU, Quick Lending, Chambers County, Harris County, Cities of Baytown, Dayton, Houston, Beaumont, Mt Belvieu and Pasadena, as well various attorneys, corporations, credit unions, individuals, insurance companies, colleges, ports, school districts, and appraisal management companies.

Qualifications of Scott P. Stephens, MAI, AI-GRS continued:

Memberships, Boards, Service

Houston Chapter of the Appraisal Institute Board of Directors 1994-6; Past Chair of Education Chairman of the Board 2005, Board of Directors 2001-6, Member 1990-2017 - North Channel Area Chamber of Commerce; Crosby-Huffman Chamber of Commerce 2017 – present
Member of San Jacinto College Foundation Board 2006- 2007
Member of the Rotary Club of North Shore - President 1998-1999 also served as President-Elect, Secretary, Treasurer and Sergeant at Arms in prior years
Rotary District 5890 Assistant District Governor 1999-2000, 2009-2010; Chairman of Rotary District 5890 Polio Worldwide Eradication Committee (2001-2, 2004-6)
Chairman of Live Auction for Northshore Rotary Catfish Fry & Crawfish Boil 2008-15
Have served as a special commissioner for Harris County Court at Law 3 & 4
Vice President of Harris County MUD 8, Former VP of Woodforest Professional Plaza
President of Crosby Sports Association 2002-2004, Youth Baseball Coach 1995-2004
Past Member of Board of Directors of the former Brazos Valley Bank in College Station, Texas
Member of First Baptist Church in Crosby, the National Association of Realtors and the Houston Board of REALTORS ; Board of directors, former Chairman of the Board – Parent Heart Watch, Crosby Fair & Rodeo, Channelview FFA Fair, Sheldon FFA Fair – Auction Buyer
Chaired and served on numerous other committees for Chamber of Commerce, Crosby Sports Association, Houston Chapter of Appraisal Institute, Church and other civic associations
President of the Cody Stephens Go Big or Go Home Memorial Foundation which was awarded Foundation of the Year by the Crosby Huffman Chamber of Commerce – 2014.

Awards, Interests, Background

Selected by the Houston Chronicle as a Houston Hero for 2015
Crosby Huffman Chamber of Commerce Citizen of Year – 2012
Rotary International: North Shore Rotary Club Rotarian of the Year 2010, Rotary International's Four Avenues of Service Citation for Individual Rotarians 2003-2004, Rotary International District 5890's Rotary Foundation Supporter of Year 2003-2004, Rotary International's Presidential Citation 1998-1999, Co-President of the Year for the Rotary International District 5890, 1998-1999, Rotary Foundation Paul Harris Fellowship Major Donor
Houston Chapter of the Appraisal Institute 1992 and 1993 - Key Man Award
Patriotic Employer – Office of the Secretary of Defense 2003 & 2012
North Channel Chamber of Commerce - Dedicated Service Award, 2007
Employers include Dominy, Ford McPherson & Teel 1983-7, Ted Whitmer & Associates 1987, Whitmer & Stephens, Inc. 1988. Scott Stephens & Associates, Inc since January 1989.
While at Texas A&M University was a member of the Alpha Eta Honor Society, Baptist Student Union, Baptist Home Mission Board Summer Missionary 1981, Dean's List, Student Housing Dorm Head Resident and graduated in 3.5 years.
Have served as host family for exchange students and young professionals from Australia, Chile, Germany, Italy and Serbia.
Born in Big Spring, Texas, 12/60. 3 children. Hobbies include reading, outdoor activities, assisting students with 4H and FFA livestock show projects, the pinnacle of which included my eldest son winning Reserve Grand Champion Steer at the HLS&R in 2006. Personal Note: My youngest son, Cody, died on May 6, 2012 at the age of 18. He was an athlete preparing for college football. I am now actively involved promoting heart screening in our youth throughout the state of Texas. I work with Texas school districts promoting the inclusion of heart screenings (ECG's) with their student physicals. In 2013, 2015, 2017 and 2019 bills were introduced in the Texas Legislature to make this a part of the student physicals at my request. The bill passed and became Cody's Law HB76 in September of 2019, making Texas the first state to have this law. The law has now passed in Pennsylvania and been introduced in many other states. For more information or go to www.codystephensfoundation.org or follow us on Facebook.

SCOTT PAUL STEPHENS
15021 BOHEMIAN HALL RD
CROSBY, TX 77532



Certified General Real Estate Appraiser

Appraiser: **Scott Paul Stephens**

License #: **TX 1320269 G**

License Expires: **03/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.



Chelsea Buchholtz
Commissioner

**QUALIFICATIONS OF
THE HONORABLE RYAN JOSEPH DAGLEY, MAI, CHAMBERS COUNTY
COMMISSIONER PCT 4**

*President of
Scott Stephens and Associates, Inc. located at 15021 Bohemian Hall Road
Crosby, Texas 77532
(713) 451-3600 Fax 713-451-3300
www.scottstephensandassociates.com
ryandagley@gmail.com*



Mission Statement: *Scott Stephens and Associates, Inc. is committed to honesty, excellence, and professionalism. As we build lasting relationships with our clients, our constant goal is to provide a trustworthy "value-added" service that is indispensable in real estate lending and investment decisions.*

Professional Affiliations:

MAI - Designated Member of the Appraisal Institute #442002
State Certified General Real Estate Appraiser License #TX-1335208-G

Educational Background:

North Shore High School- Houston, Texas May-1997
University of Houston- Houston, Texas - Graduate with Bachelor of Business Administration - Degree, May, 2002

Recent Continuing Education Completed:

Basic Hotel Appraising Limited Service Hotels (4/3/2019), Appraisal of Land subject to Ground Leases (4/8/2019), Appraisal of Fast food Facilities (4/1/2019), USPAP Update (4/24/2019), Residential Property Inspection for Appraisers (5/2017), Appraisal of Owner Occupied Properties (5/2017), Appraisal of REO Properties (5/2017), Business Practice and Ethics (5/2020), Residential Property Inspection (3/2023), Supporting Your Adjustments (3/2023), That's a Violation (3/2023), Complex Properties- The Odd Side of Appraisal (3/2023), and 2022-2023 USPAP Update (3/2023)

Qualifications of Ryan J. Dagley, MAI, continued:

Current Employment:

Scott Stephens & Associates, Inc., Houston, Texas- Since 2002,
Vice President Since January 2011
Named President in January 2020

Property Types Appraised:

Apartments	Farm and Ranch	Mobile Home Parks	Retail Centers
Banks	Hotels/Motels	Office Buildings	Single Family
Boat/RV Storage	Industrial Plants	Office Service	Single Tenant Retail
Churches	Light Industrial	Office Warehouse	Special Purpose
Commercial Developments	Medical Office	Raw Land	Subdivisions
Condemnation	Mini-warehouses	Restaurants	Various Other

Expert Witness: Harris, Jefferson, and Galveston Counties

Partial List of Clients:

Banks: Allegiance, Amegy, Austin, Barbers Hill, BB&T, Capital, Community Bank of Texas, BBVA Compass, East Chambers, Eppraisal, Falcon, 1st Financial, 1st Liberty, 1st National, 1st State, Heritage, Independent, Integrity, Mainland, National United, Origin, Plains Capital, Prosperity, Regions, Spirit of Texas, South Trust, T Bank, Texas Citizens, Third Coast, Truist, Trustmark, Wallis St, Woodforest, Zions 1st National and many others. Additional Clients: Community Resource CU, Mobile CU, Shell FCU, Smart Federal CU, Five Point CU, Chambers County, Harris County, State of Texas, U.S. Army Corps of Engineers, Cities of Dayton, Houston, Beaumont, Mt Belvieu and Pasadena, as well various municipal utility districts, emergency service districts, attorneys, corporations, credit unions, individuals, insurance companies, colleges, school districts, and appraisal management companies.

Biographical Background:

Born in Baytown, Texas, May 1979. Completed primary and secondary education in Houston, Texas, May 1997. Attended Texas A&M University from 1997-1998, San Jacinto Junior College from 1998-1999, and the University of Houston from 1999-2002. May of 2002, earned bachelors degree in Business Administration. Married wife Isis in 6/2002 and have two children (Ryan Dagley Jr and Kayla Dagley). Have worked in the field of real estate appraisal since 2002, and now President of Scott Stephens & Associates, Inc. Became a Member of the Appraisal Institute in June 2015.

Memberships, Boards, Service: Member of the Rotary Club of North Shore - Sergeant at Arms in 2008, Community Service Chairman 2009, 2013, 2014, 2015, 2016, Chairman of VIP Committee for Northshore Rotary Catfish Fry & Crawfish Boil 2007 til 2018, Multiple Paul Harris Fellow-Major Donor, North Shore Rotary Club Rotarian of the Year 2015, Board of Director for North Shore Rotary 2015-2018, Treasurer of the North Shore Rotary 2016-2017, Secretary of the North Shore Rotary Club 2017-2018, President-Elect of the North Shore Rotary Club 2018-2019, President of the North Shore Rotary Club 2019-2020, President of Greenbriar Estates HOA from 2008-2015, North Channel Area Chamber of Commerce member 2004-2012, West Chambers County Chamber of Commerce Member-2017-Present, North Channel Area Chamber of Commerce – 2011-2012, Board of Directors, Youth Baseball Coach 2010-2019, Board of Director for the Cody Stephens Go Big or Go Home Foundation, Lee College Education Foundation- Director, Alderman for Beach City 2019-2020, Mayor of Beach City, Texas 2020-2022, Chambers County Commissioner Pct 4 2023-Present

RYAN JOSEPH DAGLEY
15021 BOHEMIAN HALL ROAD
CROSBY, TX 77532



Certified General Real Estate Appraiser

Appraiser: **RYAN JOSEPH DAGLEY**

License #: **TX 1335208 G**

License Expires: **08/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.



Chelsea Buchholtz
Commissioner

LOCATION MAP

Borrower or Owner:

Subject Address: NEC of N. Eldridge Pkwy & Chimney Sweep

Census Tract: 5408.00

City: Houston

County: Harris

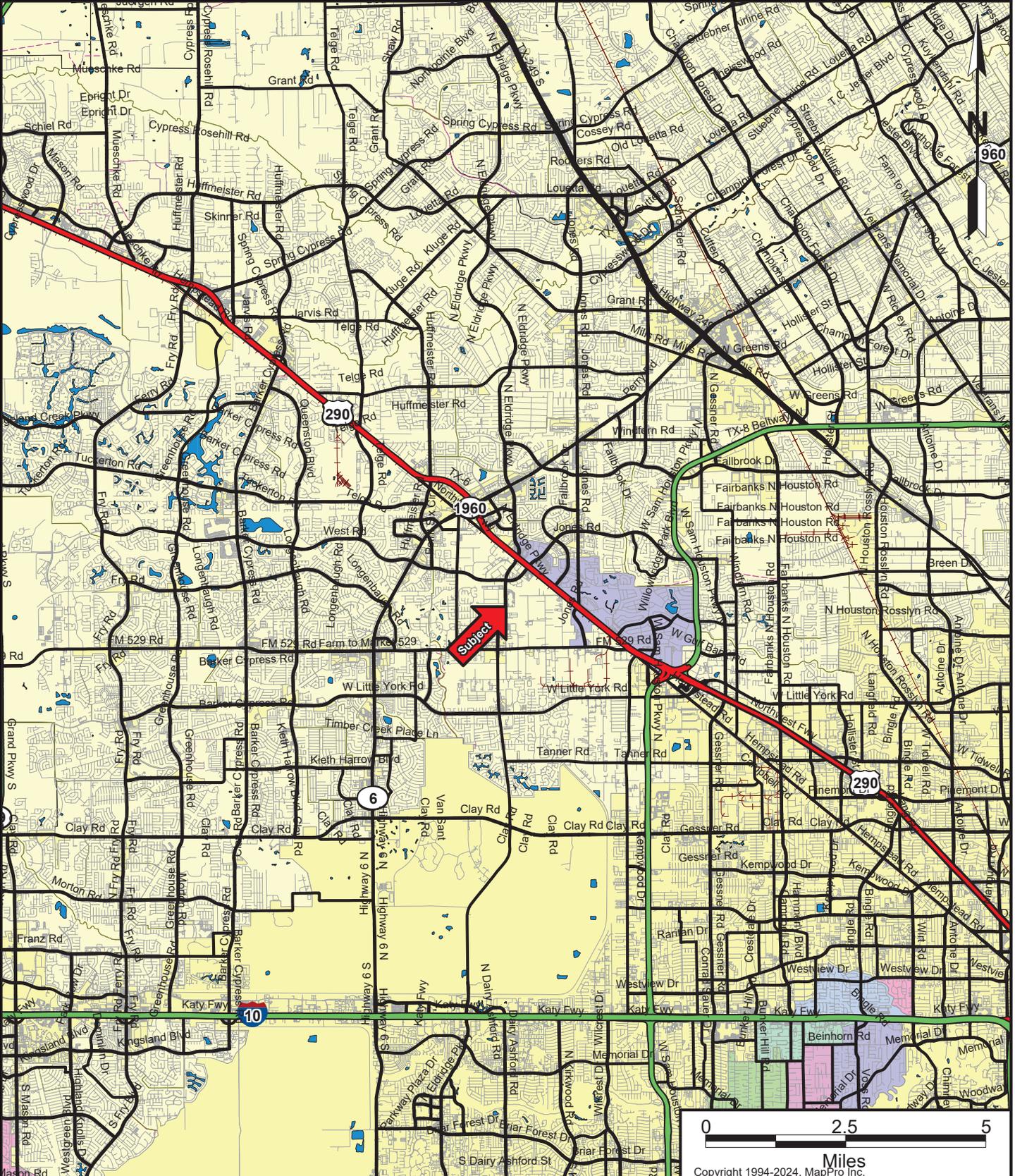
State: TX

Zip Code: 77041

Lender or Client:

Lat: 29.890592

Long: -95.605994



CAUTION:

The location of property arrows shown on this map are approximate only. Inaccuracies may exist on map such as missing, incorrectly drawn, or incorrectly addressed streets. Please report any such inaccuracy to MapPro, Inc. so that appropriate corrections can be made.





DESCRIPTIONS, ANALYSES AND CONCLUSIONS

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property described as follows:

Whole Property – Parent of Parcel 1 97.69 acres or 4,255,376 square feet of land being Reserve B, Block 2 (School Use), Cy-Fair High School 7, situated in the Charles Scarbrough Survey, Abstract 731, Harris County, Texas

Partial Taking – Parcel 1 Road Easement 0.0374 acre or 1,631 square feet of land being out of and a portion of Reserve B, Block 2 (School Use), Cy-Fair High School 7, situated in the Charles Scarbrough Survey, Abstract 731, Harris County, Texas

Economic Unit - Parcel 1 1.00 acre or 43,560 square feet of land being out of and a portion of being out of and a portion of Reserve B, Block 2 (School Use), Cy-Fair High School 7, situated in the Charles Scarbrough Survey, Abstract 731, Harris County, Texas

Metes and bounds legal descriptions (Parcel 1 – Road Easement) are located in the addenda of the report.

The subject's parent is 97.69-acre tract of land located along the east line of North Eldridge Parkway at Chimney Sweep Drive and Taylor Road. For the purpose of this appraisal, the appraiser will utilize an economic unit parcel of 1.00 acre, to which the subject partial acquisition easement interest is out of and a portion of.

PROPERTY RIGHTS APPRAISE

The property rights appraised are the fee simple interest for the parent tract, subject to existing easements, restrictions, and prior encumbrances. The property rights appraised for the partial taking is an easement interest in consideration for purchase as a part of Harris County's Precinct 3 Sidewalk - N. Eldridge Parkway 2022 Project.

Note: Even though the area is being acquired in easement, the just compensation is paid based on 100% of the fee simple value. The Road Easement area being acquired effectively will have no remaining value to the underlying fee owner.

DEFINITION OF MARKET VALUE

Market value¹ is defined as follows:

¹ Defined City of Austin vs. Cannizzo, 267 S.W. 2d 808, 815 (Tex. 1954).

the price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adapted and for which it either is or in all reasonable probability will become available within the reasonable future.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

AR ETIN TI E AN E POS RE TI E

The exposure time is the estimated length of time the property interest being appraised would have been offered on the market to the hypothetical consummation of a sale at market value on the effective date of the appraisal. The marketing time is an opinion of the amount of time it might take to sell the property interest being appraised at the concluded market value level during the period immediately after the effective date of an appraisal. In this case, the exposure time is estimated to be approximately 12 months, which is based on interviews with market participants, analysis of the sales comparison approach and investor surveys.

E ECTI E ATE O APPRAISA ATE O THE REPORT

The effective date of the appraisal is May 24, 2024, the date of the field viewing of the subject. Please note this represents the most recent viewing of the subject and in some cases multiple trips to the subject are conducted from the date of acceptance of the engagement to the completion of the report. The date of the report is June 5, 2024.

PROPERTY OWNER CONTACT

Scott Stephens & Associates, Inc. contacted the owners by letter via USPS certified mail on April 30, 2024, to which a signature was received upon receipt on May 2, 2024. The appraiser was unaccompanied at the visit to the subject property on May 24, 2024. The owner on record is noted as Cypress Fairbanks Independent School District.

INSTRUCTIONS TO THE APPRAISER AND APPRAISAL PURPOSE

The appraisers were instructed by the client to conduct an as is market value appraisal of the fee simple estimate of the subject property. Data provided by the client includes a legal description of the subject property, a survey of the part taken (Parcel 1 – Road Easement), and specific appraisal guidelines.

SCOPE OF THE APPRAISAL

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Practice. It presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of discussion and analyses contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

The term extent of the research relates to the extent of the process of collecting, confirming, and recording data. All sources of information have been documented throughout the report and the appraisers relied on the accuracy of these sources. However, it is suggested by the appraiser that the client reads and fully understands the assumptions and limiting conditions set forth within as to the extent of responsibility of the appraiser.

The research included the subject neighborhood for land sales comparables. All of the comparables included in this analysis were confirmed by Scott Stephens and Associates, Inc or by reliable sources. Some of the items which were verified in the confirmation process include the sale prices, recording data, physical characteristics, and other vital information available from the grantor or grantee, and from actual deed records as reported by various reporting services or county agencies.

A visit to the subject property was conducted on May 24, 2024. The subject's parent is improved with educational/school improvements (Cypress Ridge High School – Cypress-

Fairbanks ISD). The appraiser visited the site and viewed the surrounding environment. The appraiser was unaccompanied during the site visit.

Economic units. Non-economic unit *Economic Unit* is defined by The Dictionary of Real Estate Appraisal, 7th Edition, Copyright 2022, Page 60, by the Appraisal Institute as: A portion of a larger (parent) parcel, vacant or improved, that can be described and valued as a separate and independent parcel. Physical characteristics such as location, access, size, shape, existing improvements, and current use are considered when identifying an economic unit. The economic unit should reflect marketability characteristics similar to other properties in the market area. In appraisal, the identification of economic units is essential in highest and best use analysis of a property.

Partial acquisitions that lack economic utility do not trade on the open market; therefore, any attempt to estimate the market value of such partial acquisitions as stand-alone parcels is a virtually impossible task. Since a non-marketable partial acquisition has no independent highest and best use, its market value is typically derived from the market value of the larger parcel out of necessity.

The subject is a partial property (Road) easement acquisition of 0.0374-acre or 1,631 square feet of land for a proposed roadway easement, being out of and a portion of an approximately 97.69-acre parent tract. Due to the long and narrow shape of the subject partial acquisition tract, it is not a standalone parcel with an independent highest and best use. Additionally, as previously noted the whole property parent is an approximately 97.69-acre tract, to which large acreage tracts such this are typically subdivided and developed with retail pad site developments in the immediate market area. Due to the shape of the subject, size of the parent, and the Highest and Best Use of the parent, the appraiser will utilize a 1.00 acre or 43,560 square foot economic unit.

The appraisal was conducted in conformity with the Ethics and Standards of The Appraisal Institute, the State of Texas, the Uniform Standards of Professional Appraisal Practice (USPAP), and guidelines requested by the client. This appraisal considers the sales comparison approach for the land in the part taken and the value of the land for the economic unit. The subject property is a part taking for an easement interest. The subject property is visually represented in the photograph section of this report. The research included the immediate subject market area for the land sales comparables. We viewed the site and the surrounding environment at the field visit to the property.

COMPETENCY PROVISION

It is presented that this report was completed by Mr. Scott P. Stephens, MAI, AI-GRS and Mr. Ryan Joseph Dagley, MAI. Mr. Stephens and Mr. Dagley hold the MAI designation awarded by the Appraisal Institute, and are currently certified under the continuing educational programs. Further, this designation is held by appraisers experienced in the valuation and evaluation of commercial, industrial, residential, and other types of properties; and who advise clients on real estate investment decisions. Mr. Dagley and Mr. Stephens are State Certified General Real Estate Appraisers, and are currently certified under the continuing educational programs. The appraisers have completed numerous appraisal assignments on properties such as the subject and have the experience and ability to complete the appraisal in a competent manner. For a more detailed description of the appraiser's qualifications, refer to the introduction section of this appraisal.

INTENT USE & USERS OF THE APPRAISAL, IDENTIFICATION OF THE CLIENT

The appraisal is for the internal use of the client (Harris County Real Property Division) for use in determining just compensation for the underlying fee simple estate and easement interest of the area to be acquired. The intended user of the report is the Harris County Real Property Division.

HISTORY OF THE SUBJECT

According to the Harris County deed records, the current owner of record for the subject's parent is Cypress Fairbanks Independent School District, who has owned the subject's parent for more than three years. The subject, Parcel 1 (Road Easement) partial taking, represents one parcel containing approximately 0.0374 acre or 1,631 square feet of land out of a larger land tract containing 97.69 acres or 4,255,376 square feet being considered for purchase in connection with Harris County's Sidewalk – N. Eldridge Parkway - 2022 Project. The subject parent is not actively being marketed for sale. We are aware of no sales of the subject within the last three years.

PROPERTY INFORMATION

The Harris County Appraisal District tax information of the parent is located in the Addenda of this report. The subject's parent is currently listed under the ownership name of

Scott Stephens Associates, Inc.

Cypress Fairbanks Independent School District and the HCAD account number of 1223580020001. The subject parent is under the ownership of a public entity (Cypress Fairbanks Independent School District), as such it is not assessed by HCAD, nor is it subject to taxation.

The subject parent is within the taxing jurisdictions of Cypress-Fairbanks Independent School District, Harris County, Harris County Flood Control, Port of Houston Authority, Harris County Hospital District, Harris County Education Department, Lone Star College System, Harris County MUD 130, and Harris County Emergency Service District 9. The current (2023) total tax rate per 100 in evaluation of 2.05815. It should be noted that the value conclusion stated in this report assumes all taxes are paid current.

HOUSTON METROPOLITAN AREA STATISTICS

The Houston-The Woodlands-Sugar Land Metropolitan Statistical Area has 7.12 million inhabitants and is the fifth most populous metro area. Houston has 2.3 million inhabitants and is the fourth largest US city. Houston is home to 40 of the 145 publicly traded oil and gas companies. At this time, the majority of the vacant space is absorbed, rental rates are increasing, and new construction is seen in most areas and sectors of the real estate market.

As a result of the petroleum industry crisis, the Houston economy has diversified, considerably diminishing reliance on petroleum and petrochemical exploration and production. Thus, while Houston will probably always be thought of as the Oil Capital of the Nation, its success as a city is no longer as directly dependent upon the petroleum industry. Short of a major national economic crisis and with few geographical, cultural, or economic boundaries, the city is expected to continue to grow and expand. If the reader desires more detailed statistical and background information for the City of Houston it is available for the reader at the following web site address: www.houstontx.gov. This web site contains information on the history of the city, the form of government, economy and trade, and area attractions.

Houston's long-term prospects for growth are strong. From 2011 to 2040 the Perryman Group predicts Houston averaging annual MSA growth of 1.6% for employment, 1.8% for population and 3.3% in real Gross Area Product (net of inflation). www.houston.org.

NEIGHBORHOOD DATA

A neighborhood is defined as A group of complimentary land uses; a congruous grouping of inhabitants, buildings, or business enterprises. *The Dictionary of Real Estate Appraisal*, 7th Edition

The purpose of the area and neighborhood analysis section of this report is to provide a background for the subject property in terms of its most immediate influences. This section delineates factual data according to the social, economic, governmental, and environmental forces that affect the inhabitants, and thus the value of the property in the general and immediate neighborhoods.

Location Boundaries The subject neighborhood is located in western Harris County, approximately 10 to 30 miles west-northwest of the Houston Central Business District. For the purpose of this appraisal, the subject neighborhood is considered to be the Cypress-Fairbanks market and is generally bound by State Highway 6 (SH 6)/FM 1960 on the west and north, Fairbanks North Houston Road on the east, and Interstate Highway 10 (IH 10/ aty Freeway) on the south. This described neighborhood covers a broad area, which includes portions of the City of Houston and unincorporated parts of Harris County.

The subject parent property itself is located within unincorporated Harris County, Texas. More specifically, the subject parent is located along North Eldridge Parkway at the intersections of Chimney Sweep Drive and Taylor Road, just south of West Road. Furthermore, the subject parent is located approximately 0.75 of a mile south of the Northwest Freeway (US Highway 290), approximately 1.00 mile west of the Northwest Freeway (US Highway 290), approximately 7.25 miles north of Interstate Highway 10 (IH 10/ aty Freeway), approximately 1.75 miles east of State Highway 6, and approximately 17.00 miles northwest of the Houston Central Business District.

Traffic Arteries Access from the Houston Central Business District and all points of the metropolitan area is provided by Interstate Highway 10 (IH 10/ aty Freeway), US Highway 290 (Northwest Freeway), and the Sam Houston Parkway (Beltway 8). The primary north/south traffic arteries in the subject area included the Sam Houston Parkway (Beltway 8), State Highway 6 (SH 6), FM 1960, Eldridge Parkway, Fairbanks North Houston Road and Brittmoore Road. The primary east/west roadways are Interstate Highway 10 (IH 10/ aty Freeway), Clay Road, Tanner Road, West Little York, and Spencer Road, Old Hempstead Road, and US Highway 290 (Northwest Freeway). The neighborhood is approximately 20 - 40 minutes from downtown Houston during typical traffic conditions.

Relief The southerly portion of the neighborhood is dominated by Addicks Reservoir. This is basically a catch basin for flooding which, for most of the year, represents open, low lying prairie land with some wetlands characteristics. The entire reservoir is taken up by park usage, the largest of which is bounded by Patterson Road on the south, Eldridge Road on the east, Clay Road on the north, and State Highway 6 (SH 6) on the west. Bear Creek Park encompasses about 2,000 acres and includes two 18-hole golf courses, an equestrian/rodeo/fair

complex, a country club-like community center, sports fields, playgrounds, picnicking areas, nature trails, and a wildlife sanctuary.

To the west of Bear Creek Park is the West Houston Airport, Cullen Park, and Pine Forest Country Club, which are also all south of Clay Road. North of Clay Road, 90% of the land area is developed or developing with single-family subdivisions, which take full advantage of the fact that, the area is laced with creeks and bayous. Clay Road is also the dividing line for school districts, Spring Branch to the south, and Cypress-Fairbanks to the north. Close to 90% of State Highway 6 (SH 6) is also already developed with a high concentration of retail, specialty retail, and service uses. This surface highway has 6 to 8 traffic lanes and a central turning lane. It has streetlights and concrete surfacing, with most of its length having a combination of open ditch and storm sewer drainage, and sections with curbs and gutters. There are traffic lights at the primary intersections.

The north end of the neighborhood is anchored by the beginning of the master planned community of Copperfield, which essentially begins at the FM 529 intersection. Along FM 529 a Wal Mart supercenter has been developed along with a Hobby Lobby, several small in line strip centers and associated restaurants.

Generally, the subject neighborhood is characterized by a variety of property uses, including residential, office, commercial, light industrial, and vacant land. Overall, the subject neighborhood is approximately 80-90% developed. Residential development is located throughout the area, primarily on the inner streets. Commercial/retail development is predominant along the major streets and at most intersection corners. Industrial development is also scattered throughout the area, with concentrations along and near Brittmoore Road, as well as along and near FM 529 corridor.

Legal Restrictions The subject neighborhood is located within the City of Jersey Village, the City of Houston, and unincorporated portions of Harris County. The City of Houston and unincorporated Harris County are not zoned or subject to any impending zoning ordinances. Neither the City of Houston nor Harris County employs zoning restrictions, however the City of Jersey Village does subscribe to zoning.

The appraiser is not aware of any other special legal restrictions, beyond residential deed restrictions associated with the residential subdivisions.

Public Services and Recreational Facilities Police, fire and ambulance and or emergency services are provided by either the City of Houston, the City of Jersey Village, or Harris County. Public water and sewer services are available through various Harris County MUD districts and the City of Houston/City of Jersey Village for those properties within the city limits. Electrical services and natural gas services are provided to the neighborhood by CenterPoint Energy, and telephone service is provided by Verizon and others.

Public transportation within the subject area is provided by the Metropolitan Transit Authority. In addition, air travel is easily accessible from George Bush Intercontinental Airport, approximately 10 to 15 miles to the northeast of the neighborhood. The subject neighborhood is located within the Cypress-Fairbanks Independent School District, which provides secondary education through the high school level. Local schools are located throughout the neighborhood providing education through the high school level. In addition, there are many colleges and universities in the Houston area accessible through Metro Bus Service.

There are numerous forms of recreation, including golf, parks, and various activities are available within the general area of the subject. In addition, major arena facilities, such as Minute Maid Park, the NRG (Reliant) complex, and Toyota Center, are located within easy access of the subject neighborhood.

Immediate Neighborhood The subject's immediate neighborhood is considered to be the North Eldridge Parkway corridor between US Highway 290 to the north and Clay Road to the south. This described corridor consists of a wide variety of commercial developments, being primary retail/retail-service in nature.

The subject's area is seeing continuous growth of single-family residential subdivisions and associated commercial development is following along primary roadways. With the current and planned development in the immediate neighborhood, and the continuous expansion of residential and commercial development in all directions from the subject neighborhood, it would appear that the popularity of the neighborhood should continue unabated for years to come, with site values continue to increase.

