

**Notice of Regular Board Meeting
by Videoconference or Telephone Call
Board of Trustees
Monday, September 8, 2025**

A Regular Board Meeting of the Board of Trustees will be held on Monday, September 8, 2025, 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 29, 2025, at 7:30 a.m.

MEETING OPENING

1. Call to Order

2. Invocation and Pledge of Allegiance

3. District's Vision and Mission Statement

4. Recognitions and Awards Announcements

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

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

C. The Board will recognize State Representative Mike Schofield, District 132.

5. 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.

MEETING AGENDA

6. Public Comments

A. Agenda

Comments

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

B. Citizen

Participation

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

CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON MONDAY, SEPTEMBER 8, 2025.

7. Reports

- A. The administration will provide an update on the Long-Range Planning Committee.
- B. The administration will provide a report on the 2025 STAAR 3-8 and End-of-Course results, along with the state accountability ratings.
- C. The administration will provide an update on the progress of the Student Services Guardrail 1 in the Strategic Plan.

8. Consent Items

- A. The Board will consider approving the minutes of the August 11, 2025, Regular Board Meeting.
- B. The Board will consider approving on second reading the additions, revisions, or deletions to district policies:
 - 1. EHBC (Local) Special Programs: Compensatory Services and Intensive Programs (Revise)
 - 2. EHBCA (Local) Compensatory Services and Intensive Programs: Accelerated Instruction (Add)
- C. The Board will consider authorizing the superintendent to execute a memorandum of understanding between Texas A&M University and Cypress-Fairbanks ISD.
- D. The Board will consider authorizing the superintendent to execute an Affiliation Agreement between the College of Liberal Arts & Social Sciences & Disorders of the University of Houston, and Cypress-Fairbanks ISD.
- E. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding between the University of Houston- Clear Lake and Cypress-Fairbanks ISD.
- F. The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:

1. 2025 Campbell MS, Cy-Ranch HS, Jersey Village HS, and Berry Center Chiller Replacements

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

1. Special Education Bus Purchase

H. The Board will consider authorizing an agreement with Epic Health Services, Inc.

9. Non-Consent Items

A. The Board will consider and take action on a resolution to nominate a candidate to fill a vacancy on the Board of Directors of the Harris Central Appraisal District.

B. The Board will consider and take action on a resolution to nominate two candidates for a position on the Board of Directors of the Harris Central Appraisal District.

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

1. FFG (Local): Student Welfare, Child Abuse and Neglect

D. The Board will receive legal advice from the general counsel regarding pending litigation and consider authorizing execution of a settlement agreement in Civil Action No. H-18-2850; Roe v. CFISD. [This item will be discussed in closed session.]

E. The Board will review and consider adoption of revised Board Operating Procedures outlining the duties of a public official. [This item may be discussed in closed session.]

F. The Board will consider authorizing the superintendent to approve personal service agreements under Texas Education Code Section 11.006.

G. The Board will consider approving the Superintendent's recommendation to give notice to Kenah Lofton that it is proposed her employment with the District under a term contract be terminated. It is further recommended that the President of the Board notify Ms. Lofton of the proposed action to terminate her employment pursuant to Texas Education Code §21.211(a)(1), and to suspend her without pay pursuant to Texas Education Code §21.211(b)(1). [This item may be discussed in closed session.]

H. The Board will consider approving the superintendent's recommendation to give notice to Lorell Williams that it is proposed her employment with the District under a term contract be terminated. It is further recommended the President of the Board notify Ms. Williams of the proposed action to terminate her employment pursuant to 21.211 of the Texas Educator Code. [This item may be discussed in closed session.]

I. The Board will consider approving the superintendent's recommendation to give notice to Kathryn Poe that it is proposed her employment with the District under a probationary contract be terminated. It is further recommended the President of the Board notify Ms. Poe of the proposed action to terminate her employment pursuant to 21.104 of the Texas Educator Code. [This item may be discussed in closed session.]