Current Market Trends The subject's proximity to the Northwest Freeway (US Highway 290), the Katy Freeway (Interstate Highway 10/IH 10), FM 1960, and State Highway 6 (SH 6) are seen as positive influences for the subject neighborhood. Substantial development has occurred along the freeways, encompassing retail, office, and office/warehouse uses. Property uses in the immediate neighborhood consist primarily of general commercial and retail developments.

Development in the neighborhood includes retail, commercial, light industrial, multifamily, as well as single-family residential subdivisions. Overall, this area represents a well-rounded community from all standpoints.

As Houston continues to diversify from its previously heavily dependent petroleum economy, the overall business basis continues to strengthen. Considering the neighborhood's location, and its accessibility from major thoroughfares, the medium to long-term prospects for the neighborhood are considered stable.

Overall, this neighborhood is considered to have good potential for continued development.

SITE ANALYSIS

An analysis of the subject parcel is particularly important in determining the highest and best use, and thus the potential value of the site. A survey of the subject parcel was provided and is included immediately following this section of the report.

Legal Description - Whole Property - Parcel 1 97.69 acres or 4,255,376 square feet of land being Reserve B, Block 2 (School Use), Cy-Fair High School 7, situated in the Charles Scarbrough Survey, Abstract 731, Harris County, Texas

Partial Taking - Parcel 1 Road Easement 0.0374 acre or 1,631 square feet of land being out of and a portion of Reserve B, Block 2 (School Use), Cy-Fair High School 7, situated in the Charles Scarbrough Survey, Abstract 731, Harris County, Texas

Economic Unit - Parcel 1 1.00 acre or 43,560 square feet of land being out of and a portion of being out of and a portion of Reserve B, Block 2 (School Use), Cy-Fair High School 7, situated in the Charles Scarbrough Survey, Abstract 731, Harris County, Texas

Location Access The subject parent/economic unit is located within unincorporated Harris County, Texas. More specifically, the subject economic unit is located at the northeast corner of North Eldridge Parkway and Chimney Sweep Drive, being just south of West Road. According client provided HCAD tax account, a physical address has not been assigned. The appraiser notes that the subject parent is Cypress Ridge High School of Cypress-Fairbanks ISD, which has been assigned the physical address of 7900 North Eldridge Parkway, Houston, Texas 77041.

The part taking (Parcel 1 - Road Easement) is located on the far southwestern portion of the economic unit site, along the east line of the North Eldridge Parkway frontage, at its intersection with Chimney Sweep Drive right of way. The part taking is being considered for purchase in connection with Harris County's Sidewalk - N. Eldridge Parkway - 2022 Project.

Legal Description 408M - Harris County

Physical Characteristics - Parent The subject parent, being approximately 97.69 acres or 4,255,376 square feet (size of parent per provided information table provided on Survey), represents an irregular shaped tract of land located along the east line of North Eldridge Parkway, the north and south lines of Chimney Sweep Drive and the south line of Taylor Road. North Eldridge Parkway is a 4-lane concrete paved roadway with a center dividing esplanade and curb and gutter drainage along the roadway rights of way. Chimney Sweep Drive and Taylor Road, east of North Eldridge Parkway, are private roadway rights of way of Cypress Fairbanks ISD and represents 2-lane concrete paved roadways with curb and gutter drainage along the roadway rights

of way. See the below aerial photos and survey for the layout of the subject parent and the part taking.

Physical Characteristics – Economic Unit The subject economic unit tract contains approximately 1.00 acre or 43,560 square feet of land and represents a generally rectangular shaped tract of land located along the east line of North Eldridge Parkway at its intersection with Chimney Sweep Drive. North Eldridge Parkway is a 4-lane concrete paved roadway with a center dividing esplanade and curb and gutter drainage along the roadway rights of way. Chimney Sweep Drive, east of North Eldridge Parkway, is a private roadway right of way of Cypress Fairbanks ISD and represents 2-lane concrete paved roadway with curb and gutter drainage along the roadway rights of way. See the below aerial photos and survey for the layout of the subject economic unit and the part taking.

Legal Restrictions The subject parent/economic unit is located within unincorporated Harris County, Texas. Harris County does not subscribe to zoning ordinances. The subject parent/economic unit is not subjected to zoning ordinances.

Adjacent and Use The subject parent/economic unit is surrounded by general commercial developments, being primarily retail in nature, along the North Eldridge Parkway corridor. The larger general area is well versed in property uses being general commercial, office, retail, and industrial use properties with strong residential support.

Floodplain Parent Economic Unit According to the flood insurance rate map of the Federal Emergency Management Agency, revised November 15, 2019, FEMA Map No. 48201C0440N, the subject's parent and economic unit each appears to be situated within FEMA Zone X (Outside all floodplains). A floodplain map marked with the subject's location is included following this section of the report. Please refer to the caution statement at the bottom of the floodplain map.

Topography and Drainage Upon inspection, the subject parent/economic unit appears to be level and well drained. Drainage is via surface drainage to drainage along the bordering roadway right of ways.

Easements and Encumbrances There are numerous standard utility easements, building setback lines/buffer zones common to most properties in the area.

According to the Title Report, the parent tract is encumbered by a Humble Pipe Line Company easement, Exxon Pipeline company, subject to any visible or apparent easements and/or right-of-ways on, over, under or across the subject property found on that certain map or plat of Cy-Fair High School 7, as set forth and described by instrument recorded in Film Code Number 494076 of the Map Records of Harris County, Texas.

ilities The subject parent/economic unit tract does have access to public water service and sewer services via Harris County MUD 130. Electricity and natural gas are distributed by Centerpoint Energy, and telephone service is also available through Verizon and others.

Partial Taking – Parcel 1 – Road Easement A survey of the subject partial taking parcel follows. The Road Easement partial taking is 0.0374 acre or 1,631 square feet and is located on the far southwestern portion of the economic unit, along the east line of the North Eldridge Parkway frontage at its intersection with Chimney Sweep Drive. The location of Parcel 1 partial taking (Road Easement) area as indicated on the maps located in the addenda. The taking does not affect the future development of improvements to the subject's parent parcel.

There are improvements within the taking that will need to be compensated for. Specifically, located within the part taking ROW easement is approximately 1,200 square feet of concrete paving and a low-rise metal sign within the road easement taking area.

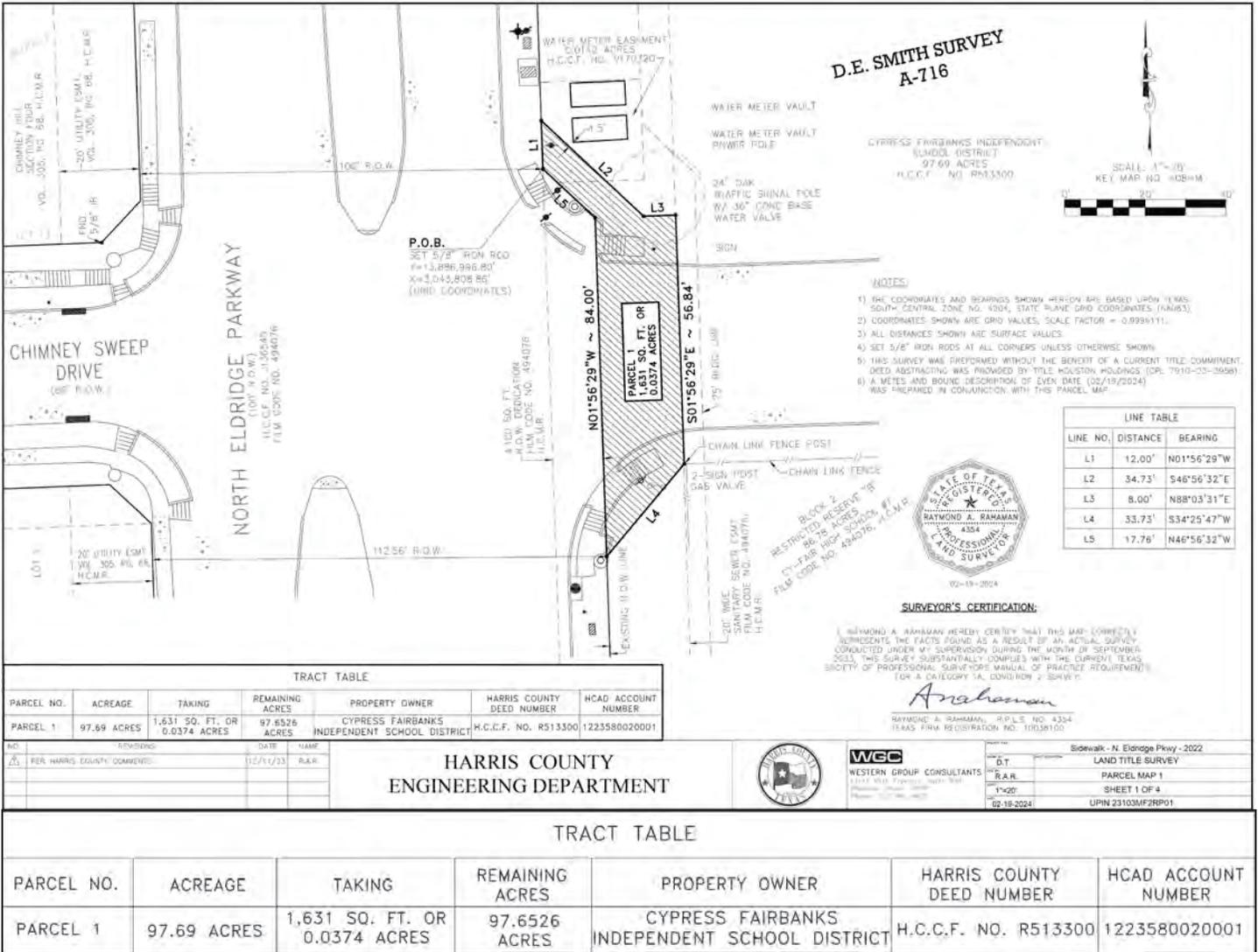
The subject's parent is improved with education/high school facility, being the Cypress Ridge High School campus of Cypress Fairbanks ISD. See the below surveys and aerial photos for the layout of the subject parent, economic unit, and the part taking.

Conclusion The economic unit tract is easily accessible with its North Eldridge Parkway at Chimney Sweep Drive location, and it is suited for commercial use.

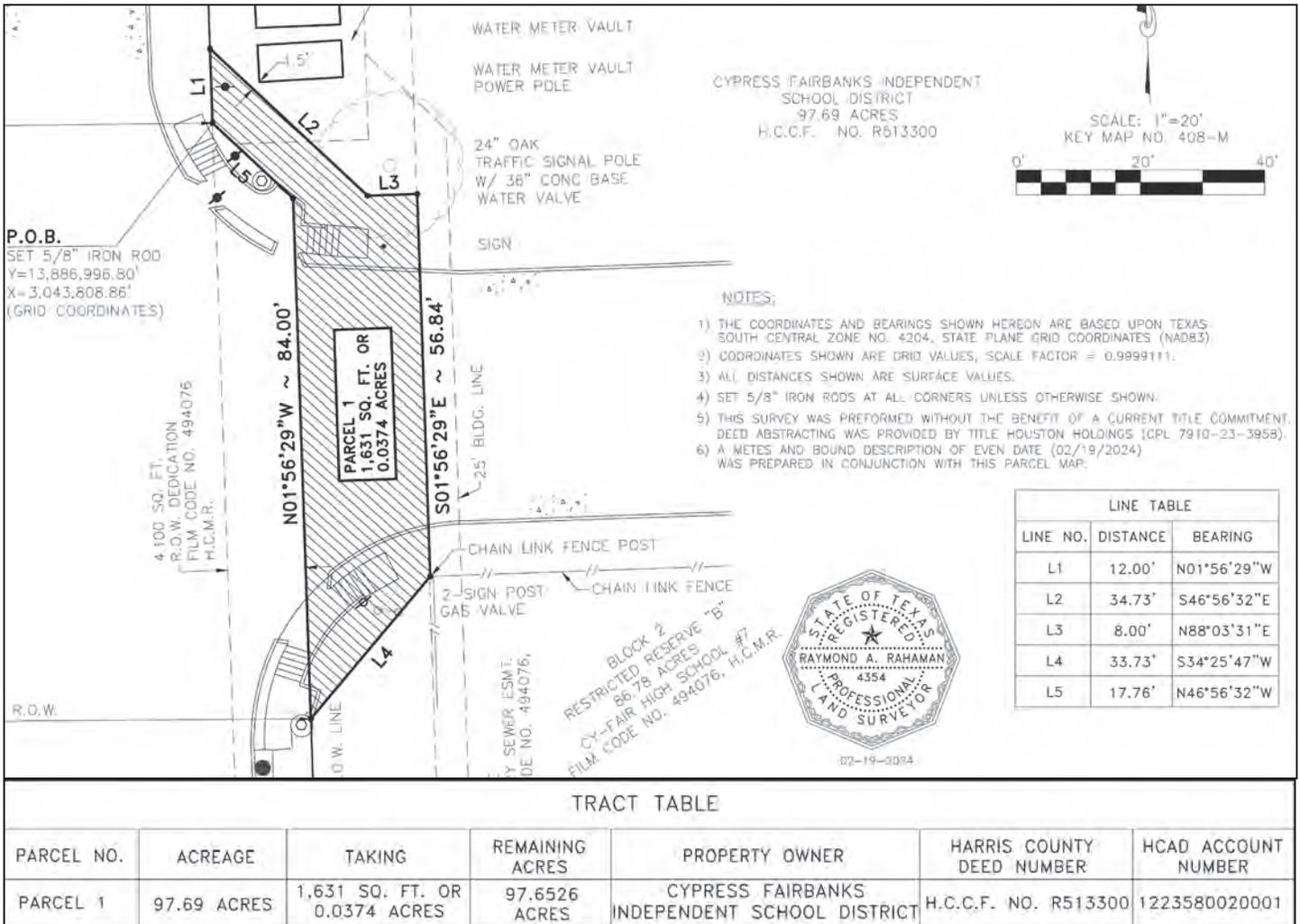


Aerial Photo of Subject's Parent, Part Taking, & Economic Unit - boundaries are estimated by a raiser
 Parent is outlined in Red,
 Part Taking Parcel 1 – Road Easement is outlined in blue,
 & Economic Unit is outlined in green
 *See Enhanced View Below





Part Taking – Parcel 1 Road Easement



Encroachment of Part Taking – Parcel 1 Road Easement

Sidewalk – N. Eldridge Pkwy-2022

UPIN 23103MF2RP01

Parcel 1

Page 1 of 2

Being a tract of land containing 1,631 square feet or 0.0374 acres situated in the D.E. Smith Survey, Abstract No. 713 in Harris County, Texas. Said 1,631-square foot tract being out of Block 2, Restricted Reserve "B" in Cy-Fair High School #7, a subdivision according to the map thereof recorded at Film Code No. 494076 of the Harris County Map Records in said Harris County, Texas. Said 1,631-square foot tract being more particularly out of a 97.69-acre tract conveyed unto Cypress Fairbanks Independent School District by deed recorded under Harris County Clerk's File No. R513300 of the Official Public Records for Real Property in said Harris County, Texas. Said 1,631-square foot tract being more particularly described by metes and bounds as follows; all bearings recited herein are referenced to the Texas Coordinate System of 1983, South Central Zone 4204-NAD83 Datum:

BEGINNING at a 5/8-inch iron rod set in the existing east right-of-way line of a public road known as North Eldridge Parkway (100' wide at this point per H.C.C.F. No. J136547 and Film Code No. 494076, H.C.M.R.). Said **POINT OF BEGINNING** also being the northwest corner of a 4,100-square foot tract dedicated for right-of-way purposes by the recorded plat of said Cy-Fair High School #7 subdivision. Said **BEGINNING POINT** also being the lower northwest corner of said tract herein described, and having grid coordinate values, North (Y) = 13,886,996.80 and East (X) = 3,043,808.86; Scale Factor = 0.9999111;

THENCE (L1) North 01°56'29" West with the existing east right-of-way line of said North Eldridge Parkway (based on a width of 100 feet), a distance of 12.00 feet to a 5/8-inch iron rod set for the northwest corner of said tract herein described;

THENCE (L2) South 46°56'32" East, a distance of 34.73 feet to a 5/8-inch iron rod set for an angle point of said tract herein described;

THENCE (L3) North 88°03'31" East, a distance of 8.00 feet to a 5/8-inch iron rod set for the northeast corner of said tract herein described;

THENCE South 01°56'29" East, a distance of 56.84 feet to a chain link fence post located for the southeast corner of said tract herein described;

THENCE (L4) South 34°25'47" West, a distance of 33.73 feet to a 5/8-inch iron rod set for the southwest corner of said tract herein described, Said point located in the east line of said 4,100 square foot tract and in the existing east right-of-way line of said North Eldridge Parkway (based on a width of 112.56 feet),

THENCE North 01°56'29" West with the existing east right-of-way line of said North Eldridge Parkway (based on a width of 112.56 feet), a distance of 84.00 feet to a 5/8-inch iron rod set for an angle point of said tract herein described and the northeast corner of said 4,100 square foot tract;

Part Taking – Parcel 1 – Road Easement – Page 1 o 2

Sidewalk – N. Eldridge Pkwy-2022
UPIN 23103MF2RP01
Parcel 1
Page 2 of 2

THENCE (L5) North 46°56'32" West with the north line of said 4,100 square foot tract, a distance of 17.76 feet to the **POINT OF BEGINNING** and containing 1,631 square feet or 0.0374 acres of land.

A parcel map of even date (02/19/2024) was prepared in conjunction with this property description.


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Part Taking – Parcel 1 – Road Easement – Page 2 o 2



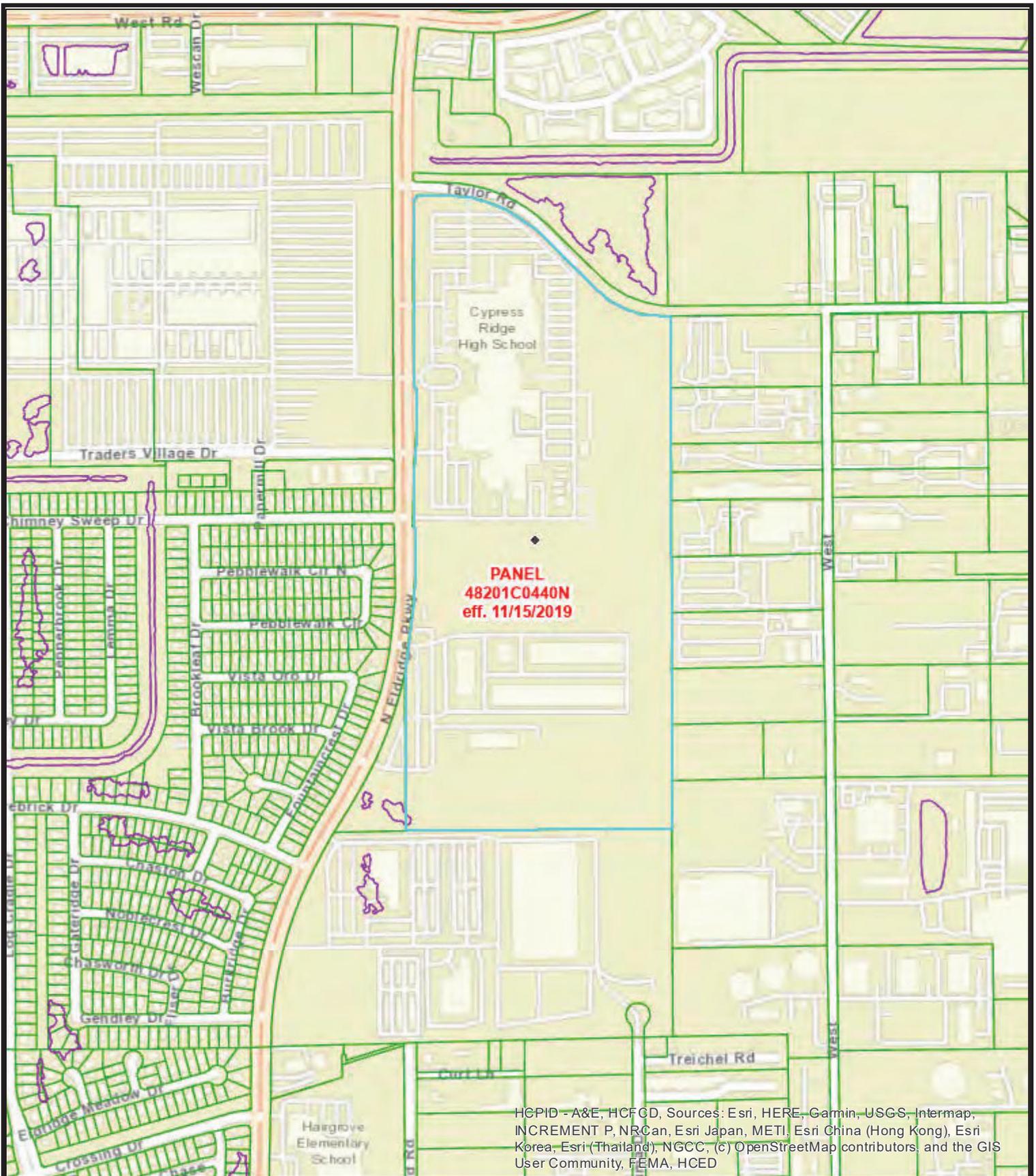
Subject as of May 24, 2024





HCA Ta a - Parent





FEMA Floodplains

ZONE SUBTYPE

- 1% ANNUAL CHANCE FLOOD HAZARD
- 0.2% ANNUAL CHANCE FLOOD HAZARD
- AREA OF MINIMAL FLOOD HAZARD
- AREA WITH REDUCED FLOOD RISK DUE TO LEVEE
- FLOODWAY

- HCFC 1ft Contours
- HCAD Parcels
- FIRM Panel
- Cross-Sections

Harris County Real Property Division

5/29/2024



THIS MAP REPRESENTS THE BEST INFORMATION AVAILABLE TO HARRIS COUNTY. HARRIS COUNTY DOES NOT WARRANT ITS ACCURACY OR COMPLETENESS. HENCE NO RESPONSIBILITY CAN BE ASSUMED BY THE PUBLISHER.

HIGHEST AND BEST USE

Highest and best use is defined as the reasonably probable and legal use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (*The Dictionary of Real Estate Appraisal*, 7th Edition). The definitions of highest and best use indicate that there are two types of highest and best use. The first type is the highest and best use of land or a site as though vacant. The second is the highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use.

Highest and best use as though vacant The value of the land is estimated as vacant. The land value is determined by its potential rather than its actual use. Any building can be demolished; the fact that most buildings are not does not negate the possibility. The possibility of removing existing improvements is the premise for the concept of highest and best use as though vacant. Land values are not penalized so long as the existing buildings have economic value. If the buildings no longer have value then demolition is appropriate. Buildings can be changed, but the basic physical characteristics of the site cannot. With these factors in mind, the following tests were conducted for the site as vacant.

Legally Permissible In all cases of highest and best use, the appraiser must determine the uses of the site which are legally permissible. The subject is located within an unincorporated portion of Harris County, Texas. Harris County does not subscribe to zoning ordinances. The parent/economic unit is not subjected to zoning ordinances. There are no other known deed restrictions, or other known restrictions as to use or value. Beyond building code requirements, there appear to be no legal impediments to the subject use or value.

In review of a plat map and from a physical inspection, there does not appear to be any adverse easements or encroachments, which affect the overall development of the site. The property does have standard utility easements and building set-back requirements. Based on the information available, there are no legal restrictions which would adversely affect the highest and best use of the subject site outside of deed restrictions.

Physically Possible Size, shape, frontage, access, Road, utility availability, drainage, etc. all represent physical limitations to development. Here, the subject size leaves a good range of potential uses. The subject parent/economic unit tract does have access to public water and sewer services via Harris County MUD 130.

Financially Feasible From a financial perspective, any property use which is expected to produce a positive rate of return is regarded as being feasible. Factors that influence which property uses are feasible include those considered under the legally permissible and physically

possible uses, as well as other factors such as location, access, adjacent property uses, and general neighborhood characteristics. These factors along with other market information help determine what returns could be expected from various property uses.

Maximally Productive In considering the maximally productive uses, the comparison of all uses determined to be physically possible, legally permissible, and financially feasible are evaluated. The maximally productive use produces the highest rate of return or the highest value to the property. Generally, it is viewed as the ideal improvement. Commercial uses are a maximally productive use of the economic unit.

Vacant The subject immediate neighborhood has a wide range of uses being industrial, retail or office developments, and strong single family backup support uses. Commercial uses are a maximally productive use of the economic unit and appears to be the most logical use of the economic unit site given the subject's location along North Eldridge Parkway.

Improved The subject's existing improvements located upon the parent tract represents a public high school. This type of development is considered to be a special use property. Given the location of the subject parent site, the current use as school/educational facility represents one of the highest and best uses of the subject site, however an alternative use with little or no modification to the improvements would be for a charter school or church use.

Conclusion The highest and best use of the subject parent/economic unit site as vacant is considered commercial use. The highest and best use of the subject parent/economic unit site as improved is the existing school use.

SALES COMPARISON APPROACH

The sales comparison approach is a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sales prices of the comparables based on the element of comparison. The sales comparison approach may be used to value improved properties, vacant land or land being considered as though vacant.

The sales comparison approach is applicable when sufficient data on recent market transactions is available. Essential information on income-producing properties derived through sales comparison is used in the income capitalization and cost approaches.

The procedure for applying the sales comparison approach includes the following:

1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.

2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.

3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.

4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.

5. Reconcile the various value indications produced from the analysis of comparables into a value conclusion. A value opinion can be expressed as a single point estimate, as a range of values, or in terms of relationship (e.g., more or less than a given amount).

There are 10 basic elements of comparison that should be considered in sales comparison analysis:

- 1) Real Property rights conveyed
- 2) Financing terms
- 3) Conditions of sale
- 4) Expenditures made immediately after the purchase
- 5) Market conditions (time)
- 6) Location
- 7) Physical characteristics – e.g., size, construction, quality, condition
- 8) Economic characteristics – e.g., expense ratios, lease provisions, management, tenant mix
- 9) Legal characteristics
- 10) Non-realty components of value

(*The Appraisal of Real Estate*, 15th Edition, pg. 362).

PROPERTY IDENTIFICATION

Property Type: Commercial Vacant Land
Property Name: Commercial Vacant Land
Property Address: NL of West Little York Rd
City, County, State: Houston, Harris County, TX 77449



SALE DATA

Grantor: Hussein Muhannad, Ghannam Nabil
Grantee: Barker Village Model Homes Subdivision
Sale Date: July 21, 2023
Financing: Cash to seller
Property Rights: Fee Simple
Recording Data: RP-2023-273917
Legal Description: Reserve A, Block 1, West Little York Rd, Harris County, Texas.

SALE ANALYSIS

Sales Price: \$650,000	Adjusted Sales Price: \$650,000
Land \$12.04 PSF	\$524,617 Per Acre

LAND INFORMATION

Land Size: 1.239 Ac. 53,970 SF	
Frontage: West Little York Rd	
Floodplain: No - Zone X	Zoning: None
Panel No.: 48201C0605M	Encumbrances: None
Panel Date: 11/15/2019	Environmental Issues: None

UTILITIES

Electricity: Yes	Sewer: Public
Gas: Yes	Telephone: Yes
Water: Public	Road: 4 In

COMMENTS

Commercial vacant land. Public utilities via Harris County MUD 157

PROPERTY IDENTIFICATION

Property Type: Commercial Vacant Land
Property Name: Commercial Vacant Land
Property Address: EL of Barker Cypress Rd
City, County, State: Houston, Harris County, TX 77084

**SALE DATA**

Grantor: Hugo Tafolla
Grantee: Helen Hyde
Sale Date: February 16, 2023
Financing: Cash to seller
Property Rights: Fee Simple
Recording Data: RP-2023-56349
Legal Description: Tract 1A-4C, Block 2, WCCRR CO Section 12, Abstract 1342, Harris County, Texas.

SALE ANALYSIS

Sales Price: \$550,000	Adjusted Sales Price: \$550,000
Land \$9.17 PSF	\$399,303 Per Acre

LAND INFORMATION

Land Size: 1.377 Ac.	60,000 SF
Frontage: Barker Cypress Rd	
Floodplain: No - Zone X	Zoning: None
Panel No.: 48201C0610M	Encumbrances: None
Panel Date: 11/15/2019	Environmental Issues: None

UTILITIES

Electricity: Yes	Sewer: Public
Gas: Yes	Telephone: Yes
Water: Public	Road: 4 In

COMMENTS

Commercial vacant land. Public Utilities via Harris County MUD 183.

PROPERTY IDENTIFICATION

Property Type: Commercial Vacant Land
Property Name: Commercial Vacant Land
Property Address: 13411 West Rd
City, County, State: Houston, Harris County, TX 77041



SALE DATA

Grantor: FBW Investments LLC
Grantee: Mammoth Holdings Texas LLC
Sale Date: February 4, 2023
Financing: Cash to seller
Property Rights: Fee Simple
Recording Data: RP-2023-52601
Legal Description: Reserve A1, Lincoln Tract, Harris County, Texas.

SALE ANALYSIS

Sales Price: \$1,534,200	Adjusted Sales Price: \$1,534,200
Land \$25.00 PSF	\$1,088,857 Per Acre

LAND INFORMATION

Land Size: 1.409 Ac.	61,368 SF		
Frontage: SL of West Rd			
Floodplain: No - Zone X	Zoning: None		
Panel No.: 48201C0440N	Encumbrances: None		
Panel Date: 11/15/2019	Environmental Issues: None		

UTILITIES

Electricity: Yes	Sewer: Public
Gas: Yes	Telephone: Yes
Water: Public	Road: 4 ln

COMMENTS

Commercial vacant land. Listed as 3.2 acre tract at the southwest corner of West Rd and N. Eldridge Pkwy for 22 months at the asking price of \$30.00 psf. In February 2023 +-1.409 acre (non-corner) sold for \$25.00 psf. Public water/sewer via Harris County MUD 130, & 100% FEMA Zone X, Buyer intends to develop site with car wash facility. Please note that detention is in place via a detention pond to the west of the tract.