J. The Board will consider making a determination that good cause did not exist as required by law for Isaiah Robinson, Charles Roberman, Belinda Enojado, Laelanny Davis, Kimberly Perez, Madeline Allen, Chandra Brooks, Peyton Keene, Phillip Riley, Sarah Neal, Shanie Cardinal, Jacob Gozalez, Dominique Roberts, Cheri Cruz, McKinley Young, Sebastian Domenech, Yvette Hoffer Zitterkopf, Toni Galvan, Daisy Huerta, Sean Finn, and Krista Hays to resign their respective employment contracts. [This item may be discussed in closed session.]

10. Discussion

A. The Board will discuss the superintendent's evaluation. [This item may be discussed in closed session.]

11. Closed

Session

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

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

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

12. Adjournment

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

On August 29, 2025, at 7:45 a.m., this amended notice was mailed or electronically transmitted to the news media, who previously requested such notice, and an amended 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

THE *Roadmap* TO AMAZING!

LONG-RANGE PLANNING
COMMITTEE

SEPTEMBER 8, 2025

LONG-RANGE PLANNING COMMITTEE

Why convene a Long-Range Planning Committee?

❖ CFISD Strategic Plan:

■ Guardrail 5:

- The Superintendent shall ensure that facilities adequately support the educational program and other operations.
 - Performance Objective 5.5:
 - Develop a long-range plan to address projected enrollment and asset protection, infrastructure needs, and replacement cycles for existing facilities.

LONG-RANGE PLANNING COMMITTEE

What is the charge of the Long-Range Planning Committee?

- ❖ To develop a 6-year plan recommendation to the Board of Trustees that includes:
 - Review of student enrollment and efficiency at each campus
 - Review and consideration of possible attendance boundary changes to address areas with growth, as well as areas with declining enrollment
 - Assessment of facility needs as a result of growth in identified areas of the district and areas of declining enrollment
 - Assessment of the critical infrastructure of existing facilities and future needs

LONG-RANGE PLANNING COMMITTEE

What is the charge of the Long-Range Planning Committee?

- Assessment of the security infrastructure of existing facilities and future needs
- Assessment of technology infrastructure and future needs
- Assessment of instructional technology and future needs
- Review of transportation fleet, including buses, police vehicles, and other district vehicles
- Review of current district programs and identification of future program needs
- Finalize a long-range plan recommendation for the Board of Trustees no later than February 5, 2026

LONG-RANGE PLANNING COMMITTEE

What is the charge of the Long-Range Planning Committee?

❖ Committee Guardrails:

- Exercise fiscal responsibility to maintain financial strength and provide the financial resources for the educational programs and support needs
- Minimize boundary changes to the extent possible
- Keep neighborhoods/communities together to the extent possible
- Consider transportation impact with any potential boundary changes – length of time on a bus
- Ensure comparable, equitable facilities across the district
- Consider age and condition of facilities/campuses

LONG-RANGE PLANNING COMMITTEE

What background information will be provided to the Long-Range Planning Committee?

- ❖ Population and Survey Analysts Demographic Update Summary
- ❖ Student Enrollment – historical and current
- ❖ Building Capacities
- ❖ Age of each building/renovation history summary
- ❖ Average Campus Operating Costs
- ❖ Clustered Instructional Programs
- ❖ Baseline Survey Results

LONG-RANGE PLANNING COMMITTEE

What background information will be provided to the Long-Range Planning Committee?

- ❖ 2014 and 2019 Bond Programs
- ❖ 2025-2026 Budget Overview
- ❖ Fund Balance Overview
- ❖ Audits:
 - April 2015 - Weaver Facilities
 - June 2019 - CFISD Internal Audit Department Follow-up to 2015 Weaver Audit
 - October 2020 - CFISD Internal Audit Department Construction Audit
 - September 2023 - Weaver Construction Contracts Compliance Audit
 - June 2024 – External Financial Audit
 - September 2024 - Efficiency Audit

LONG-RANGE PLANNING COMMITTEE

Who will serve on the Long-Range Planning Committee?

- ❖ Approximately 65 parents, community and business leaders, district and campus administrators, and high school students
- ❖ Community Co-Chair: Anya Lucas
- ❖ District Co-Chair: Teresa Hull

LONG-RANGE PLANNING COMMITTEE

Laura Anderson

Lisa Atkinson

Katie Barckholtz

Kelly Beagel

Robert Blackmon

Sakina Brandford

Chuck Brandman

Isabilla Brodsky

David Bugg

Stacia Carew

Rich Dixon

Clyde Echols

William Ely

Jeff Farish

Lauren Fernandez

Rick Fernandez

Joy Flowers

Bill Gafford

LONG-RANGE PLANNING COMMITTEE

Mary Anna Gannon

Cheryl Henry

Kevin Higgins

Kaleb Holmes

Debra Hunter

Tonia Jaeggi

Lauree Johnson

Ashley Kelly

Missy Kahn

Anya Lucas

Jeff Mac George

Leslie Martone

Gil Mayfield

Mitch Medigovich

Melanie Morgan

John Morrison

Jennifer Moya

Mark Neagli

LONG-RANGE PLANNING COMMITTEE

Kylie Nichols

Laura Ann Novacinski

Amber Novotny

Jason O'Brian

Charles Orden

Brian O'Rear

Craig Pickett

Maria Popova

Sara Ray

Linda Reins

Sonja Rodgers

Frances Romero

Melissa Rotholz

Mark Saffer

Jaclyn Satchel

Daniele Sebastian

Shane Shoaf

Karisa Stokley

LONG-RANGE PLANNING COMMITTEE

Vanessa Tolino

Anthony Torres

Sahi Vasireddy

Scott Vrana

Bobby Warren

Terry Wheeler

Mark Williams

LONG-RANGE PLANNING COMMITTEE

When will the Long-Range Planning Committee meet?

- ❖ The committee will meet nine times from 6-8 p.m.

Mon., Sept. 29, 2025

Wed., Dec. 3, 2025

Wed., Oct. 8, 2025

Wed., Dec. 17, 2025

Wed., Oct. 22, 2025

Wed., Jan. 7, 2026

Wed., Nov. 5, 2025

Wed., Jan. 28, 2026

Mon., Nov. 17, 2025

- ❖ The committee will provide monthly updates to the Board of Trustees and community.

LONG-RANGE PLANNING COMMITTEE

Questions



Learn more about your school or district

Discover how your school and district are preparing your child for the future.

OR



Parent Resources



Technical Resources



District	2025 Total Number of Students	2025 Eco Dis %	2025 Accountability Rating	Total Schools	2025 Campus Overall Accountability Ratings									
					A		B		C		D		F	
					#	%	#	%	#	%	#	%	#	%
Dallas ISD	139,776	89.3	83	233	61	26%	107	46%	49	21%	14	6%	2	1%
Spring ISD	33,575	80.2	65	40	3	8%	8	20%	9	23%	9	23%	11	28%
Houston ISD	176,039	77.8	82	265	73	28%	124	47%	50	19%	18	7%	0	0%
Cypress-Fairbanks ISD	117,658	58.9	85	91	34	37%	37	41%	20	22%	0	0%	0	0%
Spring Branch ISD	32,601	55.4	80	41	15	37%	11	27%	8	20%	5	12%	2	5%
Klein ISD	52,297	54.9	86	48	13	27%	31	65%	4	8%	0	0%	0	0%
Austin ISD	72,175	51.1	79	115	22	19%	25	22%	27	23%	18	16%	23	20%
Northside ISD - Bexar Co.	99,729	49.9	75	118	10	8%	41	35%	43	36%	18	15%	7	6%
Katy ISD	95,919	42.7	88	74	37	50%	24	32%	10	14%	3	4%	0	0%
Tomball ISD	22,829	30.2	92	23	18	78%	5	22%	0	0%	0	0%	0	0%

Campuses not rated were removed from the total count.

District	2025 Total Number of Students	2025 Eco Dis %	2025 Accountability Rating	Total Number of Schools	Total Number of Distinction Designations Earned
Dallas ISD	139,776	89.3	83	233	621
Spring ISD	33,575	80.2	65	40	38
Houston ISD	176,039	77.8	82	265	678
Cypress-Fairbanks ISD	117,658	58.9	85	91	245
Spring Branch ISD	32,601	55.4	80	41	92
Klein ISD	52,297	54.9	86	48	127
Austin ISD	72,175	51.1	79	115	92
Northside ISD - Bexar Co.	99,729	49.9	75	118	83
Katy ISD	95,919	42.7	88	74	266
Tomball ISD	22,829	30.2	92	23	66

Campuses not rated were removed from the total count.