PROPERTY IDENTIFICATION

Property Type: Commercial Vacant Land
Property Name: Commercial Vacant Land
Property Address: 9010 West Rd
City, County, State: Houston, Harris County, TX 77064

**SALE DATA**

Grantor: Anu Development Inc
Grantee: Rios Santiago (Beckendorf Road Business
Sale Date: August 19, 2022
Financing: Cash to seller
Property Rights: Fee Simple
Recording Data: RP-2022-424498
Legal Description: 1.06 acres or 46,182 square feet of land being Reserve A, Block 1, West at Gessner Reserves, Harris County, Texas

SALE ANALYSIS

Sales Price:	\$742,500	Adjusted Sales Price:	\$742,500
Land	\$16.08 PSF		\$700,344 Per Acre

LAND INFORMATION

Land Size:	1.060 Ac.	46,182 SF		
Frontage:	NL of West Rd			
Floodplain:	No - Zone X	Zoning:	N/A	
Panel No.:	48201C0445M	Encumbrances:	None	
Panel Date:	6/9/2014	Environmental Issues:	None	

UTILITIES

Electricity:	Yes	Sewer:	Public
Gas:	Yes	Telephone:	Yes
Water:	Public	Road:	4 ln

COMMENTS

Confirmed Land Sale (Listing Broker - Farid Chatur, Apex Realtors) Retail pad site situated along the north line of West Road (Holiday Inn Hotel adjacent to the north). Buyer plans to construct multi-tenant retail center. Public utilities available via West Harris County MUD 11

LOCATION MAP

Borrower or Owner:

Subject Address: NEC of N. Eldridge Pkwy & Chimney Sweep

Census Tract: 5408.00

City: Houston

County: Harris

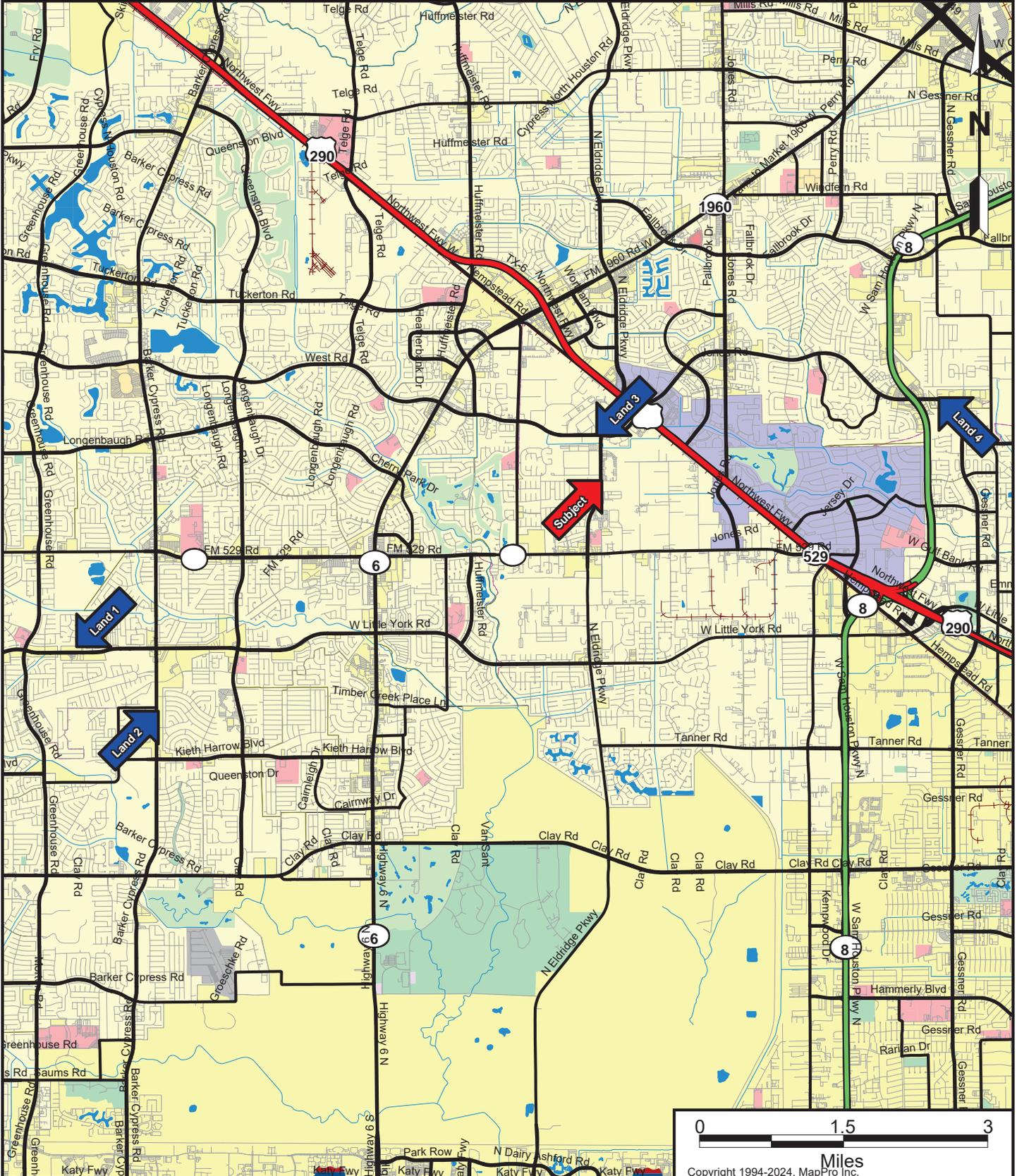
State: TX

Zip Code: 77041

Lender or Client:

Lat: 29.8906

Long: -95.606



CAUTION:

The location of property arrows shown on this map are approximate only. Inaccuracies may exist on map such as missing, incorrectly drawn, or incorrectly addressed streets. Please report any such inaccuracy to MapPro, Inc. so that appropriate corrections can be made.

SITE ANALYSIS

The sales comparison approach utilizes sales transactions of area properties considered comparable to at least some characteristics of the subject site. The most basic requirement is that the comparable sales are located within proximity to the subject neighborhood and have sold in the open market in the recent past. This analysis was conducted within the framework of the definition of market value, as described within the report. It requires a valuation of the site, as vacant, as in its highest and best use. As stated in the neighborhood and highest and best use analyses, economic conditions in the Greater Houston and surrounding areas are stable in most areas.

In order to develop a value estimate for the subject economic unit tract, the sales records of Harris County were searched through MLS as well as other data services. When comparing the available sales to the subject, the factors considered to be the most critical were time, location, size, and physical characteristics. Each sale was compared to the subject economic unit on that basis. The following is a discussion of the comparisons used in our analysis.

Conditions of Sale This takes into consideration unusual features of the transaction, such as unusual influences among the sale parties, existing improvements on the sales at the date of the transaction, or whether or not the sale took place under open market conditions. It appears that the sales were unaffected by conditions of sale.

Market Conditions Time The market condition (time) adjustment is considered and the lack of sales activity in some real estate sectors may point to the need for this adjustment. The sales occurred during the last 2 years, having occurred between August 2022 and July 2023. Changes in market conditions during that period are considered. Sales 1, 2, 3, and 4 are each considered to be inferior with respect to market (time) conditions.

Size The size adjustments are derived based on the principle that a smaller parcel will typically sell for more on a per acre basis than a larger parcel, all other factors being equal. This is particularly important in this reconciliation of land sales because the sales varied from the subject (economic unit) site in size. In this instance, the four sales range in size from 1.060 acres to 1.409 acres and are considered comparable to the subject with respect to size.

Location Location is a very important factor affecting property values in the subject area. Those properties having frontage along major or primary roadways are superior for commercial uses to those properties located on secondary roadways. This is primarily because of the greater visibility and accessibility from passing traffic. The opposite is often true for residential uses. Location is a subjective factor and often difficult to quantify.

All of the sales were taken from the immediate subject neighborhood, all with good frontage. The sales are generally similar in location. We applied our best judgment estimate to arrive at the differences for location after viewing the subject property and all of the land sales. In this instance, Sales 1 and 2 are inferior to the subject with respect to location.

lood lain While not completely prohibitive to development floodplain influence is considered for those sales that are affected. All the sales are comparable to the subject with respect to floodplain.

ilities The subject does have public water and public sewer. In this instance, All of the sales were considered comparable to the subject with respect utilities.

P ytical C aracteristics The physical characteristics of the sales are considered in comparison to the subject property. This includes such factors as corner location/influence, road frontage, and shape with respect to development. Sales 1, 2, and 4 are inferior as compared to the subject with respect to corner location/influence. Sale 1 is considered to be inferior with respect to frontage as compared to the subject. Sale 3 is superior as compared to the subject with respect to detention being in place.

Conclusion The land sales grid for the comparable sales is presented immediately following this section. We were able to confirm sales in the subject neighborhood that are comparable to the subject. The sales used to derive a final value opinion for the subject (economic unit) site were considered to be sufficient and reasonable in quality. As seen on the land sales adjustment grid the sales range in unadjusted prices from 9.17 per square foot to 25.00 per square foot. It is my opinion that the subject property should have a value at approximately 20.00 per square foot. The value of the subject economic unit property and part taking are calculated below.

alue o Im ro ements in t e Taking There are improvements within the part taking, which will need to be compensated for. Specifically, located within the part taking ROW easement is approximately 1,200 square feet of concrete paving and a low-rise metal sign within the road easement taking area.

The subject's concrete paving is included at 10.00 per linear foot or 12,000 and the low-rise metal sign is included at a cost of 500.00. To this 10 entrepreneurial profit is added and results in a total cost new with profit of 13,750.

The improvements are considered 20 depreciated (5/25) or a total depreciation of 2,750. This results in a total contributory value of the improvements in the taking of 11,000. A cost schedule follows the land sales grid. The contributory value of the improvements will be added to the land value for a total value of the whole part taking. The value of the part taking is calculated below.

Value of the Subject Economic Unit Tract and Part Taking			
Economic Unit		Fee MV	
Land	43,560 SF	20.00 psf	871,200
Value of the Improvements in the Taking			11,000
Total			\$882,200
<hr/>			
Partial Taking Parcel 1 Road Easement		100% of Fee MV	
Parcel 1 - Road Easement	1,631 SF	20.00 psf	32,620
Value of the Improvements in the Taking			11,000
		Total	43,620
Total			\$43,620

AN SA ESA ST ENT RI

	1	2	3	4	Eco nit
Location	NL of West Little York	EL of Barker Cypress Rd	13411 West Rd	9010 West Rd	NEC of N. Eldridge Pkwy & Chimney Sweep Dr
Date of Sale	Jul-23	Feb-23	Feb-23	Aug-22	May-24
Size (SF)	53,970	60,000	61,368	46,182	43,560
Size (Acres)	1.239	1.377	1.409	1.060	1.000
Sale Price \$PS	\$12.04	\$.1	\$25.00	\$16.08	
Financing	Comparable	Comparable	Comparable	Comparable	Comparable
Condition of Sale	Comparable	Comparable	Comparable	Comparable	Comparable
Cash Adj. Sale Price	12.04	9.17	25.00	16.08	
Time	Inferior	Inferior	Inferior	Inferior	
Time Adj. Sale Price	12.04	9.17	25.00	16.08	
Size	Comparable	Comparable	Comparable	Comparable	
Location	Inferior	Inferior	Comparable	Comparable	
Flood	Comparable	Comparable	Comparable	Comparable	
Utilities	Comparable	Comparable	Comparable	Comparable	
Phys. Char.	Inferior	Inferior	Superior	Inferior	
Overall Com arability	In erior	In erior	Su erior	In erior	

t m n t

COST SCHEDULE FOR PROJECTS IN TALENT

Direct Construction Costs			
Concrete Paving	1,200 sf	10.00 psf	12,000
Low-Rise Metal Sign	1	500.00 per	<u>500</u>
			12,500
Plus Indirect Costs			
Entrepreneurial Profit	10	of Direct Costs	<u>1,250</u>
Total Improvement Investment			\$13, 50
Less Depreciation			
Physical & Functional Curable			0
Physical Incurable	20.00	(2,750.00)	(2,750.00)
Functional Obsolescence			0
External Obsolescence			<u>0</u>
Total Depreciation			<u>(2,750.00)</u>
Contributory Value of Improvements in the Taking			\$11,000

HARRIS COUNTY 'S SITE A - N. E. RI EP - 2022 PROJECT
PARCE 1 - ROAD EASEMENT
AN EOPARTIAL TAKING

Due to the size and shape of the partial taking, which is a small and narrow tract of land that cannot stand alone for development purposes. Therefore, the highest and best use of the partial taking is in conjunction with the whole property/economic unit and is estimated to have the same per unit value as the whole property/economic unit. The partial taking does not adversely affect the use of the whole after the taking. It is my opinion that the value of the partial taking follows:

Value of the Subject Economic Unit Tract and Part Taking			
Economic Unit		Fee MV	
Land	43,560 SF	20.00 psf	871,200
Value of Improvements in Taking			11,000
Total			\$882,200
<hr/>			
Partial Taking Parcel 1 Road Easement		100 % of Fee MV	
Parcel 1 - Road Easement	1,631 SF	20.00 psf	32,620
Value of Improvements in Taking			11,000
		Total	43,620
Total			\$43,620

ANALYSIS OF REMAINDER BEFORE TAKING

The next step is to estimate the value of the remainder before the taking. This is simply a mathematical process whereby the value of the partial taking is subtracted from the value of the whole property as seen below.

Whole Property	882,200
Value of Partial Taking (Parcel 1)	(32,620)
Value of Improvements in Taking	(11,000)
Value of Remainder Before Taking	838,580

A E O R E A I N E R A T E R T A I N

The remainder parcel will have essentially the same location and physical characteristics before and after the acquisition. The taking does not change the highest and best use of the subject property, nor does it materially change the property. Using the same sales and all of the same adjustments with the exception of size (subject now a 0.9626-acre or 41,929 SF tract) the appraiser believes the subject land value is not changed and still in the same range as before the take. Therefore, it is the appraiser's opinion there is no diminution in the value of the remainder resulting from the partial acquisition. The price per unit is considered to be the same as the whole/economic unit property. The estimated remainder after value follows:

Remainder A t e r t e Taking
838,580

A A E S

The damages to the property are calculated as the difference between the remainder before the taking and the remainder after the taking as follows:

Remainder Before Taking	838,580
Less: Remainder After Taking	<u>(838,580)</u>
Damages (Land)	0

C O S T T O C U R E

As noted, the subject has improvements which are depreciated on the cost schedule. Due to the fact that the property owner cannot build these improvements already depreciated the appraiser must add back the depreciation (only the low-rise metal sign) on the cost schedule as the cost to cure to adequately compensate the property owner for the items. The cost of the low-rise metal sign was included at a cost of 500.00. Adding 10% profit results in a cost of 550.00. Subtracting out 20% depreciation results in a depreciation amount of 110.00. The depreciation of this item based on the method on the cost schedule. Total cost to cure is thus 110.00.

TOTAL COMPENSATION

The total compensation is estimated by the value of the part taken, plus damages, plus the cost-to-cure as follows:

Total Value of Part Taken – Parcel 1	32,620
Value of the Improvements in the Taking.....	11,000
Damages.....	0.00
Cost-to-Cure.....	<u>110.00</u>
Total Compensation	\$43,730

ADDENDA



OFFICE OF THE COUNTY ENGINEER
DR. MILTON RAHMAN, P.E., PMP, CFM, ENV SP

April 29, 2024

Scott Stephens, MAI
Attn: Ryan Dagley, MAI
15021 Bohemian Hall Road
Crosby, TX 77532

Re: **Harris County Appraisal Assignment**
Precinct: 3
Project: Sidewalk - N. Eldridge Pkwy - 2022

Dear Mr. Dagley:

The referenced properties are being considered for purchase as part of Harris County's **Sidewalk - N. Eldridge Pkwy - 2022** project. In order to proceed with the process, a Current Market, Road Easement appraisal are needed. To accept this assignment, please sign and return this form to HCEDAAppraisalGroup@harriscountytexas.gov.

If this assignment is accepted, the completed appraisal reports should be submitted to HCEDAAppraisalGroup@harriscountytexas.gov no later than Thursday, June 13, 2024, along with an invoice that references the Harris County Purchase Order Number HCNTY-0000085998. Your invoice should reflect a total of [REDACTED] for the below referenced tract assignments.

A certified letter from your office should be sent as proof of providing the opportunity to the property owner(s) or their representative(s) to accompany the appraiser during the appraiser's inspection of the properties. Once the property inspection is scheduled, send a calendar invite to HCEDAAppraisalGroup@harriscountytexas.gov at least 48 hours in advance of the inspection.

Tract	Tract Address	Acquisition Type	Fee
1	0 N Eldridge Pky Houston TX 77041	Road Easement	[REDACTED]
2	7130 Verde Meadow CT Houston TX 77041	Sidewalk Easement	[REDACTED]
3	0 Crossing Dr Houston TX 77041	Visibility Easement	[REDACTED]
4	7979 N Eldridge Pky Houston TX 77041	Visibility Easement	[REDACTED]

Scope of Work: This assignment should comply with the terms and general scope of services as defined in the Agreement for Professional Services in effect between you, and Harris County, and handled through the Harris County Real Property Division. All requested services shall adhere to the Uniform Standards of Professional Appraisal Practice (USPAP) standards and valuation governed by the Texas Appraisal Licensing and Certification Board (TALCB).

Do not hesitate to call if you have any questions.



OFFICE OF THE COUNTY ENGINEER
DR. MILTON RAHMAN, P.E., PMP, CFM, ENV SP

Sincerely,

A handwritten signature in black ink that reads "Brian Bradbury".

Brian Bradbury
Appraisal Manager

Enclosures

Acknowledgement:

A handwritten signature in blue ink that reads "Ryan Dagley".

Ryan Dagley, MAI

SCOTT STEPHENS & ASSOCIATES, INC.

Real Estate Appraisers Consultants
15021 Bohemian Hall Road
Crosby, Texas 77532
Phone: (713) 451-3600
Fax: (713) 451-3300
www.scottstephensandassociates.com



Scott P. Stephens, MAI, AI-GRS, CEO



Ryan J. Dagley, MAI, President

April 30, 2024

Cypress Fairbanks ISD
PO Box 692003
Houston, TX 77269-2003

Re: Harris County Appraisal Assignment
Project: Sidewalk – N. Eldridge Pkwy - 2022
Tract(s): 1
Address: 0 N Eldridge Pky, Houston, TX 77041

Dear Cypress Fairbanks ISD:

Scott Stephens & Associates, Inc. has been contracted by the Harris County Engineering Department. The referenced properties are being considered for purchase as part of Sidewalk – N. Eldridge Pkwy - 2022. In order to proceed with this consideration, a **Road Easement** appraisal is needed. The property owner must be afforded the opportunity to accompany the appraiser at the time of the field visit to the property if they desire. Should you desire to accompany us on an inspection of the above referenced property or have questions, please contact me before May 8, 2024, at the following telephone numbers or e-mail address: Office (713) 451-3600, Cell (281) 685-1000, e-mail: rdagley@stephensappraisals.com.

Respectfully Submitted,
Scott Stephens & Associates, Inc.

by Ryan J. Dagley, MAI, President
State Certified General RE Appraiser
Certificate No. TX-1335208-G

SPS/RJD/ym

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
1223580020001

Tax Year: 2024



Owner and Property Information										
Owner Name & Mailing Address: CYPRESS FAIRBANKS ISD PO BOX 692003 HOUSTON TX 77269-2003					Legal Description: RES B BLK 2 (SCHOOL USE) CY-FAIR HIGH SCHOOL #7					
					Property Address: 0 N ELDRIDGE PKY HOUSTON TX 77041					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
XV -- Other Exempt (Government)	8000 -- Land Neighborhood General Assignment		0	3,780,000 SF	0	0	9100	4016 -- Far Northwest	4862A	408M

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
Total	004	CYPRESS-FAIRBANKS ISD	56,340,000	Not Certified	1.081100	
	040	HARRIS COUNTY	56,340,000	Not Certified	0.350070	
	041	HARRIS CO FLOOD CNTRL	56,340,000	Not Certified	0.031050	
	042	PORT OF HOUSTON AUTHY	56,340,000	Not Certified	0.005740	
	043	HARRIS CO HOSP DIST	56,340,000	Not Certified	0.143430	
	044	HARRIS CO EDUC DEPT	56,340,000	Not Certified	0.004800	
	045	LONE STAR COLLEGE SYS	56,340,000	Not Certified	0.107600	
	430	HC MUD 130	56,340,000	Not Certified	0.290000	
	633	HC EMERG SRV DIST 9	56,340,000	Not Certified	0.044360	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2023			Value as of January 1, 2024		
	Market	Appraised		Market	Appraised
Land	0		Land	0	
Improvement	0		Improvement	0	
Total	0	0	Total	0	0

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8000 -- Land Neighborhood General Assignment	4612	SF	3,780,000	1.00	1.00	1.00	--	1.00	0	0	0

Building

Vacant (No Building Data)

Extra Features

Line	Description	Quality	Condition	Units	Year Bult
1	SCHOOL&BUS BARN	Average	Average	45,000.00	0



Ownership History: 1223580010001

**0 TAYLOR RD
HOUSTON TX 77041**

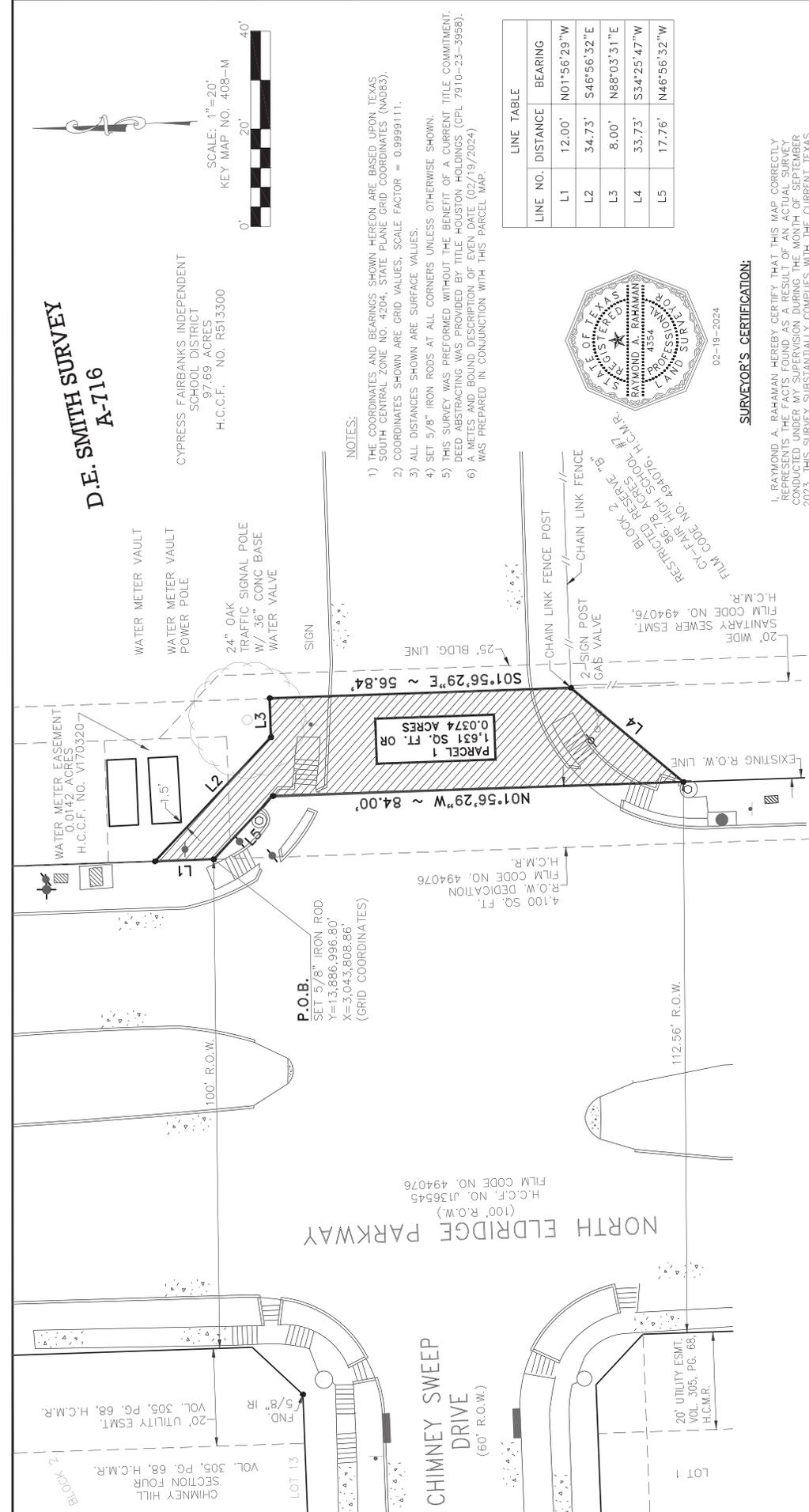
Owner	Effective Date
CYPRESS FAIRBANKS ISD	01/01/2002
CY-FAIR ISD	01/01/2002

[end of record]

-close window-

**D.E. SMITH SURVEY
A-716**

CYPRESS FAIRBANKS INDEPENDENT
SCHOOL DISTRICT
97.69 ACRES
H.C.C.F. NO. R513300



NOTES:

- 1) THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON TEXAS SOUTH CENTRAL ZONE NO. 4204, STATE PLANE GRID COORDINATES (NAD83).
- 2) COORDINATES SHOWN ARE GRID VALUES, SCALE FACTOR = 0.9999111.
- 3) ALL DISTANCES SHOWN ARE SURFACE VALUES.
- 4) SET 5/8" IRON RODS AT ALL CORNERS UNLESS OTHERWISE SHOWN.
- 5) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. DEED ABSTRACTING WAS PROVIDED BY TITLE HOUSTON HOLDINGS (CPL 7910-23-3958).
- 6) A METES AND BOUND DESCRIPTION OF EVEN DATE (02/19/2024)

LINE NO.	DISTANCE	BEARING
L1	12.00'	N01°56'29"W
L2	34.73'	S46°56'32"E
L3	8.00'	N88°03'31"E
L4	33.73'	S34°25'47"W
L5	17.76'	N46°56'32"W



02-19-2024

SURVEYOR'S CERTIFICATION:

I, RAYMOND A. RAHAMAN HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS THE FACTS FOUND AS A RESULT OF AN ACTUAL SURVEY CONDUCTED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER 2023. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2 SURVEY.

Raymond A. Rahaman

RAYMOND A. RAHAMAN, R.P.L.S. NO. 4354
TEXAS FIRM REGISTRATION NO. 10038100

TRACT TABLE

PARCEL NO.	ACREAGE	TAKING	REMAINING ACRES	PROPERTY OWNER	HARRIS COUNTY DEED NUMBER	HEAD. ACCOUNT NUMBER
PARCEL 1	97.69 ACRES	1.631 SQ. FT. OR 0.0374 ACRES	97.6526 ACRES	CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT	H.C.C.F. NO. R513300	1223580020001

NO.	PER HARRIS COUNTY COMMENTS	DATE	NAME
Δ		12/11/23	R.A.R.



WGC
WESTERN GROUP CONSULTANTS
10000 West Loop South, Suite 1500
Houston, Texas 77039
Phone: 713-465-6653

PROJECT NO: Sidewalk - N Eldridge Pkwy - 2022
DATE: 02-19-2024
DRAWN BY: R.A.R.
SCALE: 1"=20'
SHEET 1 OF 4
LAND TITLE SURVEY
PARCEL MAP 1
UPIN 23103MF2RP01

**HARRIS COUNTY
ENGINEERING DEPARTMENT**

Being a tract of land containing 1,631 square feet or 0.0374 acres situated in the D.E. Smith Survey, Abstract No. 713 in Harris County, Texas. Said 1,631-square foot tract being out of Block 2, Restricted Reserve "B" in Cy-Fair High School #7, a subdivision according to the map thereof recorded at Film Code No. 494076 of the Harris County Map Records in said Harris County, Texas. Said 1,631-square foot tract being more particularly out of a 97.69-acre tract conveyed unto Cypress Fairbanks Independent School District by deed recorded under Harris County Clerk's File No. R513300 of the Official Public Records for Real Property in said Harris County, Texas. Said 1,631-square foot tract being more particularly described by metes and bounds as follows; all bearings recited herein are referenced to the Texas Coordinate System of 1983, South Central Zone 4204-NAD83 Datum:

BEGINNING at a 5/8-inch iron rod set in the existing east right-of-way line of a public road known as North Eldridge Parkway (100' wide at this point per H.C.C.F. No. J136547 and Film Code No. 494076, H.C.M.R.). Said **POINT OF BEGINNING** also being the northwest corner of a 4,100-square foot tract dedicated for right-of-way purposes by the recorded plat of said Cy-Fair High School #7 subdivision. Said **BEGINNING POINT** also being the lower northwest corner of said tract herein described, and having grid coordinate values, North (Y) = 13,886,996.80 and East (X) = 3,043,808.86; Scale Factor = 0.9999111;

THENCE (L1) North 01°56'29" West with the existing east right-of-way line of said North Eldridge Parkway (based on a width of 100 feet), a distance of 12.00 feet to a 5/8-inch iron rod set for the northwest corner of said tract herein described;

THENCE (L2) South 46°56'32" East, a distance of 34.73 feet to a 5/8-inch iron rod set for an angle point of said tract herein described;

THENCE (L3) North 88°03'31" East, a distance of 8.00 feet to a 5/8-inch iron rod set for the northeast corner of said tract herein described;

THENCE South 01°56'29" East, a distance of 56.84 feet to a chain link fence post located for the southeast corner of said tract herein described;

THENCE (L4) South 34°25'47" West, a distance of 33.73 feet to a 5/8-inch iron rod set for the southwest corner of said tract herein described. Said point located in the east line of said 4,100 square foot tract and in the existing east right-of-way line of said North Eldridge Parkway (based on a width of 112.56 feet),

THENCE North 01°56'29" West with the existing east right-of-way line of said North Eldridge Parkway (based on a width of 112.56 feet), a distance of 84.00 feet to a 5/8-inch iron rod set for an angle point of said tract herein described and the northeast corner of said 4,100 square foot tract;

Sidewalk – N. Eldridge Pkwy-2022
UPIN 23103MF2RP01
Parcel 1
Page 2 of 2

THENCE (L5) North 46°56'32" West with the north line of said 4,100 square foot tract, a distance of 17.76 feet to the **POINT OF BEGINNING** and containing 1,631 square feet or 0.0374 acres of land.

A parcel map of even date (02/19/2024) was prepared in conjunction with this property description.