2024-25 STAAR 3-8 RLA, English I, English II Performance

District	2025 Total Number of Students	2025 Eco Dis %	At Approaches Grade Level or Above %	At Meets Grade Level or Above %	At Masters Grade Level or Above %
State			75%	54%	23%
Region 4			76%	56%	25%
Dallas ISD	139,776	89.3	71%	49%	21%
Spring ISD	33,575	80.2	64%	38%	12%
Houston ISD	176,039	77.8	74%	52%	22%
Cypress-Fairbanks ISD	117,658	58.9	82%	63%	30%
Spring Branch ISD	32,601	55.4	76%	59%	33%
Klein ISD	52,297	54.9	80%	61%	27%
Austin ISD	72,175	51.1	72%	55%	27%
Northside ISD - Bexar Co.	99,729	49.9	78%	55%	21%
Katy ISD	95,919	42.7	86%	72%	39%
Tomball ISD	22,829	30.2	90%	76%	42%

Data are for students enrolled on the last Friday in October 2024.

2024-25 STAAR 3-8 Math and Algebra I Performance

District	2025 Total Number of Students	2025 Eco Dis %	At Approaches Grade Level or Above %	At Meets Grade Level or Above %	At Masters Grade Level or Above %
State			69%	43%	20%
Region 4			71%	46%	23%
Dallas ISD	139,776	89.3	71%	43%	19%
Spring ISD	33,575	80.2	59%	30%	11%
Houston ISD	176,039	77.8	74%	47%	23%
Cypress-Fairbanks ISD	117,658	58.9	76%	51%	24%
Spring Branch ISD	32,601	55.4	78%	55%	30%
Klein ISD	52,297	54.9	78%	52%	24%
Austin ISD	72,175	51.1	68%	43%	21%
Northside ISD - Bexar Co.	99,729	49.9	71%	40%	16%
Katy ISD	95,919	42.7	83%	63%	36%
Tomball ISD	22,829	30.2	90%	72%	41%

Data are for students enrolled on the last Friday in October 2024.

2024-25 STAAR 5 & 8 Science and Biology Performance

District	2025 Total Number of Students	2025 Eco Dis %	At Approaches Grade Level or Above %	At Meets Grade Level or Above %	At Masters Grade Level or Above %
State			76%	46%	17%
Region 4			77%	49%	20%
Dallas ISD	139,776	89.3	74%	40%	13%
Spring ISD	33,575	80.2	66%	31%	8%
Houston ISD	176,039	77.8	75%	44%	18%
Cypress-Fairbanks ISD	117,658	58.9	84%	57%	26%
Spring Branch ISD	32,601	55.4	81%	55%	26%
Klein ISD	52,297	54.9	83%	55%	21%
Austin ISD	72,175	51.1	74%	49%	23%
Northside ISD - Bexar Co.	99,729	49.9	78%	51%	18%
Katy ISD	95,919	42.7	88%	67%	36%
Tomball ISD	22,829	30.2	92%	71%	37%

Data are for students enrolled on the last Friday in October 2024.

2024-25 STAAR 8 Social Studies and U.S. History

District	2025 Total Number of Students	2025 Eco Dis %	At Approaches Grade Level or Above %	At Meets Grade Level or Above %	At Masters Grade Level or Above %
State			75%	49%	27%
Region 4			76%	51%	29%
Dallas ISD	139,776	89.3	76%	49%	26%
Spring ISD	33,575	80.2	64%	34%	15%
Houston ISD	176,039	77.8	75%	48%	27%
Cypress-Fairbanks ISD	117,658	58.9	82%	60%	37%
Spring Branch ISD	32,601	55.4	80%	58%	36%
Klein ISD	52,297	54.9	81%	56%	33%
Austin ISD	72,175	51.1	78%	56%	36%
Northside ISD - Bexar Co.	99,729	49.9	80%	55%	31%
Katy ISD	95,919	42.7	89%	72%	50%
Tomball ISD	22,829	30.2	87%	69%	47%

Data are for students enrolled on the last Friday in October 2024.