Raymond A. Rahaman

Raymond A. Rahaman
Registered Professional Land Surveyor No. 4354
Western Group Consultants
Texas Firm No. 10038100
11111 Katy Freeway, Suite 520
Houston, Texas 77079
(713) 465-6655



2/19/24

CHRISTIAN D. MENEFEE
COUNTY ATTORNEY
HARRIS COUNTY, TEXAS

C. A. FILE NO: 24ATE0048

This is a copy of a preliminary title report made for the use of the County Attorney of Harris County, Texas only. If a copy is furnished to any other person, firm, corporation or department, it is to facilitate negotiations, the preparation of the necessary instruments, to point out curative requirements, if any, and to show the results of the County Attorney's title search (upon which only his office may rely). None of the information constitutes a representation to any party other than the County Attorney as to the status of title. This report is preliminary only and additional requirements may be made before final approval of title.



EXAMINATION CERTIFIED TO: March 27, 2024

REQUESTED BY: Real Property Division

PROJECT: Sidewalk - N. Eldridge Pkwy - 2022

TRACT: 1

PROPERTY DESCRIPTION:

86.78 Acres, more or less, out of Reserve "B", Block Two (2), of Cy-Fair High School #7, an addition in Harris County, Texas, according to the map or plat recorded in Film Code Number 494076, Map Records of Harris County, Texas.

TITLE VESTED IN:

Cypress Fairbanks Independent School District

BY VIRTUE OF:

Special Warranty Deed dated August 2, 1995, from C.W. Austin, Trustee, recorded under County Clerk's File Number R513300 of the Official Real Property Records of Harris County, Texas.

SUBJECT TO:

1. Taxes, possession, and homestead claims, if any.
2. EASEMENTS:
 - (A) Easement for pipeline purposes, granted to Humble Pipe Line Company by instrument dated July 29, 1919, and recorded in Volume 421, Page 570 of the Deed Records of Harris County, Texas.
 - (B) Amendment of Easement, granted to Exxon Pipeline Company by instrument dated July 31, 1973, and recorded under County Clerk's File Number D958405 of the Official Public Records of Real Property of Harris County, Texas.
 - (C) Water Line Easement granted to West Harris County Regional Water Authority by instrument dated February 9, 2004, and recorded under County Clerk's File Number X455509 of the Official Public Records of Real Property of Harris County, Texas.
 - (D) Water Line Easement granted to West Harris County Regional Water Authority by instrument dated June 14, 2004, and recorded under County Clerk's File Number X772602 of the Official Public Records of Real Property of Harris County, Texas.
 - (E) Water Meter Easement, granted to Harris County Municipal Utility District No. 130 by instrument dated June 10, 2002, and recorded under County Clerk's File Number V916254 of the Official Public Records of Real Property of Harris County, Texas.
 - (F) Affidavit to the Public granted by instrument dated July 15, 2020, and recorded under County Clerk's File Number RP-2020-337454 of the Official Public Records of Real Property of Harris County, Texas.
 - (G) Permittee Certification of Storm Water Quality Management Requirements dated July 15, 2020, and recorded under County Clerk's File Number RP-2020-337455 of the Official Public Records of Real Property of Harris County, Texas.
 - (H) Subject to any visible or apparent easements and/or right-of-ways on, over, under or across the subject property found on that certain map or plat of Cy-Fair High School #7, as set forth and described by instrument recorded in Film Code Number 494076 of the Map Records of Harris County, Texas.
 - (I) Subject to any visible or apparent easements and/or right-of-ways on, over under or across the subject property.

3. VOLUNTARY LIENS:

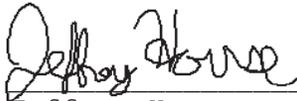
- (A) None of record.

4. OTHER EXCEPTIONS:

- (A) Restrictions applicable to the subject property as reflected by that map or plat of Cy-Fair High School #7, recorded in Film Code Number 494076 of the Map Records of Harris County, Texas.
- (B) Restrictions applicable to the subject property as reflected by instrument(s) recorded under County Clerk's File Number H181421 of the Official Public Records of Real Property of Harris County, Texas.
- (C) This report was prepared without the benefit of a metes and bounds description or a survey.
- (D) Mineral title was not traced and all minerals are hereby excepted to.

5. REQUIREMENTS:

- (A) Secure a conveyance from Cypress Fairbanks Independent School District.
- (B) The property description herein is inadequate. We must be furnished with a current acceptable survey and field note description of the tract to be acquired.



Jeffrey House
Title Examiner

DEPARTMENTAL COMMUNICATION

TO: Real Property Division

DATE: April 5, 2024

ATTN: Cherita Peeler

FROM: CHRISTIAN D. MENEFEE
County Attorney

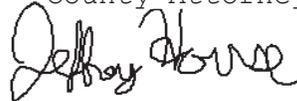
RE: Sidewalk - N. Eldridge Pkwy.
- 2022

Tract: 1

C. A. File No. 24ATE0048

Transmitted herewith please find a preliminary title report in connection with the captioned tract.

CHRISTIAN D. MENEFEE
County Attorney



Jeffrey House
Title Examiner

attachments

The information below may help in locating the following party:

Most recently listed address, according to the Harris County Appraisal District:

Cypress Fairbanks ISD
P.O. Box 692003
Houston, TX 77269-2003

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Cypress Fairbanks ISD

Street and Apt. No., or PO Box No.

PO Box 692003

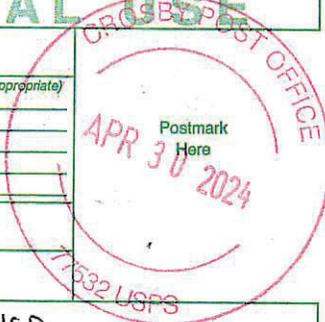
City, State, ZIP+4®

Houston, TX 77069-2003

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0001 3723 7149



When a Public Agency Acquires Your property

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your

CUANDO UNA AGENCIA PÚBLICA

ADQUIERE SU PROPIEDAD

**EE.UU. Departamento de
Vivienda y Desarrollo Urbano**
Oficina de Planeación y
Desarrollo Comunitario

www.hud.gov/relocation

Introducción

Este folleto describe características importantes de la **Ley de Políticas de Asistencia Uniforme de Reubicación y Adquisición de Propiedad Real de 1970**, enmendada (URA) y proporciona información general sobre adquisición pública de bienes inmuebles (propiedad real) que debería serle útil.

La mayoría de las adquisiciones de bienes inmuebles por parte de una agencia pública para un proyecto federal o un proyecto en el que se utilizan fondos federales están cubiertos por la URA. Si se le notifica que se adquirirá su propiedad para un proyecto con esas características, es importante que conozca sus derechos bajo esta importante ley.

Es posible que este folleto no responda todas sus preguntas. Si tiene más preguntas sobre la adquisición de su propiedad, comuníquese con la Agencia responsable del proyecto. (Consulte el reverso de este folleto para conocer el nombre de la persona a contactar en la Agencia). Pregunte sus dudas antes de vender su propiedad. Después, puede ser demasiado tarde.

Preguntas generales

¿Qué derecho tienen las agencias públicas de adquirir mi propiedad?

El gobierno federal y todos los gobiernos estatales tienen ciertos poderes necesarios para operar de manera efectiva. Por ejemplo, tienen el poder de recaudar impuestos y el poder de mantener el orden. Asimismo, otro poder gubernamental es el de adquirir propiedad privada para fines públicos. Esto se conoce como el poder del dominio eminente.

Sin embargo, los derechos de cada uno de nosotros están protegidos por las Enmiendas Quinta y Decimocuarta de la Constitución de los EE.UU. y por las constituciones estatales y las leyes de dominio eminente que garantizan que si una agencia pública toma propiedad privada debe pagar una "compensación justa" al propietario. La URA proporciona protecciones adicionales, como se explica en este folleto.

¿Quién tomó la decisión de comprar mi propiedad?

La decisión de adquirir una propiedad para un proyecto público generalmente involucra a muchas personas y muchas decisiones. La decisión final para continuar

property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In

con el proyecto se toma únicamente después de realizar una revisión exhaustiva, que puede incluir audiencias públicas para obtener las opiniones de los ciudadanos interesados.

Si tiene alguna pregunta sobre el proyecto o la selección de su propiedad para la adquisición, debe consultar a un representante de la Agencia responsable del proyecto.

¿Cómo determinará la Agencia cuánto ofrecerme por mi propiedad?

Antes de hacerle una oferta, la Agencia obtendrá al menos un avalúo de su propiedad por un valuador de bienes raíces competente que esté familiarizado con los valores locales de la propiedad. El valuador inspeccionará su propiedad y preparará un informe que incluya su opinión profesional sobre el valor justo conforme al mercado actual. Después de que el valuador haya completado su trabajo, un valuador de revisión examinará el informe de valuación para asegurar que la estimación sea justa y que el trabajo cumpla con los estándares de valuación profesional.

La Agencia debe ofrecerle una "compensación justa" por su propiedad. Esta cantidad no puede ser inferior al valor justo de mercado valuado de la propiedad. La "compensación justa" por su propiedad no tiene en cuenta sus necesidades de reubicación. Si resulta elegible para asistencia de reubicación, esto será adicional.

¿Qué es valor justo de mercado?

El valor justo de mercado a veces se define como la cantidad de dinero que probablemente se pagaría por una propiedad en una venta entre un vendedor dispuesto, que no tiene que vender, y un comprador dispuesto, que no tiene que comprar. En algunas áreas se puede usar un término o definición distintos.

El valor justo de mercado de una propiedad generalmente se considera "compensación justa". El valor justo de mercado no tiene en cuenta elementos intangibles como el valor sentimental, la buena voluntad, las ganancias comerciales o cualquier valor especial que su propiedad pueda tener para usted o para la Agencia.

¿Cómo es que un valuador determina el valor justo de mercado de mi propiedad?

Cada predio de bienes inmuebles es distinto, por lo que no se puede diseñar una fórmula única para valuar todas las propiedades. Entre los factores que un valuador generalmente considera al estimar el valor de los bienes inmuebles se encuentran:

- Cómo se compara con propiedades similares en el área que se han vendido recientemente.
- Cuántos ingresos de alquiler podría producir.
- Cuánto costaría reproducir los edificios y otras estructuras, menos cualquier depreciación.

¿Tendré la oportunidad de hablar con el valuador?

the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed

Sí. Se le contactará y se le dará la oportunidad de acompañar al valuador cuando inspeccione su propiedad. Luego, puede informar al valuador sobre cualquier característica especial que considere que puede agregar valor de su propiedad. Le conviene proporcionar al valuador la mayor cantidad de información posible para asegurarse de que no pase por alto nada de valor permitido. Si no puede reunirse con el valuador, probablemente desee que una persona familiarizada con su propiedad lo represente.

¿Qué tan pronto recibiré una oferta de compra por escrito?

En general, esto dependerá de la cantidad de trabajo requerido para valuar su propiedad. En el caso de una casa unifamiliar típica, generalmente es posible hacer una oferta de compra por escrito dentro de los siguientes 45 a 60 días a partir de la fecha en que se selecciona un valuador para valuar la propiedad.

Inmediatamente después de que se haya revisado la valuación (y se hayan obtenido las correcciones necesarias), la Agencia determinará una compensación justa y le dará una oferta de compra por escrito con ese monto junto con un "estado recapitulativo" que explique la base de la oferta. No se realizarán negociaciones antes de recibir la oferta de compra y el estado recapitulativo por escrito.

¿Qué está en el estado recapitulativo de la base para la oferta de compensación justa?

El estado recapitulativo de la base para la oferta de compensación justa incluirá:

- Una descripción precisa de la propiedad y el interés en adquirir dicha propiedad.
- Una declaración del monto ofrecido como compensación justa. (Si solo se va a adquirir parte de la propiedad, la compensación por la parte que se adquirirá y la compensación por daños, si corresponde, a la parte restante se indicará por separado).
- Una lista de los edificios y otras mejoras cubiertas por la oferta. (Si existe un interés separado en la propiedad que no es de su propiedad y no está cubierta por la oferta (por ejemplo, una mejora por parte del inquilino), también se indicará.

¿Debo aceptar la oferta de la Agencia?

No. Usted tiene derecho a presentar evidencia sobre la cantidad que cree que es el valor justo del mercado para su propiedad y hacer sugerencias para cambiar los términos y condiciones de la oferta. La Agencia considerará su evidencia y sugerencias. Cuando se justifique por completo por la evidencia de valor disponible, el precio de oferta aumentará.

covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens

¿Alguien puede representarme durante las negociaciones?

Sí. Si desea que un abogado o cualquier otra persona lo represente durante las negociaciones, por favor infórmele a la Agencia. Sin embargo, la URA no obliga a la Agencia a pagar los gastos por dicha representación.

Si llego a un acuerdo con la agencia, ¿qué tan pronto me pagarán?

Si llega a un acuerdo satisfactorio para vender su propiedad y su tenencia (título de propiedad) es clara, el pago se realizará en una fecha que se decida mutuamente. Por lo general, esto debería ser posible dentro de los 30 a 60 días posteriores a la firma de un contrato de compra. Si la evidencia del título obtenida por la Agencia indica que se necesitan medidas adicionales para demostrar que su tenencia es clara, puede acelerar el pago ayudando a la Agencia a obtener las pruebas necesarias. (La evidencia del título de propiedad es básicamente un registro legal de la tenencia de la propiedad. Identifica a los propietarios registrados y enumera los convenios restrictivos de escritura y las hipotecas, gravámenes y otros instrumentos registrados que determinan la tenencia de la propiedad).

¿Qué pasa si no estoy de acuerdo con la oferta de compra de la Agencia?

Si no se logra llegar a un acuerdo mediante negociaciones, es posible que la Agencia presente una demanda en la corte para adquirir su propiedad a través de un procedimiento de dominio eminente. Los procedimientos de dominio eminente a menudo se llaman condenas. Si su propiedad se va a adquirir por condena, la Agencia presentará la demanda de condena sin demora injustificada.

También posible que una Agencia decida no comprar su propiedad en caso de no llegar a un acuerdo sobre el precio, y que en su lugar encuentre otra propiedad para comprar.

¿Qué pasa después de que la Agencia condena mi propiedad?

Se le notificará de la acción. Los procedimientos de condena varían y la Agencia le explicará los procedimientos que aplican en su caso.

En general, cuando una Agencia presenta una demanda de condena, debe depositar ante el tribunal (o en una cuenta de garantía) un monto no inferior a la valuación del valor justo del mercado de la propiedad. Debería poder retirar esta cantidad, salvo cualquier cantidad necesaria para pagar alguna hipoteca u otros gravámenes sobre la propiedad y resolver cualquier problema especial de la propiedad. Que retire su parte correspondiente del dinero no afectará su derecho a solicitar una compensación adicional por su propiedad.

Durante el proceso de condena, se le brindará la oportunidad de presentar evidencia sobre el valor de su propiedad. Por supuesto, la Agencia tendrá el mismo derecho. Después de escuchar la evidencia de todas las partes, el tribunal determinará el monto de la compensación justa. Si esa cantidad excede la cantidad depositada por la Agencia, se le pagará la diferencia, más cualquier interés que pueda proporcionar la ley.

on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent

Para ayudarle a presentar su caso en un proceso de condena, puede contratar un abogado y un valuador. Sin embargo, en la mayoría de los casos, los costos de estos servicios profesionales y otros costos en los que incurre un propietario al presentar su caso ante el tribunal deben ser pagados por el propietario.

¿Qué puedo hacer si no estoy satisfecho con la determinación del tribunal?

Si no está satisfecho con la sentencia del tribunal, puede presentar una apelación ante el tribunal de apelaciones correspondiente al área en la que se ubica su propiedad. Si está considerando una apelación, debe verificar el límite de tiempo aplicable para presentar la apelación y consultar con su abogado si existe sustento para la apelación. La Agencia también puede presentar una apelación si considera que el monto del fallo es demasiado alto.

¿Tendré que pagar costos de venta?

Usted será responsable de pagar el saldo de cualquier hipoteca y otros gravámenes sobre su propiedad. Además, si su título de propiedad no es claro, es posible que deba pagar un costo por comprobarlo. No obstante, la Agencia es responsable de todos los costos razonables y necesarios para:

- Servicios legales y otros servicios típicos requeridos para completar la venta, tarifas de registro, sellos de ingresos, impuestos de transferencia y cualquier gasto similar que sea incidental para transferir la propiedad a la Agencia.
- Costos de penalización y otros cargos relacionados con el pago anticipado de cualquier hipoteca registrada sobre la propiedad que se ingresó de buena fe.
- Impuestos sobre bienes inmuebles que cubren el periodo que comienza en la fecha en que la Agencia adquiere su propiedad.

Siempre que sea posible, la Agencia realizará los trámites para pagar estos costos directamente. Si usted debe incurrir en alguno de estos gastos, por lo general se le reembolsará al momento del cierre. Si más tarde descubre otros costos por los cuales debe ser reembolsado, debe solicitar el reembolso de la Agencia de inmediato. La Agencia lo ayudará a presentar un reclamo. Finalmente, si cree que no se le pagó adecuadamente, puede apelar la decisión ante la Agencia.

¿Puedo mantener cualquiera de las construcciones u otras mejoras a mi propiedad?

Muy a menudo, la Agencia no requiere muchas o todas las mejoras de la propiedad. Esto podría incluir elementos tales como una repisa de la chimenea, sus arbustos favoritos o incluso una casa entera. Si desea conservar cualquier mejora, informe a la Agencia lo antes posible.

to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Si hace acuerdos para mantener cualquier mejora, la Agencia descontará solo el valor residual de la misma del precio de compra que de otro modo recibiría. (El valor de recuperación de un artículo es su precio de venta probable si se ofrece a la venta con la condición de que el comprador lo retire a su propio costo). Por supuesto, si usted hace acuerdos para mantener cualquier mejora al bien inmueble, no será elegible para recibir un pago de reubicación por el costo de trasladarla a una nueva ubicación.

¿La Agencia puede tomar solo una parte de mi propiedad?

Sí, pero si la compra de solo una parte de su propiedad reduce el valor de la(s) parte(s) restante(s), se le pagará por la pérdida de valor. Además, si alguna parte restante tuviera poca o ninguna utilidad o valor para usted, la Agencia le ofrecerá comprarle la parte restante.

Ocasionalmente, un proyecto público aumentará el valor de la parte que no es adquirida por la Agencia. Según algunas leyes de dominio eminentes, la cantidad de dicho aumento en el valor se descuenta del pago de la compra que el propietario recibiría de otra manera.

¿Debo pagar renta a la Agencia después de que adquieran mi propiedad?

Si usted permanece en la propiedad tras la adquisición, podría solicitársele que pague una renta justa a la Agencia. El monto de la renta no excederá lo que se cobra por el uso de propiedades similares en su área.

¿Qué tan pronto debo mudarme?

Si es posible, se determinará una fecha de mutuo acuerdo para la mudanza. A menos que haya una necesidad urgente de su propiedad (por ejemplo, su ocupación presentaría una emergencia de salud o seguridad), no se le exigirá que se mude sin haber recibido un aviso por escrito con al menos 90 días de anticipación.

Si se llega a un acuerdo voluntario para vender su propiedad, no se le pedirá que se mude antes de recibir el precio de compra acordado. Si la propiedad se adquiere por condena, no se le puede exigir que se mude antes de que el valor justo de mercado estimado de la propiedad haya sido depositado en el tribunal para que pueda retirar su parte.

Si está siendo desplazado de su hogar, no se le exigirá que se mude antes de que un hogar de reemplazo similar esté disponible para usted.

¿Recibiré asistencia de reubicación?

El Título II de la URA estipula que deben proporcionarse ciertos pagos de reubicación y asistencia adicional a familias, individuos, empresas, granjas y organizaciones sin fines de lucro cuando se ven desplazados o cuando sus bienes personales deben

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: Harris County Real Property Division

Address: 1111 Fannin St, Houston, TX 7702

Office Hours: 8:00am to 5:00pm

Drew Gartman - (713) 274-9952

Email - Drew.Gartman@harriscountytexas.gov

trasladarse como resultado de un proyecto cubierto por la URA

La Agencia le proporcionará una explicación completa de cualquier asistencia de reubicación a la que tenga derecho. Si tiene alguna pregunta sobre dicha asistencia, comuníquese con la Agencia. Para que la Agencia cumpla con sus obligaciones de reubicación con usted, debe mantener a la Agencia informada sobre sus planes.

Mi propiedad vale más ahora. ¿Debo pagar impuesto de ganancia sobre el capital por el incremento?

La publicación 544 del Servicio de Impuestos Internos (IRS) explica cómo el impuesto federal sobre la renta se aplicaría a una ganancia o pérdida resultante de la venta o condena de bienes inmuebles, o su venta bajo la amenaza de condena, para fines públicos. Si tiene alguna pregunta sobre las reglas del IRS, debe discutir sus circunstancias particulares con su asesor fiscal personal o con su oficina local de IRS.

Soy veterano. ¿Qué hay de mi préstamo?

Después de que se haya reembolsado su préstamo hipotecario de VA, usted podrá obtener otro préstamo de VA para comprar otra propiedad. Revise los acuerdos con su Oficina de Administración de Veteranos más cercana.

¿Es posible donar la propiedad?

Sí. Usted puede donar su propiedad o venderla a la agencia por un valor menor al del mercado justo. La Agencia debe obtener un avalúo de la propiedad y ofrecer una compensación por ella, a menos que usted libere a la Agencia de estas obligaciones.

Información adicional

Si después de leer este folleto tiene preguntas, contacte a la Agencia y discuta sus preocupaciones con el representante de la Agencia.

Agencia: Departamento de Servicios Comunitarios del Condado de Harris
Dirección: 13105 Northwest Freeway, 4th Floor
Horario de oficina: de 8:00 am a 5:00 pm
Número telefónico: 832-927-4961
Persona por contactar: Gerente del Programa de Adquisición Obligatoria

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

EASEMENT

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

THAT, **Cypress Fairbanks Independent School District**, a political subdivision of the State of Texas, of the County of Harris, State of Texas (hereinafter "**Grantor**", whether one or more), for and in consideration of the sum of **FORTY THREE THOUSAND SEVEN HUNDRED AND THIRTY AND NO/100 DOLLARS (\$43,730.00)** to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, does by these presents GRANT, SELL and CONVEY unto the **County of Harris, a body corporate and politic under the laws of the State of Texas** (hereinafter "**Grantee**" or "**County**"), an exclusive easement for road, road drainage, and other related purposes in, along, upon, and across the following described property in the County of Harris, State of Texas, being more particularly described as follows, to wit:

0.0374 acre of land, being a strip of land or 1,631 square foot tract out of 86.78 Acres, being more particularly described in Exhibit "A" attached hereto and made a part hereof for descriptive purposes (the "land"), out of Reserve "B", Block Two (2), of Cy-Fair High School #7, an addition in Harris County, Texas, according to the map or plat recorded in Film Code Number 494076, Map Records of Harris County, Texas.

The easement hereby granted shall be for the purpose of roads, road drainage, and such other purposes as Grantee shall lawfully be authorized to perform or engage in, and shall include, by way of description only and not by way of limitation, the right: 1) to construct, operate, and maintain roads and related appurtenances on, over, below, along, and across the Easement Area;

2) to clear, cut, fell, remove, and dispose of any and all timber, trees, underbrush, vegetation, buildings, improvements and/or other obstructions (whether manmade or natural) therefrom; 3) to excavate, dig, and remove any of the land constituting the Easement Area and to dispose of or use, on or off the Easement Area, the dirt, soil, shell, stone, gravel, sand or other overburden, trees, grass, shrubbery, vegetation, and any other material from the Easement Area as Grantee in its sole discretion shall determine without additional compensation being paid to Grantor; 4) to place on the Easement Area dirt, soil, riprap, dredge, or spoil material; 5) to install and maintain upon the Easement Area all manner of roads, crossings, bridges, culverts, sidewalks, landscaping, plants, ground cover, terraces, and other forms of soil stabilization and erosion abatement, lighting, traffic control signals, and signs (whether permanent or temporary), and to remove the same; 6) to install and maintain upon the Easement Area various forms of surfacing materials, including concrete, asphalt, planks, bricks, cinders, rubberized compounds, gravel, and other surfacing materials; and 7) to bring and keep upon the Easement Area all machinery, equipment, building materials, and personnel reasonably necessary to efficiently prosecute such work.

All matters concerning or relating to the design, operation, maintenance, configuration and the construction of any improvement or related facility permitted under the terms of this easement shall be at the sole discretion of the Grantee.

This conveyance is subject to all easements, restrictions, and reservations of record in the County Clerk's Official Public Records of Real Property of Harris County, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto belonging, including all necessary rights of ingress, egress and regress, over, along and across the Easement Area, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WATER, SEWER AND DRAINAGE SERVICES CONTRACT
BETWEEN
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 264
AND
CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Contract is entered into as of this ~~20th~~ day of December, 1984, by and between Harris County Municipal Utility District No. 264, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59, Texas Constitution (hereinafter called the "District") and Chapter 54, Texas Water Code, and Cypress-Fairbanks Independent School District, an independent school district and political subdivision of the State of Texas, (hereinafter called the "School").

The District owns and operates a water supply and distribution system and waste collection system, and owns capacity in a regional sewage treatment plant operated by Harris County Municipal Utility District No. 70. The School is in the process of developing a large complex of facilities which will include a high school, elementary school and School vehicle maintenance barn, outside the boundaries of the District which will need water and sewer services (the "Complex"). The Complex is within the service area of the regional plant operated by Harris County Municipal Utility District No. 70. The District has determined that it has sufficient water and sewer capacity and facilities to serve the School without impairing its ability to provide such service to all land within the District. The District and the School desire to enter into a definitive agreement to specify the terms and conditions under which the District will provide water and sewer services to the Complex.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Contract, District and School contract and agree as follows:

ARTICLE I

Definitions

Unless otherwise provided or unless the context otherwise requires, the terms defined in this Article shall have the respective meanings specified:

Complex: The "Complex" shall mean the proposed Cypress-Fairbanks Independent School District facilities which include a high school, middle school, elementary school and School vehicle maintenance barn, all located outside the boundaries of the District on an approximately 80 acre site owned by the School adjoining the District, such Complex being further described in Exhibit "A".

District's Drainage System: The "District's Drainage System" shall mean the internal drainage system of the District including storm sewers and open drainage ditches, and any improvements, extensions or enlargements thereof, which the District will acquire and/or construct within and without the boundaries of the District, which will drain the land within the District and transport the District's storm waters to Langham Creek.

District's Engineer: The "District's Engineer" shall mean Jones & Carter, Inc., Consulting Engineers, or such other engineer as the District hereafter may designate as its engineer.

District's Sewage Collection System: The "District's Sewage Collection System" shall mean the sanitary sewer system of the District including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, lift stations, force mains and other similar appurtenances, and any improvements, extensions or enlargements thereof, which

the District will acquire and/or construct within the boundaries of the District, which will transport sewage to the regional sewage treatment plant operated by Harris County Municipal Utility District No. 70.

District's Water Supply System: The "District's Water Supply System" shall mean the water system, including the water well, storage, pumping and treatment facilities, distribution lines and flush valves, which the District now owns or will acquire and/or construct within the boundaries of the District; provided, however, the District's Water Supply System also shall include a water system loop line constructed by the School (at its sole expense) and dedicated to the District to distribute the water delivered from the District within the Complex. The loop line is further depicted on Exhibit "B".

Point of Connection: The "Point of Connection" shall mean, when referring to the District's Water Supply System, those points at which the School will connect to the District's Water Supply System, depicted on Exhibit "B". When referring to the District's Sewage Collection System, the term "Point of Connection" shall mean those points at which the School will connect to the District's Sewage Collection System, depicted on Exhibit "C". When referring to the District's Drainage System, the term "Point of Connection" shall mean those points at which the School will connect to the District's Drainage System, depicted on Exhibit "D".

School's Drainage System: The "School's Drainage System" shall mean only that portion of the School's internal drainage system, including storm sewer and all other construction devices and appurtenances which the School will acquire and/or construct, which will serve the northern section of the Complex, and which includes the transportation lines and connections to the District's drainage system, for the collection of storm waters and

transportation thereof into the District's drainage system. A more complete description of the northern section of the Complex is attached as Exhibit "E".

School's Sewer System: The "School's Sewer System" shall mean the sanitary system, including sanitary sewer lines, conduits, grease traps, and all other construction, devices, and appurtenances which the School will acquire and/or construct to serve the Complex, as well as, the sewer transportation line and appurtenances thereto which will connect the Complex to the District's Sewage Collection System, for the collection of sewage and transportation thereof into the District's Collection System.

School's Water System: The "School's Water System" shall mean the water system, including water lines, meter, flush valves and all other construction, devices and appurtenances which the School will acquire and/or construct to serve the Complex, as well as, the water transportation line and appurtenances thereto which will connect the Complex to the District's Water Supply System, for the transportation to and distribution of water within the Complex, but specifically excluding the water system loop line depicted on Exhibit "B" which the District has agreed to accept and maintain.

Sewage: "Sewage" shall mean only ordinary liquid and water carried domestic sanitary sewage, including properly shredded garbage (i.e., garbage that has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sanitary sewers with no particle larger than 1/2" in diameter) and infiltration water in amounts not exceeding that allowed by the prevailing requirements of the City of Houston and the Texas Department of Health. Sewage does not include industrial waste or any other waste not normally considered ordinary domestic sewage.

ARTICLE II

Sewage Disposal

Section 2.01: Construction and Approval of Construction. The School shall construct at its sole cost and expense, a Sewer System adequate to collect Sewage from the Complex and to deliver the same to a Point of Connection into the District's Sewage Collection System. The School's Sewer System has been or will be designed and constructed in accordance with sound engineering principles and in compliance with the requirements of the laws of Texas and any other governmental entities having jurisdiction. The School's Sewer System shall be constructed in such a manner that no rainwater, drainage, silt, sand, or other material or debris, other than ordinary domestic fluids, will be collected and discharged into the District's Sewage Collection System in excess of the amounts permitted by the standards of the City of Houston and the Texas Department of Health. Upon completion of the School's Sewer System, the School shall provide the District with "as-built" drawings of the Sewer System.

Section 2.02: Grease Traps. The School hereby agrees that due to the discharge associated with the operation of a cafeteria and a vehicle maintenance barn, it shall install and maintain in good workable condition, at its sole cost and expense, in its internal Sewer System, grease traps of sufficient size and capacity meeting all of the requirements and standards of the City of Houston and the Texas Department of Health to serve the needs of the Complex to ensure that no grease infiltrates into the District's Sewage Collection System. The School hereby covenants and agrees that it shall routinely maintain such grease traps and shall remove the grease therefrom as is necessary to ensure that no grease infiltrates into the District's Sewage Collection System. The School shall provide the District copies of all

service calls and reports thereof. In the event the School fails to properly maintain and service such grease traps, the District shall cause the same to be maintained and shall charge the School for such service at the actual cost plus twenty-five percent (25%).

Section 2.03: Inspection. The District's representatives shall have access at all times to the construction of the School's Sewer System to make such inspections thereof. The connection to the District's Sewage Collection System shall not be made except under the supervision of the District's Engineer and/or operator.

Section 2.04: Maintenance. The School shall maintain, at its sole cost and expense, its Sewer System in good condition and shall immediately repair any leaks, breaks or ruptures. In the event a leak, break or rupture occurs which allows abnormal infiltration of ground water or surface water or discharge of solid matters or other debris into such lines and such rupture is not repaired within seven (7) days after notification by the District, the District may enter upon the Complex to repair the School's Sewer System and charge the School for its actual costs to repair plus twenty-five percent (25%). In the event that a leak, break or rupture occurs of such magnitude as to threaten the ability of the District to continue normal service to its other customers, the District shall have the right to immediately discontinue all water and sewer service to the School until the leak, break or rupture is satisfactorily repaired.

Section 2.05: Shared Force Main and Lift Station. The School and the District shall jointly use a force main and lift station constructed within a Utility Easement dedicated to the District by the School, as shown on attached Exhibit "C". The District has caused the design and construction of

such force main and lift station in accordance with sound engineering practices and all regulatory requirements.

Section 2.06: Quantity of Sewage. The School shall have the right to discharge and the District shall be obligated to receive and treat Sewage from the Complex up to the maximum amount of eighty thousand (80,000) gallons per day (gpd) based on a thirty (30) day average.

Section 2.07: Title to and Responsibility for Sewage. Title to, possession and control of the Sewage shall remain in the School until discharged into the District's Sewage Collection System at the Point of Connection, at which point title to, possession and control of Sewage shall pass from the School to the District. As between the parties hereto, the School shall be in exclusive control and possession of the Sewage deliverable hereunder and solely responsible for any damage or injury caused thereby until the same shall have been delivered to the District's Sewage Collection System at the Point of Connection, after which delivery the District shall be in exclusive possession thereof and solely responsible for any injury or damage caused thereby; provided, however, the School shall be responsible for any injury or damage caused by the waste discharged if it is not Sewage as defined herein.

Section 2.08: Regionalization Provision. The District and the School recognize that although the Sewage of the Complex and the District is currently treated, or will be treated, by a regional sewage treatment plant operated by Harris County Municipal Utility District No. 70, the City of Houston, the Texas Department of Health, and/or the Texas Department of Water Resources may require further regionalization of sewage treatment. In the event that any of such governmental entities subsequently requires the Sewage of either the Complex or the District (or both) to be treated by a larger, more regionalized sewage treatment plant or

requires abandonment of the regional sewage treatment plant operated by Harris County Municipal Utility District No. 70, the School hereby agrees to bear its pro rata share of the design, construction and maintenance costs of the new sanitary sewer lines and related facilities to transport the Sewage of the Complex and the District, and the costs associated with the construction, operation and maintenance of such regional sewage treatment plant as may be imposed on the District by such regional operator. In the event the School refuses to pay its pro rata share of such costs, the obligation of the District to provide water, sewer and drainage services to the Complex shall be terminated and this Contract shall be rendered null and void.

Section 2.09: Upgrading of Facilities. In the event Harris County Municipal Utility District No. 70 notifies the District that it is required to upgrade the regional sewage treatment plant to satisfy regulatory requirements of the Texas Department of Water Resources, the Texas Department of Health, the City of Houston, the Environmental Protection Agency, or any other governmental entity having jurisdiction, the School shall pay to the District, within thirty (30) days of receipt of a request, its pro rata share of the costs of such upgrading. By execution of this Contract, the School agrees that it will be responsible for paying the costs of any upgrading attributable to its share of capacity reserved to the School by the District.

ARTICLE III

Water Supply

Section 3.01: Construction and Approval of Construction. The School, at its sole cost and expense, has or shall construct a Water System and water system loop line sufficient to distribute the water delivered hereunder by the District. The School's Water System and water system loop line has been or shall be designed and constructed in

accordance with sound engineering principles and in compliance with the requirements of the laws of Texas and the rules and regulations of the City of Houston and the Texas Department of Health and any other agency having jurisdiction. Upon completion of the School's Water System, the School shall provide the District with "as-built" drawings of the Water System.

Section 3.02: Inspection During Construction. The District's representatives shall have access at all times to the construction of the School's Water System and water system loop line to make such inspections thereof as it deems necessary. The connection to the District's Water Supply System shall not be made except under the supervision of the District's Engineer and/or operator.

Section 3.03: Maintenance. The School shall maintain, at its sole cost and expense, its Water System (except the Water System loop line) in good condition and shall immediately repair any leaks, breaks or ruptures in the System. In the event a leak, break or rupture occurs and is not repaired within seven (7) days after notification by the District, the District may repair the School's Water System and charge the School for its actual costs to repair plus twenty-five (25%).

Section 3.04: Water Loop Line. Upon completion of the water system loop line within the Complex, the District's engineer shall review and inspect the plans and construction. At such time as the District's engineer recommends to the District to accept such line into the District's Water System for the purposes of operation and maintenance, the District shall accept such line for those specific purposes. The School has dedicated an easement to the District to enable the District to perform these duties.

Section 3.05: Quantity of Water. The District agrees to deliver to the School at the Points of Connection, on the

same basis as water is supplied to its in-district customers, a supply of potable water sufficient to serve the Complex; provided, however, the District shall not be obligated to supply more than ninety-six thousand (96,000) gallons per day based on a thirty (30) day average. The quantity of water delivered to the School for all purposes of this Agreement shall be measured by meters (capable of measuring the amount of water delivered hereunder within two percent [2%] accuracy) to be installed at the Point of Connection by the District's operator at the School's sole cost and expense. The School shall obtain the Engineer's approval of the meters prior to the installation thereof, which approval shall not be unreasonably withheld. The District shall read the meters each month for purposes of billing and shall operate and maintain said meters at its expense.

Section 3.06: Title to and Responsibility for Water.

Title to, possession and control of water shall remain in the District to the Point of Connection, at which point title to, possession and control of water shall pass from the District to the School. As between the parties hereto, the District shall be in exclusive control and possession of the water deliverable hereunder and solely responsible for any damage or injury caused thereby until the same shall have been delivered to the School at the Point of Connection, after which delivery the School shall be in exclusive possession thereof and solely responsible for any injury or damage caused thereby.

ARTICLE IV

Price and Billing of Water and Sewer Services

Section 4.01: Rates for Water Service. As compensation for the District's supplying water to the School's Complex, the School agrees to pay to the District monthly

fees at the same rates charged for water service to in-district single family residential users at the rates as adopted by the Board of Directors in the District's Rate Order. A copy of the current District Rate Order is attached hereto as Exhibit "F". The District reserves the right to amend its Rate Order at any time.

Section 4.02: Rates for Sewer Service. As compensation for the District's receiving, treating and disposing of Sewage collected from the School's Complex, the School agrees to pay to the District monthly fees in accordance with the Contract for Financing, Construction and Operation of Regional Wastewater Treatment Facilities (the "Regional Contract") as if it were a participant in the regional sewage treatment plant. The School recognizes that the District has acquired capacity in the regional sewage treatment plant on behalf of the School, and that the School will be responsible for the monthly operation and maintenance cost attributable to the 80,000 gpd reserved by the District on behalf of the School. The District shall bill the School (in accordance with the Regional Contract) a monthly fixed operating charge. The current monthly fixed operating charge is \$343.20. The Regional Contract currently provides that this fixed sum will be increased automatically five percent (5%) per year. The School recognizes, however, that this fixed charge and the Regional Contract may be changed or amended at any time by the District and Harris County Municipal Utility District No. 70 without the consent of the School. In addition, the District will bill the School a monthly connection charge attributable to the capacity reserved to the School. Under the terms of the current Regional Contract, the School represents ten (10) connections. The current connection cost charged under the Regional Contract is \$7.08 per month. The School recognizes, however, that the connection cost is

a variable amount which will change based on the budget prepared by Harris County Municipal Utility District No. 70.

Section 4.03: Billing and Payment. The District shall be billed monthly for water and sewer services in accordance with the billing procedures established in the District's Rate Order. The School shall pay such bill on or before the twentieth (20th) day from the date of such statement. In the event the School is delinquent in its payment, the School shall be considered a delinquent user and is subject to all of the provisions related to delinquency as are set forth in the District's Rate Order, including a 10% penalty and possibility of termination of services.

Section 4.04: Additional Charges. In the event that the School discharges any waste other than Sewage as defined herein, the District may charge the School for any additional costs involved in treating, pre-treating or disposing of such waste or repairing any damage to the District's Collection System or any penalties or charges which are imposed upon the District by Harris County Municipal Utility District No. 70.

Section 4.05: Capacity Limitations. The School hereby represents that it has determined that a discharge of eighty thousand (80,000) gallons per day of Sewage based on a thirty (30) day average and a supply of ninety-six thousand (96,000) gallons per day of water based on a thirty (30) day average is sufficient to serve the Complex. The School expressly agrees that the District is under no obligation to supply water or receive Sewage in amounts greater than those specified. The School agrees to use all reasonable means at its disposal to limit its water usage and Sewage discharge to such quantities. The District shall have the right to use whatever means it deems necessary (including specifically the right to impose a penalty not to exceed two hundred dollars (\$200) per day for each day the School is in

violation of its limits) to limit the School's discharge of sewage into the District's Sewage Collection System and to limit the volume of water supplied to those quantities.

In the event that the School exceeds its capacity limitations and needs additional water supply and/or sewage treatment capacity, the District shall be under no obligation to provide such additional capacity. In the event the District is unable to provide such additional capacity, it shall be the School's sole responsibility to limit its use to the limitations set forth in this Agreement or acquire capacity from another source. In the event the District elects to provide additional capacity, the District may make such additional charges for such capacity as may be mutually agreed at the time such request is made. The District, however, makes no representation that additional capacity will be available to serve the School. The School further agrees that it will not expand the Complex or take any other action which would have the effect of expanding its need to receive water or discharge sewage in amounts greater than those specified in this Contract without the prior written consent of the District. In the event that the School desires to expand the Complex, the School shall provide written notice to the District specifying the expansion or additions to be made and the estimated water and sewage requirements for such expansions or additions. In the event that such expansions or additions can be made without requiring water or sewage capacities greater than those specified herein the School shall have the right to so expand without payment of additional fees of any kind or nature to the District other than the monthly service charges.

ARTICLE V

Drainage

Section 5.01: Drainage Facilities. The School shall be entitled to drain the northern 26.3 acres of the Complex into the District's Drainage System, which area is shown on attached Exhibit "E". The School shall construct, at its sole cost and expense, such storm sewer lines as are adequate to drain the northern 26.3 acres of the Complex and to deliver such storm waters to the District's Drainage System. The Complex shall drain into the District's Drainage System at the Point of Connection and shall flow through the District's Drainage System into HCFCD Unit U-125-00-00. The School's Drainage System will be designed and constructed in accordance with the requirements of the laws of Texas and the rules and regulations of the City of Houston and any other entity having jurisdiction. Upon completion of the School's Drainage System, the School shall provide the District with "as-built" drawings of the Drainage System.

Section 5.02: Inspection During Construction. The District's representatives shall have access at all times to the construction of the School's Drainage System to make such inspections thereof as it deems necessary. The connection to the District's Drainage System shall not be made except under the supervision of the District's Engineer and/or operator.

Section 5.03: Drainage for Southern Section of Complex. The School shall be solely responsible for the design, construction and maintenance of all drainage facilities necessary to serve the southern portion of the Complex and shall not connect to or in any way utilize District Drainage System to drain the southern portion of the Complex.

Section 5.04: Maintenance. The School shall maintain, at its sole cost and expense, its Drainage System in good

condition and shall immediately repair any leaks, breaks or ruptures in the System. In the event a leak, break or rupture occurs and is not repaired within seven (7) days after notification by the District, the District may repair the School's Drainage System and charge the School for its actual costs to repair plus twenty-five (25%).

ARTICLE VI

Miscellaneous

Section 6.01: Capital Contribution. In consideration of the District agreeing to provide water, sewer and drainage services as provided herein, the School shall pay its pro rata share of the costs of the transportation and conveyance lines, the water plant, and the sewage treatment plant. The School and the District hereby agree that:

- (1) the School has paid to General Homes Corporation the sum of one hundred fifty-nine thousand six hundred eighty-four dollars (\$159,684.00), which sum represents the capital cost (including actual construction costs, engineering fees, and other miscellaneous but related and necessary expenses) of the District's Sewage Collection System, Water Supply System, and Drainage System attributable to the School. General Homes Corporation financed the construction of all these District facilities on behalf of the District and the School; and
- (2) upon execution of this Agreement, the School will pay the sum of two hundred seventy-six thousand two hundred eighty-six dollars (\$276,286.00), which sum represents the estimated capital cost (including construction costs, engineering fees, and other miscellaneous but related and necessary expenses) of the District's water plant and capacity in the regional sewage treatment plant operated by Harris County Municipal Utility

District No. 70 attributable to the School. The District and the School recognize and agree that the amount set forth above is an estimate only. Within thirty (30) days after completion of construction of the District's water plant and the expansion of the regional sewage treatment plant to serve the School, the District shall make a recalculation of all construction costs and shall make such adjustments as may be necessary to ensure that the School has paid its pro rata share.

By execution of this Agreement, the District and the School agree that the provisions of this Section 6.01 and the amounts set forth therein are fair and equitable calculations of the School's pro rata share of the District's facilities.

Section 6.02: Connection Charge. The School shall pay to the District on the date of execution of the Agreement the sum of five thousand dollars (\$5,000), which amount is a one-time connection charge to the District's Systems.

Section 6.03: Extension of Services. The water and sewer services provided for under this Contract shall be utilized only by the Complex as defined herein. The School shall not provide water or sewer service to any other person, corporation or entity or allow any connection to be made to its Water, Sewer or Drainage System.

Section 6.04: Ownership of Complex Utilities. The District acknowledges the School's ownership of the School's Water System, the School's Sewer System and the School's Drainage System, as defined in Article I, and further agrees that the District will not provide service to other parties through such Systems without prior written consent of School. The District, however, shall have no responsibility

to prevent unauthorized connections to School's Systems or other trespasses to such Systems.

Section 6.05: Ownership of District Facilities. The School acknowledges that the District's Sewage Collection System, the District's Water Supply System and the District's Drainage System, all as defined in Article I are the sole and exclusive property of the District. The School further acknowledges that this Contract grants no right, title or interest in such Systems, except the right to receive water and sewer services under the terms and conditions set forth herein.

Section 6.06: Availability. Water, sewer and drainage services will be made available upon written request by the School to connect to the District's Systems; provided, however, that the District will use its best efforts to make such services available within thirty (30) days from the date of execution of this Contract.

Section 6.07: Term. Unless terminated by mutual agreement of the parties hereto, this Contract shall continue in force and effect for a period of forty (40) years from the date of its execution and thereafter from year to year. After termination of the forty (40) year period, either party may terminate the Contract at the end of any of the one (1) year renewal periods by giving ninety (90) days written notice of such termination; provided, however, that upon termination (for whatever reason), the School shall not be entitled to a refund of any part of the capital cost payment made in accordance with Section 6.01.

Section 6.08: Indemnification. The School hereby agrees to hold the District harmless from any claim, demand or suit of any kind or nature brought by Harris County Municipal Utility District No. 70 arising out of this Contract.

Section 6.09: Force Majeure. If the District is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, then the obligations of the District to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, which are not within the control of the District. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the District, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the District.

Section 6.10: Assignability. This Contract shall not be assignable by the School without the prior consent of the Board of Directors of the District.

Section 6.11: Modification. This Contract shall be subject to change or modification only with the mutual written consent of the School and District.

Section 6.12: Captions. The captions appearing at the first of each numbered section or paragraph in this Contract are inserted and included solely for convenience and shall never be considered or given any effect in construing this Contract.

Section 6.13: Severability. The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances shall not be affected thereby.

Section 6.14: Cooperation. Each party hereby agrees that it will take all actions necessary to fully carry out the purposes and intent of this Contract.

Section 6.15: Merger. This Contract, together with such descriptions, terms and conditions as may be included in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto, constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, contracts, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple counterparts, each of which shall

be deemed to be an original, as of the date and year first written herein.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 264

Mark C. Adkin

President, Board of Directors

ATTEST:

Kare Westman

Secretary, Board of Directors

(SEAL)

CYPRESS-FAIRBANKS INDEPENDENT
SCHOOL DISTRICT

By: *Ron Graham*

Title: *President*

ATTEST:

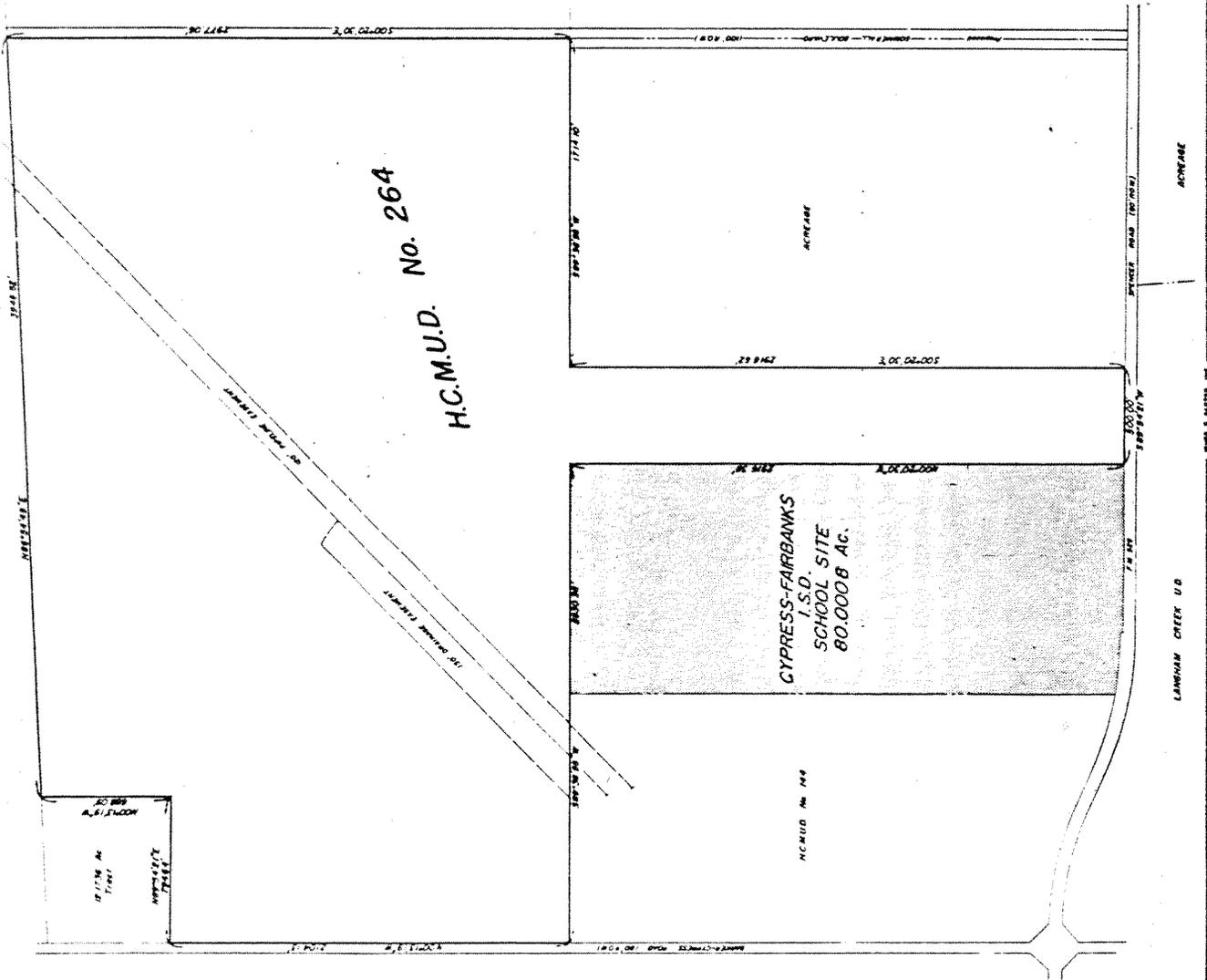
Charles Cook

Secretary

EXHIBIT "A"
CYPRESS-FAIRBANK ISD.
SCHOOL SITE
"THE COMPLEX"

H.C.M.U.D. No. 264

CYPRESS-FAIRBANKS
I.S.D.
SCHOOL SITE
80.0008 AC.



LANGHAM CREEK U/D
JAMES E. SMITH, INC.

H.C.M.U.D. No. 203

H.C.M.U.D. No. 143

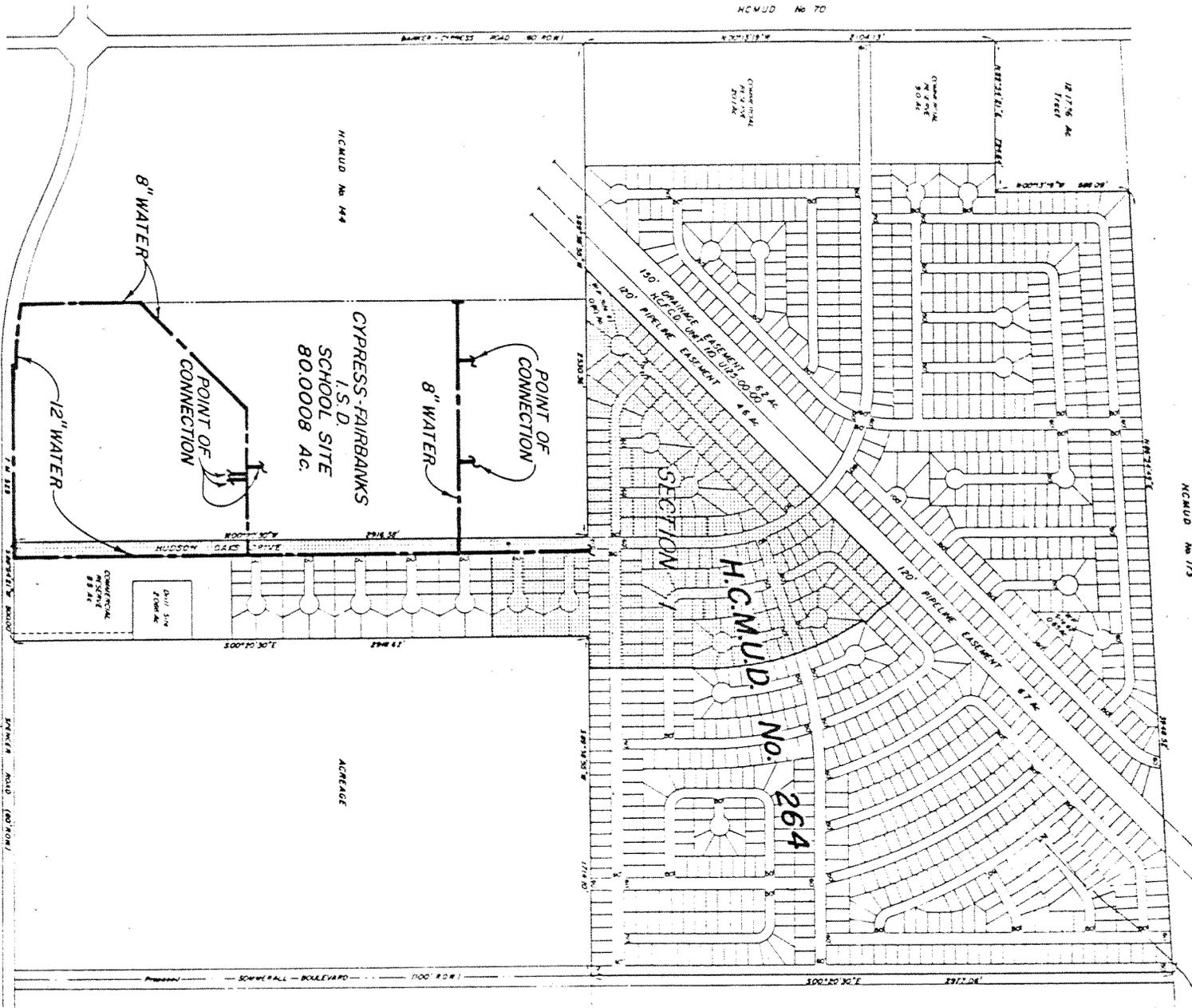
D. W. GORDON

HCMUD No 70

HCMUD No 175

LANGHAM CREEK U/D

ALIVE AVE



HCMUD No 149

HCMUD No 203

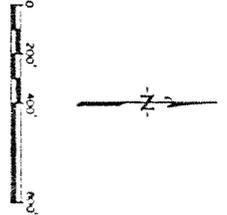
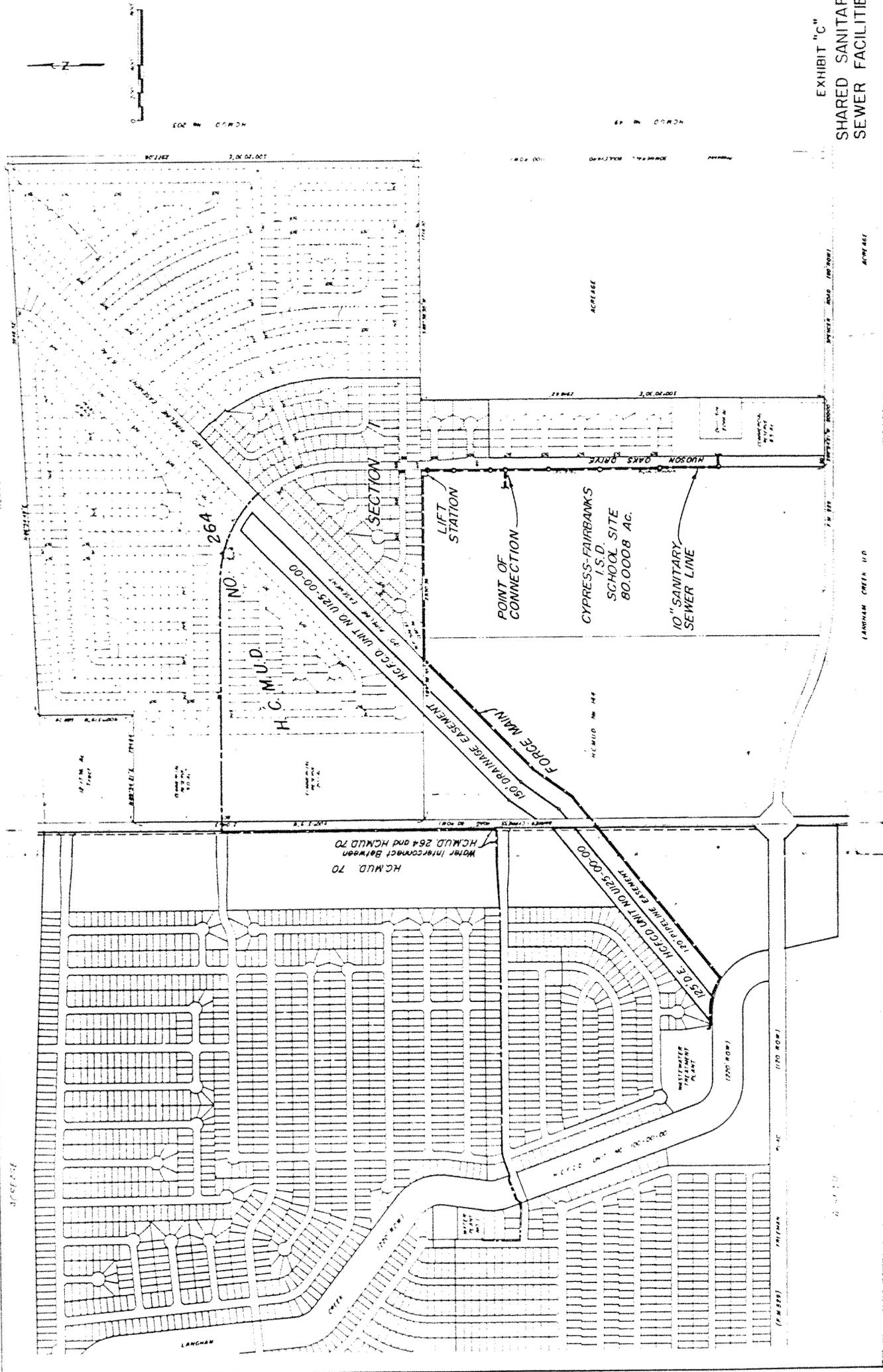


EXHIBIT "B"
SHARED WATER LINE

EXHIBIT "C"
SHARED SANITARY
SEWER FACILITIES



LANGHAM GREEN LTD
ARV 002

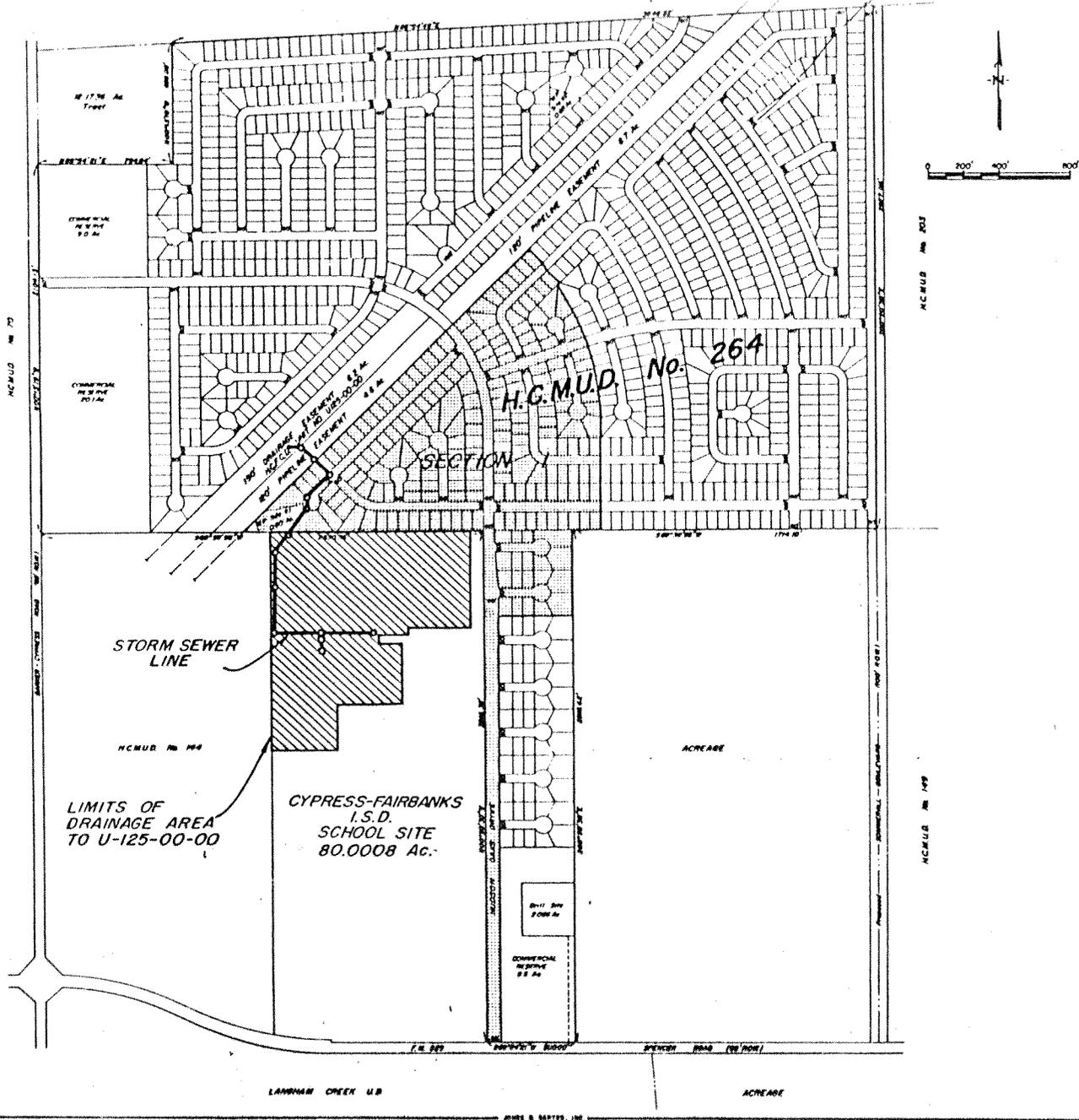


EXHIBIT "E"
SCHOOL'S DRAINAGE
SYSTEM

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

We, the undersigned officers of the Board of Directors of Harris County Municipal Utility District No. 264 hereby certify as follows:

1. The Board of Directors of Harris County Municipal Utility District No. 264 convened in Regular Session on the 26th day of April, 1984, at a meeting place outside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Mark E. Adkins	President
John L. Gilbert	Vice-President
Karen Westmoreland	Secretary/Treasurer
Wayne Lovell	Assistant Vice President
Omar Escobar	Assistant Secretary/Treasurer

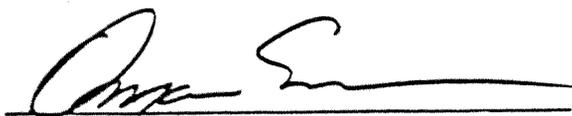
and all of said persons were present, except Director Westmoreland, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a

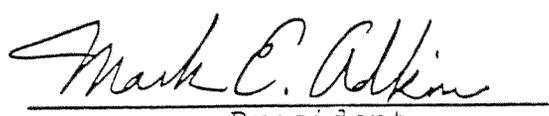
RATE ORDER

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried unanimously.