Increasing Academic Performance in 2025-26

Enhance first-time instruction by providing teachers with additional resources to scaffold instruction.

Increase embedded differentiation opportunities across the curriculum.

Target opportunities for teachers to check for understanding.

Focus on equipping teachers with strategies to help students increase academic discourse and rigor.

Continue providing needs-based professional development.

Deepen personalized coaching for teachers to strengthen students' investigation and problem-solving skills.

Student Services

2024-25 Guardrails Presentation
September 2025

CHOOSE *the path* 
 TO AMAZING!

Guardrail 1

Performance Objective 1.3

Maintain PBIS or other research-based schoolwide behavioral support systems at all schools



Powerful

PBIS

(Positive Behavioral Interventions & Supports)

2024-25 PBIS Campuses

School Year	Elementary		Middle School		High School		# of PBIS Campuses	% of PBIS Campuses
	Total # of Campuses	# of PBIS Campuses	Total # of Campuses	# of PBIS Campuses	Total # of Campuses	# of PBIS Campuses		
2024-25	59	59	20	20	12	9	88	97%
2023-24	58	58	20	20	12	9	87	97%
2022-23	57	56	19	19	12	9	84	95%

Principal Perspective

According to a recent survey, 99% of principals believe that “PBIS positively impacts the campus”

- *“PBIS in conjunction with PBIS Rewards has made a significant impact on student behavior on our campus and the overall culture.”*
- *“Common language is vital.”*
- *“Having teacher leaders run this committee has a hugely positive impact on our campus!”*
- *“We love PBIS.”*
- *“We have tremendous opportunities to enhance PBIS! For the 2025-26 school year, this will be a major focus across our entire campus.”*

A young woman with long dark hair, wearing a white long-sleeved shirt, is smiling broadly. She is holding a coin in her right hand and another coin in her left hand, as if she has just won something. She is surrounded by several young men in dark jackets, some of whom are looking at her with interest. The background is a dark, textured wall.

It just helps set students for success by reinforcing those behaviors that we want to see.