2. That 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; and that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Civil Statutes, Article 6252-17, as amended by Section 54.109, Texas Water Code.

SIGNED AND SEALED the 26th day of April, 1984.


 First Secretary


 President

(SEAL)

RATE ORDER

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

WHEREAS, Harris County Municipal Utility District No. 264 is in the process of constructing a water, sewer and drainage system to provide service to residential and commercial establishments within the District; and

WHEREAS, the Board of Directors deems it necessary to establish rates and charges for receiving water, sewer and drainage services from the District, to assure prompt payment of all charges for water and sewer services and to limit the number and amount of uncollectable charges for such service; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 264 THAT:

Section 1: Definitions. The following words or phrases shall have the meanings indicated below:

- A. "Single Family Residential User" - means a user of the District's water and sewer system which consists of one residence designed for use and occupancy by a single family unit.
- B. "Non-Single Family Residential User" - means any user of the District's water and sewer system other than a single family residential user including, but not limited to, commercial establishments, apartments, churches, schools, recreational facilities, clubs and multi-family dwelling units.

Section 2: Tap Fees.

- A. Single Family Residential. Prior to connection to the District's water system, a tap fee of \$450.00 shall be paid to the District to cover the cost of making said connection and the cost of providing a 5/8" water meter. In case of a one-inch meter, a

fee of \$800.00 shall be paid to the District. All connections to the District's system shall be made by the operator for the District.

- B. Non-Single Family Residential. Prior to a non-single family residence connection being made to the District's water system by a non-single family residential user, including, but not limited to, commercial establishments, apartments, churches, schools, recreational facilities, clubs and multi-family dwelling units, a tap fee of \$0.05 per square foot of the total square footage of land in the area to be served and all charges of the District's operator for installing the water tap and meter and providing for the materials shall be paid. All connections to the District's water system shall be made by the operator for the District. No connection to the District's water system or sewer system shall be made unless the plans and specifications for the water distribution system, sewage collection system and storm water drainage system have been submitted to and approved in writing by the District's engineer. A copy of such approval letter shall be provided to the District's operator by the non-single family residential user requesting the connection.

Section 3: Sewer Connections. All connections to the District's sewer system shall be made in accordance with the provisions of the Rules and Regulations Governing Sewer House Lines and Sewer Connections. All connections to the District's water system shall be inspected by a representative of the District prior to being covered in the ground. In the event a connection is made and covered without inspection by a representative of the District, water service at such location shall be terminated until the line is uncovered and so

inspected. Water service shall not commence until the connection has been installed in accordance with such Rules. An inspection fee of \$25.00 shall be paid to the District to cover the cost of making said inspection of a single family residence connection. A fee of \$75.00 shall be paid to the District for making an inspection of a non-single family residence connection.

Section 4: Water Rates.

Builder Connections. During construction and prior to initial occupancy, a builder shall be charged a monthly flat rate of \$10.00 for water service.

User Connections. After the meter is installed, each user, whether Single-Family Residential or Non-Single Family Residential, within the District shall be charged for water service from the District on a monthly basis according to the water used in accordance with the following schedule:

<u>Amount of Payment</u>	<u>Water Usage</u>
\$10.00 (minimum monthly charge)	0-7,000 gals.
\$ 1.00 per 1,000 gals.	7,000-20,000 gals.
\$ 1.25 per 1,000 gals.	All over 20,000 gals.

Section 5: Sewer Charges.

A. Single Family Residential User. Each Single-Family Residential user within the District shall pay a flat monthly sewer service charge of \$10.00.

B. Non-Single Family Residential User. Each non-single family residential user shall pay a minimum monthly charge of \$10.00 and an additional charge of \$1.00 per 1,000 gallons of sewage discharged in excess of 10,000 gallons. The amount of sewage discharged shall be determined by the total amount of water billed to such user.

Section 6: Monthly Bills. Charges for water and sewer service shall be billed monthly. All bills shall be payable on the 20th day after the date of the statement for said

charges. Unless payment is received on or before the 20th day after the date of said statement, such account shall be considered delinquent and a penalty of 10% of the unpaid balance shall be assessed against the account. The District may, in its discretion, disconnect service for failure to pay all charges by the 50th day after the due date; provided, however, that prior to disconnecting services, the District shall send written notice by United States first class mail to the user at the address of the connection and provide the user with an opportunity to contest, explain or correct the charges, services, or disconnection, at a meeting of the Board of Directors of the District. The written notice shall inform the user of the amount of the delinquent payment, the date service will be disconnected if payment is not made, the date, time and place of the next scheduled meeting of the Board of Directors, and of the opportunity to contest, explain or correct the charges, services, or disconnection, by presenting in person or in writing such matter to the Board of Directors at the next scheduled meeting as shown in the notice. The date specified for disconnection shall be 10 days after the date of the next scheduled meeting of the Board of Directors as shown in the notice. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled meeting of the Board of Directors. A written statement by the District's operator that the notice was so mailed shall be prima facie evidence of delivery of same. If the user appears before the Board in person or in writing, the Board shall hear and consider the matter and inform the user of the Board's determination by sending written notice by United States first class mail to the user at the address of the connection. If service to a user is disconnected for any cause, there shall be charged a reconnection fee of

\$35.00 before service is again commenced to such user. In the event the District's operator is directed by the Board of Directors to remove a customer's meter due to unauthorized reconnection of service subsequent to its termination by the District, there shall be charged a reinstallation fee of \$50.00.

Section 7: Dishonored Check Fee. In the event a user pays monthly service fees, deposits, reconnection charges, or other District bills by check and said check is returned unpaid by user's bank for any reason not due to negligence of the District, the user shall be required to pay the outstanding bill in cash, or cashier's check or money order, and additionally, shall be required to pay a service charge in the amount of \$15.00 to compensate the District in its expense in processing the dishonored check. The District shall give any user whose check is returned notice that such check has been returned unpaid by posting a notice on the user's front door. Such notice shall state the place and time at which the account may be paid and the billing company's telephone number. If the District has not given written notice of termination prior to the time of receipt of a check subsequently dishonored, the District shall proceed with termination as provided in Section 6, except for posting notice on the user's front door, charging the \$15.00 for its expense of processing the dishonored check and requiring payment by U.S. currency (coins in denomination of less than \$1.00 will be accepted for only the portion of the bill which is less than \$1.00), cashier's check or money order. If the District has given written notice of termination prior to the time of receipt of a check subsequently dishonored, the District shall terminate service at the later of (a) the date of termination previously specified or (b) forty-eight (48) hours from the time of posting notice as provided above, unless the bill is paid in full in U.S. currency (coins in

denomination of less than \$1.00 will be accepted for only the portion of the bill which is less than \$1.00), cashier's check or money order.

Section 8: No Free Service. No free service shall be provided by the District to any person, organization or institution, including charitable institutions.

Section 9: Prohibition of Septic Tanks and Holding Tanks. No septic tanks or holding tanks shall be permitted or used within the District.

Section 10: Sale or Use of Water: It shall be an unauthorized use of District services or facilities for any person, firm or entity to sell or use water from the District's water system without having a direct connection to the District's water system, unless such sale or use of water is to or by users having common ownership or tenancy of the land being served by the District's water system.

Section 11: Penalties for Violation. Any person, corporation or other entity who:

- (1) violates any Section of this Order; or
- (2) makes unauthorized use of District services or facilities; or
- (3) causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
- (4) uses or permits the use of any septic tank or holding tank within the District; or
- (5) violates the District's Rules and Regulations Governing Sewer Lines and Sewer Connections;

shall be subject to a penalty of \$200.00 for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law.

SIGNED AND SEALED this 26th day of April, 1984.

/s/ Mark E. Adkins

President, Board of Directors

ATTEST:

/s/ Omar Escobar

Asst. Secretary, Board of Directors

(SEAL)

**FIRST AMENDMENT TO
WATER, SEWER AND DRAINAGE SERVICES CONTRACT
BETWEEN
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 264
AND
CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**

This First Amendment to Water, Sewer and Drainage Services Contract (this "Amendment") is made and entered into this 19th day of January, 2016 by and between HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 264, a political subdivision of the State of Texas created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54 of the Texas Water Code, as amended (the "District") and CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (the "School").

RECITALS

WHEREAS, the District and the School entered into that certain Water, Sewer and Drainage Services Contract dated December 20, 1984 (the "Contract"), which details the terms and conditions pursuant to which the District will provide water, sewer, and drainage services to the School's complex located adjacent to, but outside the boundaries of, the District; and

WHEREAS, due to the current age and condition of the shared sanitary sewer force main referred to in Section 2.05 of the Contract, the District plans to construct a new shared sanitary sewer force main to serve both the District and the School (the "Project"); and

WHEREAS, in anticipation of the Project, the parties now wish to amend certain provisions of the Contract, and to extend the term thereof;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the District and the School contract and agree as follows:

AGREEMENT

1. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Amendment.
2. The definition of "Complex" in Article I of the Contract is hereby deleted in its entirety and replaced with the following:

Complex: The "Complex" shall mean the Cypress-Fairbanks Independent School District facilities which include a high school, elementary school, and School vehicle maintenance barn, all located outside the boundaries of the District on an approximately 80 acre site owned by the School adjoining the District, such Complex being further described in Exhibit "A".

3. Section 4.02 of the Contract is hereby deleted in its entirety and replaced with the following:

Section 4.02: Rates for Sewer Service. As compensation for the District's receiving, treating and disposing of Sewage collected from the School's Complex, the School agrees to pay to the District monthly fees in accordance with the Restated Waste Disposal Agreement between the District, Harris County Municipal Utility District No. 70, and Harris County Municipal Utility District No. 144, as amended (the "Regional Contract"), as if the School were a participant in the regional sewage treatment plant. The School recognizes that the District has acquired capacity in the regional sewage treatment plant on behalf of the School, and that the School will be responsible for the monthly operation and maintenance cost attributable to the 80,000 gpd reserved by the District on behalf of the School. The District shall bill the School monthly in accordance with the Regional Contract. The School recognizes that the Regional Contract may be changed or amended at any time by the parties thereto, without the consent of the School.

4. Article VI of the Contract is hereby amended by adding the following new Section 6.01(a) immediately after Section 6.01:

Section 6.01(a): Capital Contribution for New Shared Sanitary Sewer Force Main. In consideration of the District designing and constructing a new shared sanitary sewer force main to serve both the District and the School, the School shall pay its pro rata share (sixteen percent) of the actual costs of the Project. A preliminary cost estimate for the Project has been prepared by the District's engineer and is attached hereto as Exhibit "1". The parties acknowledge and agree that the amounts reflected on the attached Exhibit "1" are estimates only, and that the District will invoice the School for the School's pro rata share of the actual costs of the Project as pay applications for the Project are received and processed.

5. Section 6.07 of the Contract is hereby deleted in its entirety and replaced with the following:

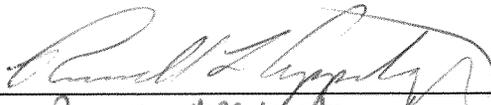
Section 6.07: Term. Unless terminated by mutual agreement of the parties hereto, this Contract shall continue in force and effect until December 20, 2054 (the "Initial Term"). After expiration of the Initial Term, this Contract shall automatically renew for successive one-year periods; provided, however, that either party may terminate this Contract at the end of any of the one (1) year renewal periods by giving ninety (90) days written notice of such termination to the other party. Upon termination of this Contract (for whatever reason), the School shall not be entitled to a refund of any part of the capital cost payments made in accordance with Sections 6.01 and 6.01(a).

6. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect in accordance with its original terms and conditions.
7. Unless defined herein, capitalized terms used herein shall have the same meanings given them in the Contract.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple counterparts, each of which shall be deemed to be an original, as of the date set forth on the first page hereof.

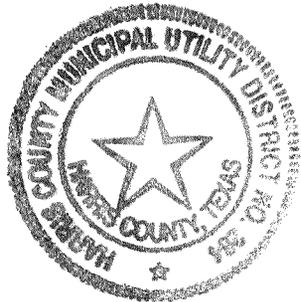
HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 264

By: 
Name: Russel Amulet
Title: President

ATTEST:

By: 
Name: Dennice Hoffman
Title: secretary

(SEAL)



CYPRESS-FAIRBANKS INDEPENDENT
SCHOOL DISTRICT

By: Mark Henry
Name: Dr. Mark Henry
Title: SUPERINTENDENT
Cypress-Fairbanks JSD

ATTEST:

By: Lisa Fleischhauer
Name: LISA Fleischhauer
Title: Secretary, Roy Sprague

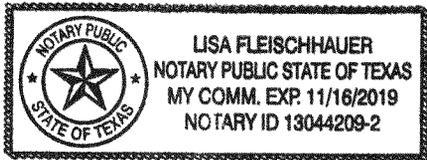
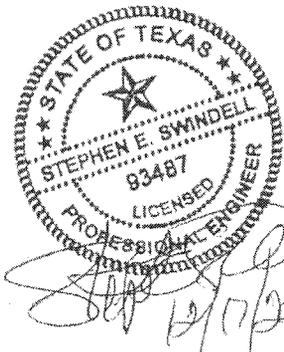


EXHIBIT 1

COST ESTIMATE FOR CONSTRUCTION OF HC 264 IIFTSTATION & FORCE MAIN

Item No.	Description	Unit	Qty.	Unit Price	Total ⁽¹⁾
1)	Move-in, Set-up, Insurance and Bonds	L.S.	1	\$ 13,000	\$ 13,000
FORCE MAIN					
2)	16-Inch Sanitary Sewer Force Main	L.F.	2,979	100	298,000
3)	16-Inch Sanitary Sewer Force Main (Trenchless Construction)	L.F.	340	175	60,000
4)	16-Inch Sanitary Sewer Force Main (Trenchless with 20-Inch Steel Casing)	L.F.	425	225	96,000
5)	16-Inch Sanitary Sewer Force Main (Trenchless through Apartments)	L.F.	1,275	175	223,000
6)	16-Inch Sanitary Sewer Force Main (Trenchless Construction NW of Krogers)	L.F.	400	175	70,000
7)	Valve & Header, Riser Assembly	EA.	1	10,000	10,000
8)	2-Inch C/ARV w/ Manhole & Vent	EA.	3	6,000	18,000
MISCELLANEOUS					
9)	Trench Safety System	L.F.	2,979	\$ 1	\$ 3,000
10)	Site Restoration (Grading)	AC.	1	1,000	1,000
11)	HydroMulch Seeding	AC.	1	1,000	1,000
12)	Storm Water Pollution Prevention Plan	MO.	4	1,000	4,000
13)	Stabilized Construction Access	EA.	2	1,000	2,000

SUBTOTAL	\$ 797,000
Contingencies (10%)	\$ 80,000
Engineering (15%)	\$ 131,550
TOTAL	\$ 1,008,550



NOTES: Totals have been rounded to the nearest \$1,000.

(1) This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.

**SECOND AMENDMENT TO
WATER, SEWER AND DRAINAGE SERVICES CONTRACT
BETWEEN
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 264
AND
CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**

This Second Amendment to Water, Sewer and Drainage Services Contract (this "Amendment") is made and entered into this ____ day of _____, 2024 by and between HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 264, a political subdivision of the State of Texas created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54 of the Texas Water Code, as amended (the "District") and CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (the "School").

RECITALS

WHEREAS, the District and the School entered into that certain Water, Sewer and Drainage Services Contract dated December 20, 1984 (the "Contract"), as amended on January 19, 2016, which details the terms and conditions pursuant to which the District will provide water, sewer, and drainage services to the School's Complex located adjacent to, but outside the boundaries of, the District; and

WHEREAS, the Parties desire to update Exhibit E to the Agreement to reflect the actual Points of Connection of the northern 26.3 acres of the Complex to the District's Drainage System.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the District and School contract and agree as follows:

AGREEMENT

1. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Amendment.
2. Section 5.01 is hereby amended to delete and replace existing Exhibit E with the attached updated Exhibit E. The remainder of Section 5.01 shall remain in full force and effect.
3. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect in accordance with its original terms and conditions.

4. Unless defined herein, capitalized terms used herein shall have the same meanings given them in the Contract.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple counterparts, each of which shall be deemed to be an original, as of the date set forth on the first page hereof.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 264

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

CYPRESS-FAIRBANKS INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Point of Connection A

Point of Connection B

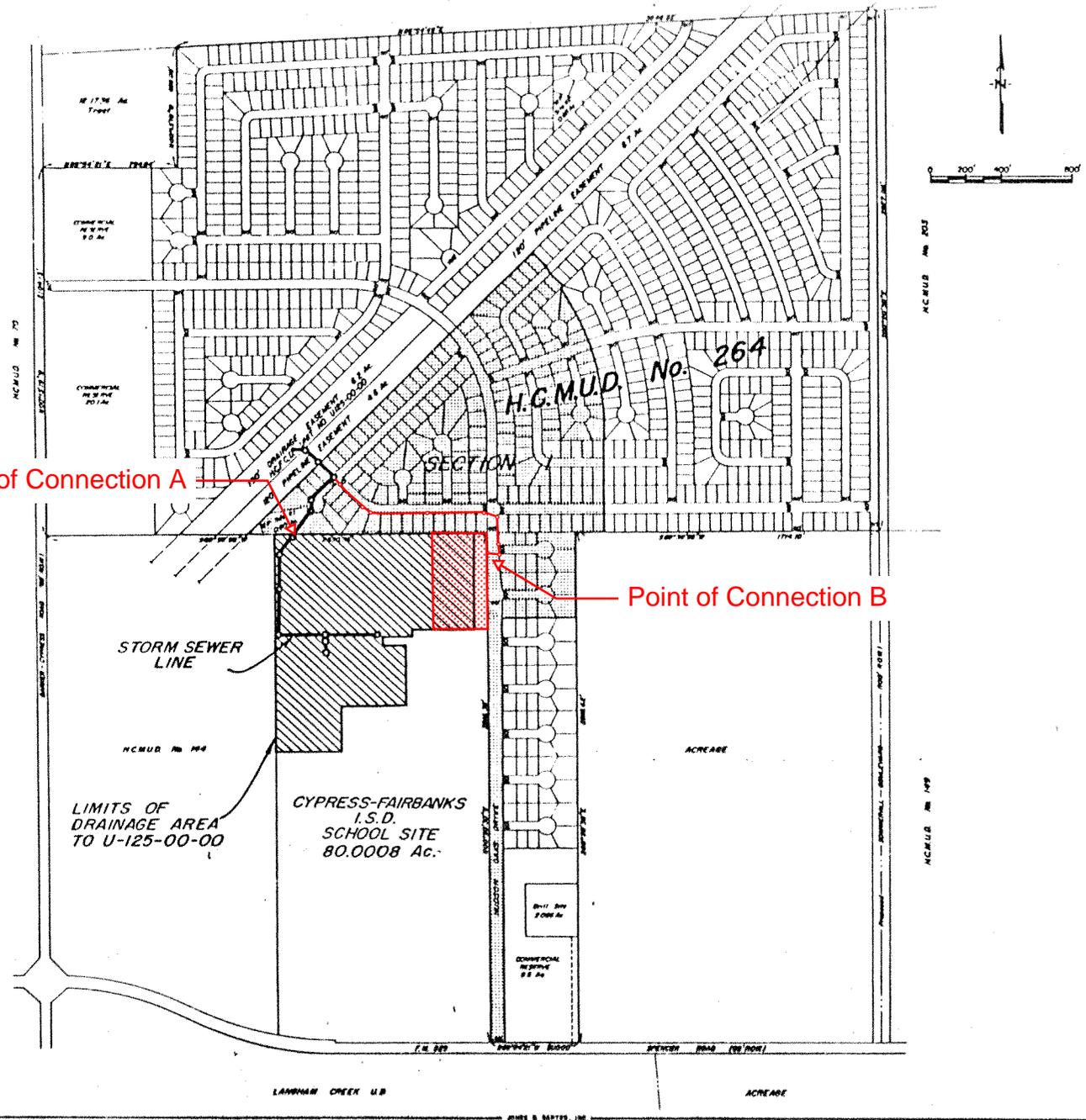


EXHIBIT "E"
SCHOOL'S DRAINAGE
SYSTEM



To: Darin Crawford
Assistant Superintendent for Support Services

From: James Briscoe
Director of Procurement Services

Date: July 10, 2024

Re: Distributors & Purveyors Catalog Bid for Banquet, Catering and Concessions
Annual Contract #24-08-3452RFP

The following proposals were received and opened at 10:00 a.m., Wednesday, June 26, 2024, as advertised and specified in documents concerning **Annual Contract #24-08-3452RFP Distributors & Purveyors Catalog Bid for Banquet, Catering and Concessions**. The proposals received and the final evaluation summary are located on pages 2-4.

Recommendation:

- Crave Cookies Katy
- ISI Commercial Refrigeration, LLC
- Labatt Food Service
- Lone Star Provisions, Inc.
- Poppin Parties, LLC
- Sun-Maid Growers of California
- Sysco Houston, Inc
- Vistar of Houston

Funding: Multiple Funds

Estimated Expenditure: \$841,000.00

Contract Term: August 1 , 2024 - July 31, 2025

Renewal: 2 Years

Line 1 Distributors with a variety of products from a variety of manufacturers, or purveyors with a variety of products from their represented manufacturer.

Line 2 BEVERAGE - includes but not limited to; Bottled water, Powerade, Coke products, Dr Pepper products, and assorted juices.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Vistar of Houston</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

Line 3 BREADS/DESSERTS - includes, but not limited to; flour tortilla, hamburger/hotdog buns, dinner rolls, muffins, cookies, cheesecake, Danish pastries, and pretzel bites.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Vistar of Houston</u>	<u>10.0%</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>

Line 4 DAIRY - includes, but not limited to; eggs, cheese, cheese sauce, butter, whipping cream, milk, yogurt.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Vistar of Houston</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

Line 5 DELI MEATS (Boars Head) - includes, but not limited to; turkey breast, ham, roast beef.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Vistar of Houston</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

Line 6 DRY GOODS - includes, but not limited to; condiments, spices, pickles, iced tea, and oils.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Vistar of Houston</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

Line 7 MEATS - includes, but not limited to; flank steak, sausage, pork, chicken, franks, and beef patty.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Vistar of Houston</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

Line 8 PAPER SUPPLIES - includes, but not limited to; cups, forks, napkins, plates, foil, sandwich wrap.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Vistar of Houston</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

SMALLWARES - includes, but not limited to; china, glassware, flatware, cutlery, shakers, cutting boards, and thermometers.

Line 9

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Vistar of Houston</u>	<u>0.0%</u>
<u>ISI Commercial Refrigeration LLC.</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

SNACKS/CHIPS - includes, but not limited to; Lays, Doritos, Fritos, tortillas, Snickers, Skittles, M&Ms, popcorn (bag and bulk).

Line 10

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Vistar of Houston</u>	<u>10.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>Sun-Maid Growers of California</u>	<u>0.0%</u>

Line 11 MISCELLANEOUS - includes any catalog item not previously listed.

<u>SUPPLIER</u>	<u>PERCENT OFF</u>
<u>Crave Cookies Katy</u>	<u>10.0%</u>
<u>Sysco Houston, Inc (Sysco USA 1)</u>	<u>10.0%</u>
<u>Vistar of Houston</u>	<u>10.0%</u>
<u>Poppin Parties LLC</u>	<u>0.0%</u>
<u>ISI Commercial Refrigeration LLC.</u>	<u>0.0%</u>
<u>Labatt Food Service</u>	<u>0.0%</u>
<u>Lone Star Provisions,Inc.</u>	<u>0.0%</u>

24-08-3452RFP (Distributors & Purveyors Catalog Bid for Banquet, Catering and Concessions)

TEAM SCORE SUMMARY

Company/Vendor Name	Evaluator 1	Evaluator 2	Evaluator 3	Average Score	Ranking
Crave Cookies Katy	89.00	78.00	74.00	80.33	5.00
ISI Commercial Refrigeration LLC	86.00	90.00	76.00	84.00	3.00
Labatt Food Service	89.00	80.00	78.00	82.33	4.00
Lone Star Provisions, Inc	73.60	89.00	74.00	78.87	6.00
Poppin Parties, LLC	76.00	73.00	74.00	74.33	7.00
Sun-Maid Growers of California	70.00	73.00	71.00	71.33	8.00
Sysco Houston, Inc	90.50	94.00	74.00	86.17	2.00
Vistar of Houston	97.00	88.00	78.00	87.67	1.00



To: Darin Crawford
 Assistant Superintendent for Support Services

From: James Briscoe
 Director of Procurement Services

Date: July 29, 2024

Re: Group Term Life/AD&D Insurance Renewal
 Contract Renewal #21-09-1550RFP-7

Item Description	Voya Financial
Group Term Life/AD&D Insurance	<u>\$413,103.00</u>
Recommendation:	Voya Financial
Funding:	Multiple Funds\$
Estimated Expenditure:	\$413,103 .00

aw



To: James Briscoe

From: Amanda Boles

Date: July 25, 2024

Re: Group Term Life/AD&D Insurance and Employee Assistance Plan (EAP)

In April 2016, the Board awarded the contract for Group Term Life/AD&D Insurance to Voya Financial. The premium for these coverages is paid on a per employee per month basis and has not increased since the contract was awarded. Effective September 1, 2024, the projected annual spend is expected to be \$322,438 for Group Term Life and \$90,665 for AD&D coverage. The rate is staying the same as the 2023-2024 plan year and is a guaranteed rate for 3 more years.

Administration is recommending that the Board approve a one-year renewal of \$413,103 with Voya Financial effective September 1, 2024, with the existing coverages and limits.

If you have any questions, feel free to contact me at (281) 897-3858. Thank you.

Cc: Karen Smith
Darin Crawford
Jaime Decantillon



Continuing our
relationship

Cypress Fairbanks Independent School District

Group Benefit Policy #: 694860

9/1/2024

Group Term Life and AD&D Insurance

For Broker or Employer Use Only.

2020173

209988 – 02152022

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VOYA
FINANCIAL

Life Insurance renewal rates

				Lives	Volume	Current Rate	New Rate	Percent Change	Current Annual Premium	New Annual Premium		
Class 1	Life	Basic Employee	per \$1,000	17,054	\$503,694,000	\$0.055	\$0.055	0.00%	\$322,438	\$322,438		
		Supplemental Employee	20 (or less)			\$0.059	\$0.059	0.00%				
			20-24			\$0.059	\$0.059	0.00%				
			25-29			\$0.059	\$0.059	0.00%				
			30-34			\$0.059	\$0.059	0.00%				
			35-39			\$0.066	\$0.066	0.00%				
			40-44			\$0.113	\$0.113	0.00%				
			45-49			\$0.150	\$0.150	0.00%				
			50-54			\$0.233	\$0.233	0.00%				
			55-59			\$0.343	\$0.343	0.00%				
			60-64			\$0.583	\$0.583	0.00%				
			65-69			\$1.098	\$1.098	0.00%				
			70-74			\$1.751	\$1.751	0.00%				
			Totals Composite								\$1,729,445	\$1,729,445
			Supplemental Spouse,	20 (or less)			\$0.059	\$0.059	0.00%			
				20-24			\$0.059	\$0.059	0.00%			
				25-29			\$0.059	\$0.059	0.00%			
				30-34			\$0.059	\$0.059	0.00%			
				35-39			\$0.066	\$0.066	0.00%			
				40-44			\$0.113	\$0.113	0.00%			
				45-49			\$0.150	\$0.150	0.00%			
				50-54			\$0.233	\$0.233	0.00%			
				55-59			\$0.343	\$0.343	0.00%			
		60-64			\$0.583	\$0.583	0.00%					
		65-69			\$1.098	\$1.098	0.00%					
		70-74			\$1.751	\$1.751	0.00%					
		Totals Composite							\$230,051	\$230,051		
		Supplemental Child	Option 1			\$0.410	\$0.410	0.00%				
		Supplemental Child	Totals Composite						\$12,728	\$12,728		
	AD&D	Basic Employee	per \$1,000	17,054	\$503,694,000	\$0.015	\$0.015	0.00%	\$90,665	\$90,665		

3 year rate guarantee
 Travel Assistance included
 Funeral Planning and Will Prep included
 EAP included

ReliaStar Life Insurance Company, a member of the Voya® family of companies

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Important information about your Group Term Life Insurance Policy

To remain consistent within an ever-changing marketplace, we are making a necessary update to our inforce Group Term Life Insurance policies to be effective upon Policy renewal. These Policies are issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Your Policy includes several specific scenarios where it may be terminated on any Premium due date. Also, within the “Policy Termination” provision is this statement:

“We may terminate the Policy on any Policy anniversary except during a rate guaranteed period.”

The change to be made is removal of the last part of this statement: “except during a rate guarantee period.” This will allow us to avoid additional reserve requirements that may adversely impact Group Term Life pricing.

There are a few key considerations as it relates to this change:

- This is consistent with common practice amongst competitor carriers in the Group Term Life market.
- This change is being made for all inforce Group Term Life policies when next exiting a rate guarantee period. Please note there is an impact to the Policy document, not the Certificate.
- While technically allowing for termination within a rate guarantee period, this change does not allow the insurer to change rates within a rate guarantee period as long as the Policy remains in effect, and with the same limited exceptions as previously included in the Policy.
- A signed amendment is required for a multi-year rate guarantee. A rate change may be applied for multi-year rate guarantees without a signed amendment.

Please note: We have no current plans to exercise this right to terminate within the rate guarantee period for any case.

This is a summary of benefits only. A complete description of benefits, limitations, exclusions and termination of coverage will be provided in the certificate of insurance and riders. All coverage is subject to the terms and conditions of the group policy. If there is any discrepancy between this document and the group policy documents, the policy documents will govern. Group Term Life Insurance is underwritten by ReliaStar Life Insurance Company (Minneapolis, MN), a member of the Voya® family of companies. Policy form ICC LP14GP (may vary by state).

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215271-12012021

ReliaStar Life Insurance Company, a member of the Voya® family of companies

Renewal acceptance

Please check boxes and sign to acknowledge acceptance of the **renewal rates** to the current contract which are documented within this renewal document.

Renewal acceptance

Group Term Life and AD&D Insurance

X _____

Authorized e-signature

Please use Adobe Fill & Sign to sign this digitally and email back to your Voya Account Manager. [Click here](#) for instructions.

- The policyholder has the right to cancel this policy on the policy anniversary.
- The cost for Basic Life Insurance may include Voya Travel Assistance, Funeral Planning and Concierge Services or an Employee Assistance Program.
- Employee Assistance Program (EAP) services are provided by ComPsych® Corporation, Chicago, IL.
- Voya Travel Assistance services are provided by Europ Assistance USA, Bethesda, MD.
- If Portability is elected, individuals who choose to port their coverage may have different rate schedules than those listed above.

Group Term Life Insurance is underwritten by ReliaStar Life Insurance Company (Minneapolis, MN), a member of the Voya® family of companies. Policy form ICC LP14GP (may vary by state).

ReliaStar Life Insurance Company, a member of the Voya® family of companies

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Glossary

Case Rate	calculated by blending the experience rate and manual rate for groups whose experience is not fully credible. The more credible the group is, the more the rate is weighted to the experience rate (and vice-versa for the manual rate).
Constant Premium	the premium that would have been paid if the current rate and plan design had been in force throughout the experience period.
Conversion Charges	the amount required to cover the risk associated with converting group life coverage to an individual policy when an employee terminates or retires.
Credibility	formula driven calculation that determines the weighting put on the past claims experience in the experience period to determine the case rate. Credibility is impacted by the number of lives covered, the frequency of claims, plan design and demographics. Larger cases with more claims are more credible.
Current Rate	the in force rates being charged for the cost of coverage.
Expenses	includes commissions, premium tax, general & administrative costs.
Experience Period	the time period used in the experience evaluation.
Experience Rate	the rate that would have produced premiums adequate to cover incurred claims and expenses within the experience period.
Incurred But Not Reported (IBNR)	an adjustment to the experience calculation that projects the amount of claims during the time period lag between when a claim has been incurred and submitted.
Incurred claims	claims that are based upon when the event occurred but may have been paid at a later date. Consists of paid claims, pending claims, changes in waiver reserve, portability and conversion charges, and changes in incurred but not reported reserves (IBNR).
Incurred Loss Ratio	the loss ratio based on total incurred claims divided by constant premium, expressed as a percentage.
Manual Rate	the rate for your plan based on your employee demographics, industry, location and plan design. The manual rate does not take into account actual claims experience.
Paid Claims	claims paid during the experience review period.
Paid Loss Ratio	paid claims divided by the paid premium, expressed as a percentage.
Paid Premium	the total dollar amount received for coverage during the experience period.
Pending Claims	claims submitted where a decision is not yet determined.
Rate Basis	unless noted otherwise, Life Insurance is per \$1,000; Long Term Disability Insurance is per \$100 monthly covered payroll; Short Term Disability Insurance is per \$10 weekly indemnity.
Reserves	funds to cover claims approved but not yet paid, incurred but not reported (IBNR), and run-out claims.
Time Value Adjustment (TVA)	an interest adjustment for the assumption of interest being earned on past paid claims and reserves for long term disability.
Waiver Reserves	funds for estimated future liability for disabled employees who have been approved for life insurance waiver of premium.

ReliaStar Life Insurance Company, a member of the Voya® family of companies

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To: Paula Ross
Assistant Superintendent of Technology Services and Information Systems

From: Samara Rangel
Technology Software Specialist

Date: June 17, 2024

Re: MAP Growth
Contract #23-07-1025 (CTPA)

Item Description	CFISD Contract/Cooperative Purchase
-------------------------	--

MAP Growth enrollment for the 2024-2025 school year for K-12 with professional learning. Northwest Evaluation Association (NWEA) is a vendor on the Central Texas Purchasing Alliance (CTPA) contract #2012-450-247.

Recommendation: Northwest Evaluation Association (NWEA)

Funding: Multiple Funds

Estimated Expenditure: \$645,526.25

One-time Purchase



NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
Created Date: 01/16/2024
Quote Number: 00091996
Start Date: 08/01/2024
Agency Code: 10063
End Date: 07/31/2025
Prepared By: Melissa Stadtfeld
Contact Name: Latisha Bard
Phone: (281)897-4000
Email: melissa.stadtfeld@nwea.org
Email: latisha.bard@cfisd.net
Bill To Name: Cypress-Fairbanks ISD
Ship To Name: Cypress-Fairbanks ISD
Bill To Address: PO Box 692003
Houston, TX 77269
Ship To Address: PO Box 692003
Houston, TX 77269-2003

Table with 4 columns: Product, Sales Price, Quantity, Total Price. Rows include Onsite (3-hour session, up to 30 participants) MAP Growth- Informing Instruction: Responsive Planning for Instruction, Onsite (3-hour session, up to 30 participants) MAP Growth- Focusing on Growth: Investigating Growth, Onsite (3-hour session, up to 30 participants) MAP Growth- Applying Reports: Student Goal Setting, Onsite (3-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Leaders, MG App Rpts: Growth Reports for Leaders Seminar (1-hour session, up to 100 participants) MAP Growth, Growth Report +1hr Virtual Consulting, MAP Growth K-12, and MAP Growth Science (Add-On).

Quote Subtotal \$645,526.25
Estimated Tax \$0.00
Grand Total \$645,526.25

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the "Agreement") for the Products and Services listed above. By signing this Schedule A, you agree you have read, understand, and agree to the terms of the Agreement. References to NWEA in the above-linked terms shall refer to NWEA, a division of Houghton Mifflin Harcourt Publishing Company.

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NWEA, a division of Houghton Mifflin Harcourt Publishing Company

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Signature

Signature: _____ Printed Name: _____

Date: _____ Title _____

District Police Department

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of the District's police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority and Duties

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, the primary duties of District police officers shall be to:

1. Protect the safety and welfare of any person engaged in the educational process within the jurisdiction of the District and protect the property, real and personal, of the District. Police officers shall first attend to protecting persons and assets on District-owned property and, second, shall attend to protecting students, staff, and District assets off District property, but within the jurisdiction of the District police officers.
2. Assist in the enforcement of District policies, rules, and regulations that involve safety and/or disruption in the operation of the District on District property, in school zones, at bus stops, or at District functions.
3. Investigate violations of District policy, rules, and regulations as requested by the chief of police or Superintendent and participate in hearings concerning alleged violations.

The secondary duties of the District police officers shall be guided by relevant articles of the Texas Code of Criminal Procedure and the Texas Education Code, including:

4. Enforcing all laws, including municipal ordinances, county ordinances, and state laws, and investigating violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the law.

~~SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL~~

CKE
(LOCAL)

- ~~5.— Arresting suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.~~
- ~~6.— Coordinating and cooperating with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.~~
- ~~7.— Carrying out all other duties as directed by the chief of police or Superintendent.~~

~~The District police officers shall not be assigned routine classroom discipline or administrative tasks.~~

~~*Temporary Assignment*~~

~~District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.~~

~~*Nonschool Employment*~~

~~All off-duty, nonschool employment for law enforcement or security services for an outside employer shall be approved in writing by the chief of police.~~

~~*Relationship with Outside Agencies*~~

~~The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The memorandum of understanding shall be approved by the Board.~~

~~*Video and Audio Monitoring*~~

~~The chief of police shall develop and implement regulations and/or departmental policies for the use of mobile and portable audio/video recording devices for District police officers while in the performance of duty.~~

~~*Access to Recordings*~~

~~Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by District policy, the department regulations manual, and law.~~

Training

All District officers shall receive at least the minimum amount of continuing education required by the Texas Commission on Law Enforcement (TCOLE).

Department Regulations Manual

To carry out the provisions in this policy, the police department shall compile and maintain a departmental regulations manual that describes and sets forth departmental regulations, operational procedures, and rules pertaining to the administration of police services. The chief of police shall review the manual annually and make any appropriate revisions.

Racial Profiling

The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.

Use of Force

The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.

High-Speed Pursuit

Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual FO.02.

Complaints

All complaints regarding the District police department, its operations, and its police officers and employees shall be reviewed by the appropriate supervisor(s) in the chain of command.

Complaints that involve allegations of a non-serious nature where the complainant may simply request notification be made to the officer's supervisor regarding an incident and their dissatisfaction with the level of service provided, improper attitude, or improper behavior shall typically be handled as an informal complaint through the chain of command, beginning with the first line supervisor. Informal complaints may be filed in person, by U.S. Mail, by e-mail, or by phone at any time.

Formal Complaints

General Provisions

~~Complaints involving an allegation of misconduct that may be of a potentially serious nature that could warrant discipline and/or departmental corrective action may be investigated as a formal complaint. To proceed with a formal complaint against a District police officer, the complaint must be in writing on a form provided by the District and shall be signed by the person making the complaint and notarized. In accordance with the law, the District shall provide to the police officer a copy of the formal complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)]~~

Filing

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

~~The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a complainant fails to schedule or appear at the conference, the District may dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.~~

Response

~~At Levels One, Two, and Three, "response" shall mean a written communication to the complainant from the appropriate supervisor. Responses may be hand-delivered or sent by U.S. Mail to the complainant's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.~~

Days

~~"Days" shall mean District business days as specified on the District's calendar. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

Representative

~~“Representative” shall mean any person or organization that is designated by the complainant to represent the complainant in the complaint process.~~

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

Consolidating Complaints

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. A complainant shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.~~

Untimely Filings

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

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the complainant, at any point during the formal complaint process. The complainant may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.~~

Costs Incurred

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

Complaint Form

~~Formal complaints under this policy shall be submitted in writing on a form provided by the District and shall be signed by the person making the complaint and notarized.~~

~~Copies of any documents that support the complaint should be attached to the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the complainant unless the~~

~~complainant did not know the documents existed before the Level One conference.~~

~~A complaint form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing a formal complaint.~~

~~Level One~~

~~Formal complaints shall be filed with the office of the chief of police. If the complaint is not filed with the office of the chief of police, the individual receiving the complaint form shall note the date and time the form was received, place the complaint in a sealed envelope, and immediately forward the complaint to the office of the chief of police.~~

~~The chief of police shall assign a Level One complaint to the lowest level administrator who has the authority to remedy the alleged problem. In most cases this will be the lieutenant in the police officer's chain of command.~~

~~Violation of Law~~

~~A complaint alleging a specific violation of the law shall be filed within the time frame established by the statute of limitations based on the action giving rise to the complaint.~~

~~In such cases, the supervisor shall hold a conference with the complainant within ten days after receipt of the formal complaint. The supervisor may set reasonable time limits for the conference. The supervisor shall then conduct an investigation in a timely manner, but shall not exceed 30 days from receipt of the written complaint. The supervisor shall also provide the complainant a written response within 30 days from receipt of the written complaint. The written response shall set forth the basis of the decision. In reaching a decision, the supervisor may consider information provided at the Level One conference and any relevant documents or information from the supervisor's investigation.~~

~~No Violation of Law~~

~~A complaint shall be filed within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint regarding a police officer or law enforcement operation that is not a violation of the law.~~

~~In such cases, the appropriate supervisor shall hold a conference with the complainant within ten days after receipt of the formal complaint. The supervisor may set reasonable time limits for the conference. The supervisor shall investigate as necessary and provide the complainant a written response within ten days~~

~~following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the supervisor may consider information provided at the Level One conference and any relevant documents or information from the supervisor's investigation.~~

~~Level Two~~

~~If the complainant did not receive the relief requested at Level One or if the time for a response to the formal complaint has expired based on the type of complaint filed (violation of law or no violation of law), the complainant may file a Level Two appeal notice with the office of the chief of police.~~

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

~~After receiving notice of the appeal, the Level One supervisor shall prepare and forward a record of the Level One complaint to the office of the chief of police. The complainant may request a copy of the Level One record.~~

~~The Level One record shall include:~~

- ~~8.—The original complaint form and any attachments.~~
- ~~9.—All other documents submitted by the complainant at Level One.~~
- ~~10.—The written response issued at Level One and any attachments.~~
- ~~11.—All other documents relied upon by the Level One supervisor in reaching the Level One decision.~~

~~The chief of police or designee shall hold a Level Two conference within ten days after the Level Two appeal notice is filed. The conference shall be limited to the issues presented by the complainant at Level One. At the Level Two conference, the complainant may provide information concerning any documents or information relied on by the administration for the Level One decision. The chief of police or designee may set reasonable time limits for the conference.~~

~~The chief of police or designee shall provide the complainant a written response within ten days following the conference. The written response shall set forth the basis of the decision regarding the complaint. In reaching a decision, the chief of police or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or~~

~~information the chief of police or designee believes will help resolve the complaint.~~

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

Level Three

~~If the complainant did not receive the relief requested at Level Two or if the time for a response has expired, the complainant may file a Level Three appeal notice with the office of the Superintendent to appeal the Level Two decision.~~

~~The appeal notice of the complaint shall be filed in writing, on a form provided by the District, within ten days of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.~~

~~The complainant may request a copy of the Level Two record.~~

~~The Level Two record shall include:~~

~~12. The Level One record.~~

~~13. The notice of appeal from Level One to Level Two.~~

~~14. The written response issued at Level Two and any attachments, including any audio recordings.~~

~~15. All other documents relied upon by the administration in reaching the Level Two decision.~~

~~The Level Three administrator shall be the Superintendent or designee. The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the complainant may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.~~

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

Level Four

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

~~The appeal notice shall be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.~~

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

~~The Superintendent or designee shall provide the Board with the record of the Level Three appeal. The complainant may request a copy of the Level Three record.~~

~~The Level Three record shall include:~~

- ~~16.—The Level One and Level Two records.~~
- ~~17.—The notice of appeal from Level Two to Level Three.~~
- ~~18.—The written response issued at Level Three and any attachments.~~
- ~~19.—All other documents relied upon by the administration in reaching the Level Three decision.~~

~~The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the complainant notice of the nature of the evidence at least three days before the hearing.~~

~~The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~

~~In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the complainant or the complainant's representative, any presentation from the administration, and~~

~~questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.~~

~~The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three. [See Complaints Against Peace Officers at CKEA(LEGAL)]~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

**District Police
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory
Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of the District's police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority and
Duties

~~Police officers employed by the~~ Each District ~~police officer~~ shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, the primary duties of each District police ~~officers~~ officer shall be to:

1. Protect the safety and welfare of any person engaged in the educational process within the jurisdiction of the District and protect the property, real and personal, of the District. Police officers shall first attend to protecting persons and assets on District-owned property and, second, shall attend to protecting students, staff, and District assets off District property, but within the jurisdiction of the District police officers.
2. Assist in the enforcement of District policies, rules, and regulations that involve safety and/or disruption in the operation of the District on District property, in school zones, at bus stops, or at District functions.
3. Investigate violations of District policy, rules, and regulations as requested by the chief of police or Superintendent and participate in hearings concerning alleged violations.

The secondary duties of ~~the~~ each District police ~~officers~~ officer shall be guided by relevant articles of the Texas Code of Criminal Procedure and the Texas Education Code, including:

1. Enforcing all laws, including municipal ordinances, county ordinances, and state laws, and investigating violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the law.
2. Arresting suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

presence or under the other rules set out in the Texas Code of Criminal Procedure.

3. Coordinating and cooperating with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
4. Carrying out all other duties as directed by the chief of police or Superintendent.

~~The~~A District police ~~officers~~officer shall not be assigned routine classroom discipline or administrative tasks.

~~Temporary
Assignment~~

~~District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.~~

Limitations on
Nonschool
Employment

All off-duty, nonschool employment for law enforcement or security services for an outside employer shall be approved in writing by the chief of police. Each District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while working off-duty or temporarily assigned to another agency.

Relationship with
Outside Agencies

The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into ~~a memo-~~~~randum~~memoranda of understanding and other appropriate interlocal agreements that ~~outlines~~outline reasonable communication and coordination efforts among the department and the agencies. ~~The memorandum of understanding~~All such agreements shall be approved by the Board.

Interlocal
Agreement for
Mutual Aid

While operating pursuant to an interlocal agreement for mutual aid or other support for another law enforcement agency, each District police officer shall perform the duties and have the authorities set out in the agreement, including enforcing all laws within the other agency's jurisdiction.

Video and Audio
Monitoring

The chief of police shall develop and implement regulations and/or departmental policies for the use of mobile and portable audio/video recording devices for District police officers while in the performance of duty.

Access to
Recordings

Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by District policy, the department regulations manual, and law.

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

Body-Worn Cameras	A District officers police officer shall use a body-worn cameras camera only when performing official law enforcement duties for the District and in accordance with the provisions of the District police department's body-worn camera program. Officers Each District police officer shall receive training on the program, including proper use and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.
Training	All Each District officers police officer shall receive at least the minimum amount of continuing education required by the Texas Commission on Law Enforcement (TCOLE).
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a departmental regulations manual that describes and sets forth departmental regulations, operational procedures, and rules pertaining to the administration of police services. The chief of police shall review the manual annually and make any appropriate revisions.
<i>Racial Profiling</i>	The chief of police shall develop and implement regulations to ensure compliance with state law laws regarding racial profiling. Police officers employed by the A District police officer shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
<i>Use of Force</i>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
<i>High-Speed Pursuit</i>	Officers A District police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual FO.02.
Complaints	All complaints regarding the District police department, its operations, and its police officers and employees shall be reviewed by the appropriate supervisor(s) in the chain of command. Complaints that involve allegations of a non-serious nature where the complainant may simply request notification be made to the officer's supervisor regarding an incident and their dissatisfaction with the level of service provided, improper attitude, or improper behavior shall typically be handled as an informal complaint through the chain of command, beginning with the first-line supervisor. Informal complaints may be filed in person, by U.S. Mail, by e-mail email, or by phone at any time.

Formal Complaints

General Provisions

Complaints involving an allegation of misconduct that may be of a potentially serious nature that could warrant discipline and/or departmental corrective action may be investigated as a formal complaint. To proceed with a formal complaint against a District police officer, the complaint must be in writing on a form provided by the District and shall be signed by the person making the complaint and notarized. In accordance with the law, the District shall provide to the police officer a copy of the formal complaint.

[See CKE(LEGAL) and CKEA(LEGAL)]

Filing

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

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a complainant fails to schedule or appear at the conference, the District may dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the complainant from the appropriate supervisor. Responses may be hand-delivered or sent by U.S. Mail to the complainant's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days as specified on the District's calendar. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person or organization that is designated by the complainant to represent the complainant in the complaint process.

The complainant may designate a representative through written notice to the District at any level of this process. If the complainant designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District

may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process regardless of the complainant's representation.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A complainant shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the complainant, at any point during the formal complaint process. The complainant may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint Form

Formal complaints under this policy shall be submitted in writing on a form provided by the District and shall be signed by the person making the complaint and notarized.

Copies of any documents that support the complaint should be attached to the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the complainant unless the complainant did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing a formal complaint.

Level One

Formal complaints shall be filed with the office of the chief of police. If the complaint is not filed with the office of the chief of police, the individual receiving the complaint form shall note the date and time the form was received, place the complaint in a sealed envelope, and immediately forward the complaint to the office of the chief of police.

The chief of police shall assign a Level One complaint to the lowest level administrator who has the authority to remedy the alleged

problem. In most cases this will be the lieutenant in the police officer's chain of command.

Violation of Law

A complaint alleging a specific violation of the law shall be filed within the time frame established by the statute of limitations based on the action giving rise to the complaint.

In such cases, the supervisor shall hold a conference with the complainant within ten days after receipt of the formal complaint. The supervisor may set reasonable time limits for the conference. The supervisor shall then conduct an investigation in a timely manner, but shall not exceed 30 days from receipt of the written complaint. The supervisor shall also provide the complainant a written response within 30 days from receipt of the written complaint. The written response shall set forth the basis of the decision. In reaching a decision, the supervisor may consider information provided at the Level One conference and any relevant documents or information from the supervisor's investigation.

No Violation of Law

A complaint shall be filed within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint regarding a police officer or law enforcement operation that is not a violation of the law.

In such cases, the appropriate supervisor shall hold a conference with the complainant within ten days after receipt of the formal complaint. The supervisor may set reasonable time limits for the conference. The supervisor shall investigate as necessary and provide the complainant a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the supervisor may consider information provided at the Level One conference and any relevant documents or information from the supervisor's investigation.

Level Two

If the complainant did not receive the relief requested at Level One or if the time for a response to the formal complaint has expired based on the type of complaint filed (violation of law or no violation of law), the complainant may file a Level Two appeal notice with the office of the chief of police.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One supervisor shall prepare and forward a record of the Level One complaint to the office of the chief of police. The complainant may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the complainant at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One supervisor in reaching the Level One decision.

The chief of police or designee shall hold a Level Two conference within ten days after the Level Two appeal notice is filed. The conference shall be limited to the issues presented by the complainant at Level One. At the Level Two conference, the complainant may provide information concerning any documents or information relied on by the administration for the Level One decision. The chief of police or designee may set reasonable time limits for the conference.

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

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

Level Three

If the complainant did not receive the relief requested at Level Two or if the time for a response has expired, the complainant may file a Level Three appeal notice with the office of the Superintendent to appeal the Level Two decision.

The appeal notice of the complaint shall be filed in writing, on a form provided by the District, within ten days of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.

3. The written response issued at Level Two and any attachments, including any audio recordings.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The Level Three administrator shall be the Superintendent or designee. The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the complainant may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

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

Level Four

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

The appeal notice shall be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

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

The Superintendent or designee shall provide the Board with the record of the Level Three appeal. The complainant may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One and Level Two records.
2. The notice of appeal from Level Two to Level Three.
3. The written response issued at Level Three and any attachments.
4. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the complainant notice of the nature of the evidence at least three days before the hearing.

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

Note: For information related to the selection of instructional materials, see EF(LEGAL) and EFA (LOCAL).

The District shall provide age appropriate library materials for students and faculty that support student achievement, present varying levels of difficulty, have diversity of appeal, and contain a variety of points of view. The materials should provide a wide range of background information that enables students to make intelligent decisions in their daily lives. The materials should also represent diverse viewpoints and cultures appropriate to each campus to ensure their campus collections embody the unique backgrounds of the student population.

The oversight and ultimate responsibility for the review, inclusion, and final reconsideration of library materials is vested in the Board of Trustees. The Superintendent shall ensure that library materials are selected in accordance with this policy established and approved by the Board of Trustees as well as with the administrative regulations established by the Superintendent.

Objectives

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community.

In this policy, “library materials” may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained or displayed in a campus library. “Parent” as used in this policy includes a parent or legal guardian standing in the parental relationship to a student.

In accordance with state and local guidelines, the purpose of library collections is to enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning for pleasure.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading. While instructional materials and library materials are both considered instructional resources, they are not the same, and the term library materials should not be used interchangeably with instructional materials for the purpose of this policy.

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LIBRARY MATERIALS

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Parental
Involvement and
Access

School libraries are essential and must be safe and inviting centers for teaching and learning that provide equitable access to emerging technologies and physical and virtual collections of high quality, reflecting input from key stakeholders, including parents and community members. The District shall focus on maximizing transparency with parents and community members while meeting student needs and providing enrichment opportunities with library materials.

To support parental access and transparency, the District shall post this policy and its implementing regulation along with a link to each campus and their library materials on the District's website. Parents may view their own student's library material selection(s) through the District's online library management system. Parents may also elect to restrict their own student's ability to select library materials in accordance with administrative regulation.

Protection from
Inappropriate
Material

Library materials, including materials available on display, in classroom libraries or available online, shall not include "harmful material" as defined by Penal Code 43.24(a)(2), "obscene" material as defined by Penal Code 43.21(a)(1) and is not protected by the First Amendment, "sexually explicit material" as defined by Education Code Section 33.021(a), or "pervasively vulgar" or "educationally unsuitable" material as referenced by the U.S. Supreme Court and determined by administrative regulation.

Library materials determined by the Texas Education Agency to contain sexually relevant material as defined by Education Code 35.001(3) require parent permission to reserve, check out, or otherwise use outside the school library.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

**Collection
Development
Standards**

Library materials in the library collection shall be chosen in accordance with state law. This policy shall be reviewed at least once every three (3) years and updated as needed. The Texas State Library and Archives Commission standards for school library collection development shall serve as the primary basis for developing and implementing the District's library collection development standards. Library materials included in a campus collection should be categorized into one of the District's identified book collections prior to inclusion in the collection. For administrative efficiency, the District shall identify its collections using the publishing industry's standard collection titles of: juvenile, young adult and adult collections, as defined in administrative regulation.

In the selection and determination of library materials and services, the District-level library supervisor and individuals designated by that supervisor, such as SBEC certified campus librarians, shall ensure that the materials and services comply with the mandatory collection development standards adopted by the Texas State Library and Archives Commission and consider the voluntary standards for school library services adopted by the Texas State Library and Archives Commission. The selection and determination of library materials should:

1. Enrich and support the Texas Essential Knowledge and Skills and curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles;
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards;
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis; and
4. Represent the ethnic, religious, and cultural groups of the state and their contribution to Texas, the nation, and the world.

In addition, the selection and determination of collection material should include at least two (2) of the following standards:

1. Consideration of recommendations from students, parents/guardians, and local community members;
2. Consultation with the school district's educators and library staff and/or consultation with library staff of similarly situated school districts and their collection and collection development policies;
3. An extensive review of the text of the item;
4. The context of a work, including consideration of the contextual characteristics, overall fit within the existing school library collection, and potential support of the school curriculum; or
5. Consideration of the authoritative reviews of the items from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition list for school-aged readers, library science field experts, and highly acclaimed author and literary expert recommendations.

Additional standards
for fiction and literary
non-fiction

In addition to the collection standards stated above, prior to any fiction or literary non-fiction material being selected for inclusion in the Young Adult or Adult Collections, a library material shall have been read or reviewed and recommended for inclusion by the District-level library supervisor, a campus librarian, or individuals designated by the District-level library supervisor.

Acquisition
Procedures

Any library material acquired or being considered for purchase by the District shall be posted on the District's website for at least thirty (30) days prior to the book being included in a District library. ~~Each acquisition list shall be provided to the Superintendent and the Board of Trustees at least five (5) days prior to posting on the District's website.~~ Questions or concerns by any person regarding library materials proposed for acquisition shall be addressed ~~similar to the Formal Reconsideration process as outlined in administrative regulation through a reconsideration process comparable to the one for acquired books described in the Challenged Resources section, including notice of the determination to the Superintendent and the Board of Trustees.~~

**Grade Span Access
by Collection**

The District shall ensure that the methods by which a student accesses library materials, including digital material, allows the student to only access grade-appropriate content and/or content authorized by parent permission.