Guardrail 1

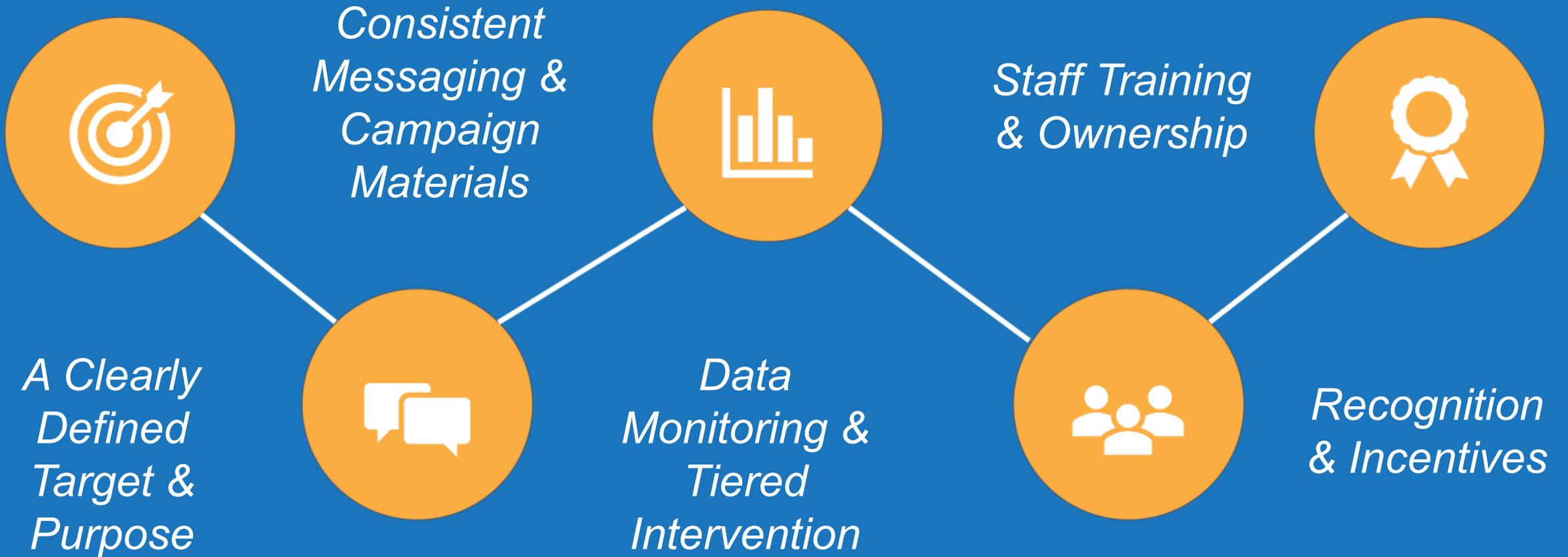
Performance Objective 1.2

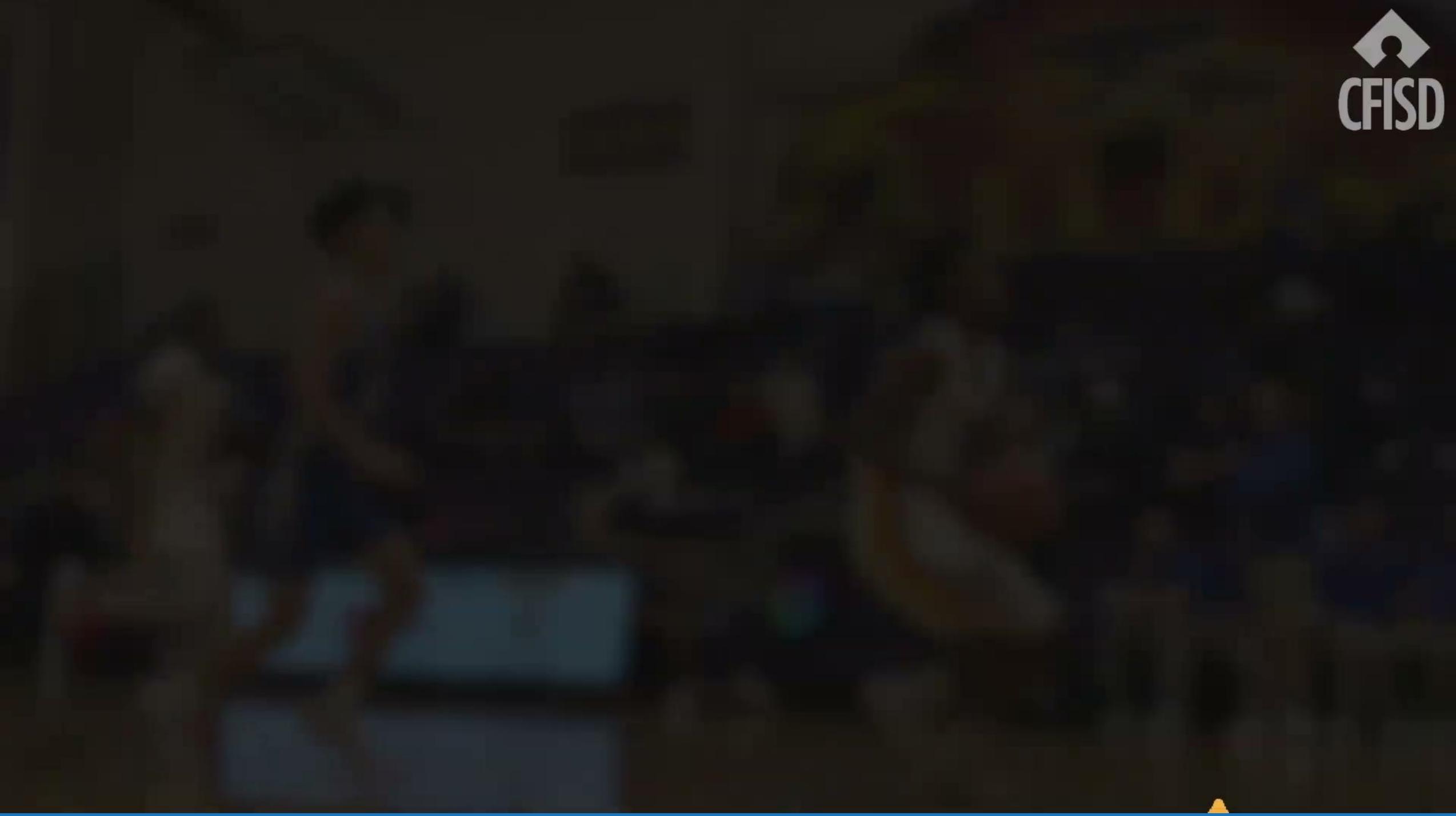
Increase the student attendance rate to 95% or show improvement from the prior year.

Awesome ATTENDANCE

School Year	1st Six Week Reporting Period	2nd Six Week Reporting Period	3rd Six Week Reporting Period	4th Six Week Reporting Period	5th Six Week Reporting Period	6th Six Week Reporting Period	Overall Attendance Rate
2024-25	95.12%	94.29%	92.42%	92.88%	93.27%	91.35%	93.16%
2023-24	95.25%	93.76%	91.54%	91.54%	93.47%	89.00%	92.94%
2022-23	94.85%	92.75%	92.19%	93.29%	93.33%	91.47%	92.93%

OUR PATH TO *Amazing* ATTENDANCE





2024-2025

*Attendance
Recognitions*



Amazing

ATTENDANCE RATE GROWTH

- Bang Elementary School (1.23%)
- Danish Elementary School (1.00%)
- Holbrook Elementary School (1.16%)
- Cypress Springs High School (1.84%)

Overall

ATTENDANCE RATE OF 95%

- Birkes Elementary School
- Black Elementary School
- Brosnahan Elementary School
- Farney Elementary School
- Frazier Elementary School
- Hairgrove Elementary School
- Hamilton Elementary School
- Lowery Elementary School
- Postma Elementary School
- Aragon Middle School
- Goodson Middle School
- Hamilton Middle School

All-In

OVERALL ATTENDANCE RATE OF 95% & ATTENDANCE CHAMPION FOR ALL REPORTING PERIODS

- Ault Elementary School
- Byrd Elementary School
- Copeland Elementary School
- Gleason Elementary School
- Keith Elementary School
- McGown Elementary School
- Pope Elementary School
- Rennell Elementary School
- A. Robison Elementary School
- Sampson Elementary School
- Swenke Elementary School
- Warner Elementary School
- Wells Elementary School
- Woodard Elementary School
- Anthony Middle School
- Salyard Middle School
- Smith Middle School
- Spillane Middle School
- Sprague Middle School

Thank You

CHOOSE *the path* 
 TO AMAZING!

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
AUGUST 2025
REGULAR BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, August 11, 2025, in the Boardroom of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building, located at 11440 Matzke Road, Cypress, Texas 77429.

MEETING OPENING

1. Call to Order

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

The following Trustees were present: Scott Henry, Dr. Natalie Blasingame, Justin Ray, Julie Hinaman, Christine Kalmbach, Todd LeCompte, and Lucas Scanlon.

2. Invocation and Pledge of Allegiance

Rev. Dr. Patricia L. Ryan, Founder and President of A Future and A Hope Counseling Ministry, delivered the invocation. Mr. Henry led the Pledge of Allegiance to the U.S. and Texas flags.

3. District's Vision and Mission Statement

Trustee Todd LeCompte read the District's Vision and Mission Statement.

4. Recognitions and Awards Announcements

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

Dr. Killian introduced Irene Ruiz as the new Chief Officer for School Leadership.

Dr. Tonya Goree, Chief Academic Officer, introduced Dr. Meredith Akers as the new Director of CFISD Virtual Pathways.

Irene Ruiz, Chief Officer for School Leadership, introduced two new principals – Carrie Austin, new principal for Emmott Elementary School and Natasha Jernagin, new principal for Hancock Elementary School.

Board President Henry called for a recess at 6:42 p.m.

Mr. Henry called the meeting back to order at 6:48 p.m. The Board proceeded with **Board Comments**.

5. Board Comments

5.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.