The District-level library supervisor and individuals designated by that supervisor, such as SBEC certified campus librarians, shall apply access levels to library materials in the library collections by consulting professional reviews and/or recommendations from District librarians or individuals designated by the District-level library supervisor. Access levels shall be applied in accordance with administrative regulation and the following Collection levels are available at campuses (content appropriate for the grade levels at that campus) as follows:

Grade Span	Content Access Level
Prekindergarten–grade 5	Juvenile, Young Adult*
Grade 6	Juvenile, Young Adult*, Adult*
Grades 7–8	Juvenile, Young Adult, Adult*
Grades 9–12	Juvenile, Young Adult, Adult*

*Parent permission is required

Parent Consideration District staff may assist a student in selecting library material for choice reading; however, the ultimate determination of appropriateness and access to library materials for a student remains with that student's parent. Parents are encouraged to communicate with the campus librarian and their student's teacher about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative regulations, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources see EF(LEGAL).]

Challenged Resources A parent of a District student, a District student who is 18 years of age or older, an individual employee in the District, or any District resident may challenge a library material maintained in the District's library collection on the basis that the library material fails to meet the standards set forth in this policy or the designated collection level for the library material is incorrect.

Guiding Principles The following principles shall guide the Board, staff and reconsideration committees in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, even though the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted for students during the reconsideration process unless requested by a parent for that parent's child.
4. Library materials may not be removed based solely on the ideas contained in the material, or the personal background of the author or characters in the material. [EF(LEGAL)]

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use.

Informal Reconsideration Required Any objection or challenge to a library material must first be made through the informal reconsideration review process at the campus where the material is located. When a campus receives an objection or challenge to the appropriateness of a library material or its collection level, the campus librarian and a campus administrator

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shall try to resolve the matter informally. The librarian and administrator shall confer with the complainant regarding the specific concerns of the library material or assigned collection level.

If the complainant's concerns are not resolved through the informal process, the administrator shall refer the complainant to this policy and the required form to request a formal reconsideration of the library material on the District's website.

Formal
Reconsideration

If the complainant is dissatisfied with the informal reconsideration review, the complainant may choose to request a formal reconsideration. A complainant must make any formal challenge to a library material on the form provided by the District and shall submit the completed and signed form to the District-level library supervisor, the campus librarian, and campus principal. Upon receipt of the form, the District-level library supervisor shall notify the campus principal and librarian at every campus where the library material is located of the challenge and shall provide a copy of the form to the Superintendent and the Board of Trustees.

The District-level library supervisor shall appoint a reconsideration committee to hear the formal reconsideration request. The reconsideration committee should generally include a campus librarian, administrator and parent from each campus or campus feeder pattern where the challenged material is located but may include fewer representatives if at multiple campuses and determined appropriate by the District-level library supervisor. The committee may also include other members such as District-level staff, secondary-level students, and any other appropriate individuals determined by the District-level library supervisor.

All members of the committee shall review the challenged library material in its entirety within forty-five (45) school days of formation of the reconsideration committee or as soon thereafter as reasonably possible given the length or complexity of the challenged resource or the number of pending reconsideration requests being considered. If the committee requires time beyond forty-five (45) school days because of the number of pending requests or the length or complexity of the challenged resources, the District-level library supervisor shall notify the complainant of the progress of the review and the estimated time period needed for the reconsideration committee to complete the review.

Once the review is completed, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be part of the library collection or assigned collection level. The committee shall prepare a written determination of

INSTRUCTIONAL RESOURCES
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its findings within ten (10) school days of the reconsideration committee meeting. The Board of Trustees, the Superintendent, and the complainant shall receive copies of the determination.

Frequency of
Review

After a library material has been formally reconsidered, it shall not be reviewed again through the reconsideration process within two (2) years from the date of the written determination in the formal reconsideration process unless determined by the District-level library supervisor to be reviewed sooner or the material is reviewed through the regular library maintenance schedule. [See Maintenance of Library Materials, below]

Appeal

The ~~complainant may appeal the~~ decision of the reconsideration committee may be appealed in accordance with appropriate complaint policies, starting at level three. [See DGBA, FNG, and GF]

**Alternate Sources of
Library Materials**

The District shall accept gifts and donations to a campus library with the understanding that the library materials and monies to purchase library materials must be in accordance with District policy and the selection criteria noted above. [See CDC] Classroom library materials created or maintained to enhance the instructional program or for voluntary inquiry or self-selected reading by students shall be done in accordance with the selection criteria noted above.

**Maintenance of
Library Materials**

Campus library collections shall be evaluated periodically to appraise the quality of library materials in the school library to ensure the library's goals, objectives, and information needs are serving its school community and should stipulate the means to weed or update the collection. The Superintendent shall ensure administrative procedures are established for regular maintenance of the campus library collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Note: ~~The following provisions apply to all District facilities except the Richard E. Berry Educational Support Center and the Visual and Performing Arts Center.~~

The District has established a limited open forum for non-school use of district facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other non-school users of District facilities (See Patriotic Societies in GKS (LEGAL)).

Scope of Use

The District shall permit non-school use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy. ~~Such activities must be conducted by nonprofit organizations located within the District which serve students and/or the community, and which meet the community expectations for District schools.~~

~~District indoor and outdoor facilities are open for non-school use as described herein from 5:00 a.m. until 11:00 p.m. Non-school use outside of these hours must be authorized in advance in accordance with the procedures outlined in this policy.~~

~~School-sponsored and school-related events shall take priority over all non-school events. School-sponsored shall be defined as school-related events conducted, chaperoned, supervised, or advised by a professional District employee. Such events may be curricular, co-curricular, or extracurricular activities, as well as District business meetings.~~

Approval for ~~a~~ non-school use shall not be granted for any purpose that would damage or modify school property or to any group that has previously damaged school property or has an outstanding balance.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB

- Use by District-affiliated school-support organizations:
GE

**Nonprofit
Fundraising
Prohibited**

~~Eligible users, including~~The District shall permit nonprofit organizations ~~not affiliated with the District, may not~~to conduct fundraising events on District property when these activities do not conflict with school use or with this policy, or with administrative regulation at GKD.

**For-Profit Use
Prohibited**

The District shall ~~not~~ permit individuals, for-profit organizations, or groups ~~that do not have IRS nonprofit status~~ to use its ~~indoor or outdoor school~~ facilities for ~~profit~~ financial gain when these activities do not conflict with school use, this policy, or District regulation GKD.

Scheduling

Eligible requests for non-school use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The facilities use manager shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

Activities which serve District students shall be given priority for use of District facilities.

During ~~the~~ summer months, the District may close its facilities (both indoor and outdoor) to perform yearly maintenance, scheduled renovations, or allow respite of areas. As such, District facilities may be unavailable for non-school use during the summer on a rotating basis.

Notwithstanding the above, ~~all~~the District may close its facilities ~~are closed~~ for non-school use two weeks prior to the start of school and the first week of school, with the exception of scheduled repeated use groups (described below).

Approval of Use

The ~~facilities use manager~~ Superintendent or designee is authorized to grant or deny scheduling requests and assign the use of ~~facilities on a school campus or the District's Exhibit Center~~ any District facility.

Approval of Use —
Exception

Except as noted herein, no prior approval shall be required for non-school-related personal recreational use of the District's unlocked, outdoor facilities, such as parking lots, playgrounds, or tennis

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courts, ~~and the like,~~ during non-school hours or days when the facilities are not otherwise in use by the District or an authorized user for a previously scheduled non-school purpose.

All unscheduled use of the District's outdoor facilities (including parking lots) must be for personal, recreational use and may not be utilized by commercial or profit-oriented businesses or individuals (including individuals providing services for pay or other remuneration).

Personal, recreational use of District parking lots shall not include organized gatherings or events in District parking lots or the extended or overnight parking of unauthorized vehicles. Any request to use a District parking lot for an extended period of time or for an organized gathering or event must be scheduled with the appropriate outside facilities use designee manager in accordance with this policy.

Any request to host an organized event on a District parking lot must be submitted in writing to the facilities use manager for approval consideration. If approved, insurance must be provided, and applicable rent and expenses may apply. The District reserves the right to charge the applicable rent and expenses for events held.

Recreational users of the District's outdoor facilities may not access the indoor facilities and may not alter the outdoor areas in any way. Any abuse or misuse of the District's property shall result in permanent exclusion from use of District facilities.

All outdoor facilities are closed to the public from 11:00 p.m. until 5:00 a.m.

Emergency Use

In case of emergencies or disasters, the Superintendent , or designee, may authorize the use of any school facility by civil defense, health, or emergency service authorities.

Facilities Not Available

The following facilities shall not be available for non-school use:

1. Laboratories and shops;
2. Open teaching areas/classrooms;
3. High school turf football fields;
4. Administrative areas/offices;
5. Libraries/resource centers;
6. Vacant property owned by the District; and
7. Other areas as deemed necessary.

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Repeated Use

The District shall permit repeated use of ~~District facilities~~any school campus or the District's Exhibit Center (i.e., weekly intervals) by any group or organization for non-school purposes for no longer than three years.

The group's plan for providing a permanent facility must be presented to the District in writing within six months of initial use and annually thereafter throughout the three-year period of use. Extensions beyond a third year shall result in additional fees and limitations as listed in District regulation GKD.

~~The limitations on District may permit repeated use by a non-school group or organization shall not apply to any group or organization when the primary participants in the activities are school-aged children and the activity occurs after school, prior to 8:30 p.m. of the Richard E. Berry Educational Support Center and the Visual and Performing Arts Center for a period of no longer than one year. Extensions beyond one year shall require the approval of the Superintendent or designee.~~

Use Agreement

Any organization or individual approved for a non-school use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and acknowledging that the District is not liable for any personal injury or damages to personal property related to the non-school use.

~~Requests for use of facilities shall be filed no later than two weeks prior to the planned use of the facility to allow ample time to process the application, i.e., verify insurance, arrange for the facility, arrange for security, and the like, as deemed necessary.~~

Fees for Use

Non-school users shall be charged a fee for the use of designated facilities, unless otherwise specified in this policy or the established fee schedule.

The ~~facilities use department~~Superintendent or designee shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and the like. ~~Changes to the fee schedule take effect immediately or at the onset of the next established season for sports activities.~~

**Required
Conduct Fees for
Use — Exception**

Administrative regulation GKD establishes priority classifications for facility use and specifies the fees to be assessed, if any, for each classification based on the type of usage requested.

~~Persons or groups using District facilities shall:~~

- ~~1. Conduct business in an orderly manner.~~
 - ~~2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco or vaping products on school property. [See GKA].~~
 - ~~3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.~~
- ~~All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.~~

- ~~1. Youth organizations using District facilities, unless otherwise specified, must be composed of at least 80 percent District residents.~~
- ~~2. Only authorized District employees shall be permitted to have keys to District facilities. Exceptions must be approved by the facilities use manager or designee.~~
- ~~3. Any group or organization not complying with the regulations and guidelines shall be denied future use of the facility.~~
- ~~4. Certain equipment, such as audiovisual equipment and instructional materials, is not available for use.~~
- ~~5. All groups and organizations must furnish liability insurance prior to approval for use, except as provided in this policy at Exceptions to Insurance Requirement.~~
- ~~6. Activities involving school-aged participants shall not be allowed in school facilities on the day prior to the administration of state standardized tests.~~
- ~~7. All nonprofit groups requesting use of facilities must provide confirmation of their IRS nonprofit status.~~
- ~~8. The District has not created a public forum for speech and debate on District property. Accordingly, District buildings, parking areas, and grounds adjacent to District buildings shall not be available to non-District groups or individuals for public demonstrations, rallies, or political events.~~

User Categories

Political Process Use

~~Users shall be classified in one of the following categories as defined in the administrative regulation.~~

- ~~• Category I — Student/Youth Activities~~

- ~~Category II — Community/Civic Service Activities~~
- ~~Category III — Parent Organizations [as defined by GE(LOCAL)]~~
- ~~Category IV — Educational Entities~~
- ~~Category V — Professional Educational Organizations~~

~~All events will be charged in accordance with the administrative regulation and the District's established facilities use rate.~~

~~The District's athletic director, with the approval of the Superintendent or designee, has the authority to designate any District athletic facility as no longer available for public use. Activities shall be reassigned to another facility, if available.~~

~~UIL activities approved by the District's athletic director and the Superintendent may be permitted at District athletic facilities.~~

Facilities shall be made available for elected officials to conduct town hall meetings to inform constituents regarding pertinent issues. Facilities shall not be used by political candidates for campaign purposes.

The District shall facilitate arrangements for at least one candidate forum prior to each Board member election. Any candidate forum ~~in a~~ District facilities shall provide equal access for participation in the event by all eligible and duly filed candidates.

**Athletic Facilities
Guidelines**
[Political
Process Use
Exception](#)

[The Richard E. Berry Educational Support Center complex and the Visual and Performing Arts Center facilities, parking areas, and grounds are available to non-District groups or individuals for political events according to priority categories established in the District regulation GKD.](#)

Liability Insurance

A certificate of insurance shall be issued to the District prior to use of the facility in an amount to be determined by the Board. The District shall be named as an additional insured party in such a contract.

Access to the facility shall not be permitted until the application and insurance verification have been reviewed and approved by appropriate District personnel.

[All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the District by registered mail at least 30 days prior to such termination.](#)

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Exceptions to
Insurance
Requirements

Insurance requirements shall be waived for school-sponsored groups, governmental agencies, educational entities, and District-recognized professional education organizations.

~~Any individual or group desiring to use facilities to conduct any type of instructional program, including tutoring, must conduct such programs in conjunction with an approved District program. All fees or tuition charges received for the services shall be approved by the Board and paid to the District.~~

~~School facilities shall not be available for use by any individuals or groups residing outside the District except:~~

- ~~1. When such activity is for the exclusive benefit of District students; or~~
- ~~2. When the activity is for a regional or sectional meeting by a recognized group.~~

~~Craft shows involving third-party vendors sponsored by approved District/school support organizations shall be allowed only at the District exhibit center and at the Richard E. Berry Educational Support Center.~~

~~The craft vendors shall pay a fee to the District/school organization to be allowed booth space, but the vendors shall retain any revenue from selling their products. All proceeds from booth rentals shall go to the sponsoring school or school organization. Profits to the District from craft shows shall be used in accordance with policy GE(LOCAL).~~

~~**Note:** The following provisions apply only to the Richard E. Berry Educational Support Center and the Visual and Performing Arts Center.~~

~~This policy sets out the guidelines under which non-District entities may use the Richard E. Berry Educational Support Center (RBC) or the Visual and Performing Arts Center (VPAC) facilities.~~

~~The RBC and VPAC shall be made available to District business partners, non-school District groups, companies, individuals, or organizations, and for-profit and IRS-designated nonprofit entities' events after District events are determined.~~

~~These groups, individuals, and organizations must conduct activities for student and/or the community that do not conflict with~~

~~school programs and the community expectations for the District facilities.~~

~~The facilities shall be made available to District and school sponsored events defined as activities conducted, chaperoned, or supervised by a professional District department or school employee(s). Such events may be curricular, co-curricular, or extracurricular activities, as well as District business meetings. School-related and department events shall take booking priority over all non-school events.~~

~~Approval shall not be granted for any purpose that would damage or modify District property.~~

~~The District shall permit IRS-designated nonprofit organizations to conduct fundraising events at the RBC and VPAC when these activities do not conflict with District use or with this policy.~~

~~The District shall permit individuals and for-profit organizations to use the RBC and VPAC for financial gain when these activities do not conflict with District use or with this policy.~~

~~School-sponsored events shall always have priority when any use is scheduled. [See FM]~~

Approval of Use

~~The director of the RBC or VPAC is authorized to approve use of the facilities.~~

Emergency Use

~~In case of emergencies or disasters, the Superintendent may authorize use of the RBC or VPAC by civil defense, health, or emergency service authorities.~~

Facilities Not Available

~~The following RBC and VPAC facilities may not be available for non-District use:~~

- ~~1. Administrative areas/office;~~
- ~~2. Storage/maintenance areas;~~
- ~~3. Kitchens;~~
- ~~4. Specific locker rooms; and~~
- ~~5. Other areas as deemed necessary.~~

~~The Superintendent or designee has the authority to designate any RBC or VPAC facility as no longer available for public use. In this case, scheduled activities shall be reassigned to another RBC, VPAC or District space, if available.~~

~~Groups may contract for a use agreement for a period of no longer than 12 months.~~

~~Any organization or individual approved for a non-school use of the RBC or VPAC shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and related fees and acknowledging that the District is not liable for any personal injury or damages to personal property related to the non-school use.~~

Fees for Use
Required Conduct

~~Non-District users shall be charged a fee for the use of the RBC and VPAC.~~

~~All fees charged shall be those contained in the established expense rate schedule and included in the expense addendum to the use agreement. Users with a multiple date user agreement shall be given a 60-day notice of changes to the expense rate schedule before new rates apply.~~

Persons and groups using school facilities shall:

1. Conduct business in an orderly manner;
2. Abide by all laws and policies, including, but not limited to, those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco or vaping products on school property; and
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent or designee.

All groups using ~~the RBC or VPAC~~District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

General Guidelines
Exception

The District shall permit an exception to the prohibition on the sale, possession, and consumption of alcoholic beverages for certain events held at the Richard E. Berry Educational Support Center complex if:

1. ~~Any group not complying with the regulations and guidelines shall be denied future use of~~The facility is leased to an organization for an event that is not sponsored by the District ~~facilities.~~
2. The user agreement requires that the event is held outside of the regular school hours; and

3. [Alcoholic beverages are sold and served in accordance with the law by a person with an appropriate retail license or permit.](#)

~~2. The user shall pay for damages to property. Misuse or abuse of equipment or facilities shall constitute grounds for immediate denial of use.~~

~~3. All users must furnish liability insurance prior to approval of use, except as provided in this policy at Exceptions to Insurance Requirement.~~

~~4. All nonprofit organizations requesting use must provide confirmation of their IRS nonprofit status.~~

~~The RBC food and beverage department shall manage all food and beverage needs at the RBC. Any food or beverage request for the VPAC shall be approved by the facility director.~~

1.

~~The facility's director shall coordinate the use of the RBC and VPAC sidewalks, parking lots, and grounds. The facility reserves the right to charge the applicable fees for events held on the parking lots and grounds or for vehicles parking at an event.~~

~~Skateboards and motorized vehicles of any kind are not to be operated on the facility grounds without prior approval.~~

~~Unauthorized business or commercial use of the parking lots, sidewalks, or grounds of the facilities is prohibited.~~

User Tiers

~~Users shall be classified in one of the following tiers, as defined in the administrative regulation:~~

- ~~• Tier 1 — District or school event~~
- ~~• Tier 2 — IRS-designated nonprofit organization~~
- ~~• Tier 3 — For-profit organization~~

~~UIL activities approved by the District's athletic director or the District's fine arts director and the Superintendent or designee may be permitted at the RBC or VPAC.~~

Political Process Use

~~The RBC and VPAC facilities, parking areas, and grounds are available to non-District groups or individuals for political events according to the Tiers established in this policy and administrative regulations.~~

Liability Insurance

Cypress-Fairbanks ISD
101907

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

~~A certificate of insurance shall be issued to the District prior to use of the facility in an amount to be determined by the Board. The District shall be named as an additional insured party in such a contract.~~

~~All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination.~~

~~Access to the facility shall not be permitted until the application and insurance verification have been reviewed and approved by appropriate District personnel.~~

DATE ISSUED: 12/4/2023
LDU 2023.05
GKD(LOCAL)-X

Adopted:
11/13/2023

11 of 12

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 6/6/2024 5:04:28 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: GKD(LOCAL) 2023.docx	
Modified filename: GKD(LOCAL) Revisions 2024.docx	
Changes:	
Add	59
Delete	145
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	204

Authority	The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.
Transfer Requests	A nonresident student shall not be permitted to attend District schools, except as provided below:
Exceptions Nonresidents	A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. All nonresident or interdistrict transfer applications shall be accepted each year during the interdistrict transfer window. The transfer guidelines shall be posted on the District website.
	The following exceptions shall apply:
Nonresident District Employees	1. A child of a full-time District employee eligible to receive benefits living outside District boundaries may request a transfer to any campus designated as open or closed. [See FDB(REGULATION)]
Resident Students Who Become Nonresidents	2. A resident student who becomes a nonresident shall not be permitted to continue to attend a District school for the remainder of the school year. A nonresident student shall be withdrawn and shall be required to enroll in the new district. As an exception, a resident high school senior who becomes a nonresident shall be permitted to continue to attend the District school for the remainder of the school year and shall be subject to tuition if: <ul style="list-style-type: none">a. The student has completed his or her entire junior year in the District the previous school year; andb. The student's attendance, behavior, and academic expectations have been met and continue to be met. <p>A resident student who becomes a nonresident during the course of a school year may be permitted to continue in attendance for the remainder of the school year.</p>
Senior Students Who Become Nonresidents	A student who has successfully completed his or her junior year may attend school in the District for one additional year, provided the student meets all transfer requirements.
Sibling Transfers	Sibling status shall not guarantee transfer approval. Each request to transfer to attend a school with his or her sibling shall be evaluated as all other requests and shall not be given preference. Any sibling must meet all criteria for transfer eligibility.
Factors	In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(LOCAL)

Campus Transfer Status	<p>Annually, the Board shall approve administrative recommendations for each school as to whether the school:</p> <ol style="list-style-type: none">1. Shall be open for a specified number of transfers;2. Shall be closed for all transfers except for children of District employees; or3. Shall be closed for all new transfers. <p>The Superintendent or designee may make exceptions for extenuating circumstances.</p>
Transfer Agreements	<p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.</p>
Tuition	<p>If the District charges tuition, the amount shall be set by the Board, within statutory limits.</p>
Waivers	<p>The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]</p>
Nonpayment	<p>The District may initiate withdrawal of students whose tuition payments are delinquent.</p>
Transportation	<p>The District shall not provide transportation for a transfer student, except as required by law.</p>
Revocation of Transfers	<p>Parents and students accepting transfers are expected to abide by all District conditions/guidelines. The District may revoke the transfer if conditions/guidelines are not met.</p>
Appeals	<p>Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.</p>

Proposed SHAC Members 2024-2025

	School Cluster Groups	Cluster	Campus/Business	SHAC Member	R/New	Notes	Appointed	Emp.
1	McGown, Pope, Rennell, Sampson, Swenke, Warner, Wells	E1	Pope Elementary	Anfinson, Jamie	New	Parent		No
2	Ault, Black, Byrd, Hamilton, Keith, A Robison	E2	Black Elementary	Cox, Amber	New	Parent		No
3	Birkes, Copeland, Farney, Lowery, Moore, Postma, Woodard	E3	Postma Elementary	Matuska, Jennifer	R	Parent		No
4	Adam, Andre, Fiest, Gleason, Lamkin, Millsap, Wilson	E4	Adam Elementary	Stacy, Nicki	New	Parent		Sub
5	Lee, Matzke, Owens, Post, Walker, Willbern, Yeager	E5	Owens Elementary	Gonzalez, Carolyn	R	Parent		No
6	Bang, Emery Hancock, Holmsley, Kirk, Sheridan	E6	Hancock Elementary	Munoz, Jacquelin	New	Parent		No
7	Danish, Duryea, Emmott, Horne, Reed, M. Robinson	E7	Duryea Elementary	Nwachukwu, Shanetta	New	Parent		No
8	Brosnahan, Hemmenway, Hoover, Jowell, McFee, Metcalf	E8	Brosnahan Elementary	Sanchez, Perla	New	Parent		No
9	Bane, Francone, Frazier, Hairgrove, Holbrook, Lieder, Tipps	E9	Francone Elementary	Sigurdson, Lesly	R	Parent		No
10	Salyards, Smith Spillane, Sprague	M1	Sprague Middle School	Eberlin, Michelle	New	Parent		No
11	Anthony, Aragon, Goodson, Hamilton	M2	Goodson Middle School	Jaeggi, Tonia	New	Parent		No
12	Arnold, Bleyl, Cook, Labay, Rowe, Watkins	M3	Labay Middle School	Foster-Munoz, Amy	New	Parent		Teacher
13	Campbell, Dean, Hopper, Kahla, Thornton, Truitt	M4	Kahla Middle School	Gilbert-Williams, Angelica	R	Parent		No
14	Bridgeland, Brautigam, Carlton, Carpenter, Ranch, Woods	H1	Carpenter Center	Wilson, Heather	R	Parent		No
15	ALC East, Cy Fair, Creek, Langham Creek, Jersey Village	H2	Jersey Village High School	Gill, Steve	R	Parent		No
16	ALC West, Falls, Lakes, Park, Ridge, Springs	H3	Cypress Springs High School	Harris, Lizza	R	Parent, Healthcare worker		No
17	Member	1	McFee Elementary	Castro, Essence	New	Parent	Yes	No
18	Member	2	Cypress Ranch High School Anthony Middle School	Marlitz, Sharell	New	Parent, Nurse Practitioner	Yes	No
19	Member	3	Cypress Woods High School, Goodson Middle School	Mackinnon, Naressa	New	Parent	Yes	No
20	Member	4		Tidmore, Teri	New	Community Member	Yes	No
21	Member	5		Dean, Monica	New	Community Member	Yes	No
22	Member	6	Cypress Ranch Spillane Middle School	O' Rear, Brian	New	Parent, Attorney	Yes	No
23	Member	7	Post Elementary	Ross, Elysa Ross	New	Parent, Nurse	Yes	No
24	Member	8	Anthony Middle School	Cowen, Wendy	New	Parent	Yes	No
25	Member	9		Johnson, Wendy	New	Parent	Yes	Sub
26	Member	10	Pope Elementary	Paiva, Rob	New	Parent	Yes	No



School Health Advisory Council Membership Board Work Session

Thursday, August 8, 2024

Selection Process

Process is in accordance with Board Policy BDF (LEGAL): Board Internal Organization: Citizen Advisory Committees

Members whose terms had ended were notified via email

Each Cluster Leader worked with their cluster of schools to nominate one parent

The Board of Trustees were asked to nominate a person

2024-2025 Proposed SHAC Members

School Cluster Groups	Cluster	Campus/Business	SHAC Member	R/New	Notes	Appointed
McGown, Pope, Rennell, Sampson, Swenke, Warner, Wells	E1	Pope Elementary	Anfinson, Jamie	New	Parent	
Ault, Black, Byrd, Hamilton, Keith, A Robison	E2	Black Elementary	Longer, Christina	New	Parent	
Birkes, Copeland, Farney, Lowery, Moore, Postma, Woodard	E3	Postma Elementary	Matuska, Jennifer	R	Parent	
Adam, Andre, Fiest, Gleason, Lamkin, Millsap, Wilson	E4	Adam Elementary	Stacy, Nicki	New	Parent	
Lee, Matzke, Owens, Post, Walker, Willbern, Yeager	E5	Owens Elementary	Gonzalez, Carolyn	R	Parent	
Bang, Emery Hancock, Holmsley, Kirk, Sheridan	E6	Hancock Elementary	Munoz, Jacquelin	New	Parent	
Danish, Duryea, Emmott, Horne, Reed, M. Robinson	E7					
Brosnahan, Hemmenway, Hoover, Jowell, McFee, Metcalf	E8	Brosnahan Elementary	Sanchez, Perla	New	Parent	
Bane, Francone, Frazier, Hairgrove, Holbrook, Lieder, Tipps	E9	Francone Elementary	Sigurdson, Lesly	R	Parent	
Salyards, Smith Spillane, Sprague	M1	Sprague Middle School	Eberlin, Michelle	New	Parent	
Anthony, Aragon, Goodson, Hamilton	M2	Goodson Middle School	Jaeggi, Tonia	New	Parent	
Arnold, Bleyl, Cook, Labay, Rowe, Watkins	M3	Rowe Middle School	Foster-Munoz, Amy	New	Parent	
Campbell, Dean, Hopper, Kahla, Thornton, Truitt	M4	Kahla Middle School	Gilbert-Williams, Angelica	R	Parent	
Bridgeland, Brautigam, Carlton, Carpenter, Ranch, Woods	H1	Carpenter Center	Wilson, Heather	R	Parent	
ALC East, Cy Fair, Creek, Langham Creek, Jersey Village	H2	Jersey Village High School	Gill, Steve	R	Parent	
ALC West, Falls, Lakes, Park, Ridge, Springs	H3	Cypress Springs High School	Harris, Lizza	R	Parent, Healthcare worker	
Member	1	McFee Elementary	Castro, Essence	New	Parent	Yes
Member	2	Cypress Ranch High School Anthony Middle School	Marlitz, Sharell	New	Parent, Nurse Practitioner	Yes
Member	3	Cypress Woods High School, Goodson Middle School	Mackinnon, Naressa	New	Parent	Yes
Member	4		Tidmore, Teri	New	Community Member	Yes
Member	5		Dean, Monica	New		Yes
Member	6		O' Rear, Brian	New		Yes
Member	7	Post Elementary	Ross, Elysa Ross	New	Parent, Nurse	Yes
Member	8	Anthony Middle School	Cowen, Wendy	New	Parent	Yes
Member	9		Johnson, Wendy	New	Parent	Yes

Questions?



Instructional Materials New Elective Courses

August 8, 2024

New High School Elective Courses for 2025-2026 School Year

Literature and the Bible (1.0 credit)

Western Civilization and the Bible (.5 credit)

Elective courses on the Bible's Hebrew Scriptures (Old Testament) and New Testament and their impact on the history and literature of western civilization (TEC 28.001)

Recommended Instructional Resource

The Bible and its Influence (2nd Edition)

- Provides examples of explicit connections to history, citizenship, and literature
- Aligned with state standards
- Supports the guidelines for both courses
- Relevant scripture excerpts are provided in the textbook, copies of the Bible will not be provided or used

Course Guidelines

- The Bible will be studied academically, not devotionally.
- The course will focus on learning about the Bible and its role in language and culture.
- The course will support the development of an awareness of religious content in the Bible and students will not be pressed to accept religion.
- The course will study about religion as presented in the Bible and students will not engage in the practice of religion.
- Religious views will be presented in a neutral context. (EMB (LEGAL))
- Students will never be asked to conform to any of the beliefs encountered in the courses.

Benefits of these studies

- Studies have shown that Increased cultural literacy often results in higher scores on standardized tests and on college entrance exams
- Increase understanding of historic speeches, newspaper headings, and western literature
- Increase understanding of democratic traditions

Questions



Sample Unit Structure

Historical Context

- River valley civilizations (nomadic to sedentary)
- Migration-Preservation of original language, customs, and religion
- Mayflower Compact

Biblical Connections

- Abram's Journey from Ur to future land of Israel
- Covenant between God and Abram

Presentation materials, student activities, and assessments sequenced by curriculum team