Trustee Julie Hinaman shared the various student summer events and activities throughout the district. She thanked the many staff members for working during the summer ensuring students had lots of educational opportunities. Ms. Hinaman also shared the many changes due to new legislation passed this spring, which included district policies, the student code of conduct, board meeting procedures and much more. Ms. Hinaman stated ... "What hasn't changed is CFISD's commitment to students and parents, teachers dedicated to creating vibrant learning environments, principals leading their teams and department leaders ensuring everyone has the resources to achieve their goals."

Trustee Christine Kalmbach thanked everyone who worked and helped with summer activities, camps and summer school and the administration and staff who kept the district running through the summer break. Ms. Kalmbach encouraged the community to stay informed regarding the upcoming election. She gave highlights of some of the Board actions over the last year and a half, i.e., budget and transportation. Ms. Kalmbach recently attended the in-service transportation meeting for the new school year and encouraged the community to watch for

students as they begin walking, biking, traveling to school each day. She shared information on the new cell phone and electronics laws for students; she commented on the TEKS, student outcomes, the Impact Tutoring program, and the LOHE. Ms. Kalmbach gave a report on the last ASVP Committee meeting.

Trustee Dr. Natalie Blasingame welcomed back students, staff, and teachers for the new school year and shared her appreciation and excitement in attending the recent Transportation in-service meeting. She expressed her enthusiasm for the new district slogan, *The Power to Choose, The Path to Amazing*. Dr. Blasingame touched on the important steps moving forward for teachers' rights from the recent legislative session, specifically discipline in the classroom. She applauded Students Services for their work on the 25-26 Student Code of Conduct. Dr. Blasingame commented on teacher retention and would be providing numbers and data after the next Ad Hoc Teacher Retention and Recruitment Committee meeting. She also commented on STAAR testing reports, 3rd – 10th grade reading data/literacy, and shared that she attended the Impact Tutoring Program training. Dr. Blasingame encouraged the community to volunteer in CFISD schools for helping students with reading and math. She commented on the recent parent survey, the data collected, and what the next steps are. Dr. Blasingame thanked all the principals who've worked so hard on preparing for the new school year, and she shared how she has celebrated the first day of school with Hairgrove Elementary for the past 10 years.

Trustee Justin Ray wished the best to all CFISD personnel as they begin the new school year. Mr. Ray shared how the Board has been in action since July with committee meetings and workshops and that the Governance Committee will be meeting this month to review legislative advocacy and Board operating procedures, among many other things. He stated that the Board is committed to finding a way to get through the new school year, getting all the buses running again, increasing salaries, and maintaining a healthy fund balance. "The budget we passed this summer accomplishes that through many Finance Committee sessions and the collaborative efforts of administrators and the Board." In closing, Mr. Ray shared how excited he is to begin his school visits this year. "Best part of the job."

Trustee Lucas Scanlon welcomed back CFISD families and students. Mr. Scanlon shared how much he is looking forward to participating in Bus Buddies and encouraged the community to volunteer for Bus Buddies to help these young students learn their bus stops and get home safely. Mr. Scanlon gave a report on the Finance and Operations Committee meeting which met on July 29th. Topics of discussion were the T-Mobile cell tower agreement, Dunham Pointe property, the Chapter 49 tax rate and attendance credits, and the Long-Range Planning Committee. Mr. Scanlon reported that he crafted and sent a draft framework addressing an AI maturity model to superintendent Killian, sharing his thoughts on common best practices that can be helpful for public education.

Trustee Todd LeCompte congratulated Irene Ruiz on her new position. He thanked the following groups for all their time, energy and hard work: Dr. Goree and the Curriculum staff, Leslie Francis and the Communications team, Dr. Stewart, Dr. Ogwumike and the HR team, Karen Smith and her team, Marney Sims and Harry Wright, Teresa Hull, all educators and staff members who worked during the summer session, Dr. Killian, Matt Morgan and his team, Dr. Kayne and the Transportation team, and all volunteers throughout the district. "Job well done." Mr. LeCompte attended the recent Transportation in-service meeting at the Berry Center. He thanked legislators for tools and resources to help resolve discipline issues in the classroom and for listening to the needs of public educators. Mr. LeCompte closed by giving an update on the Policy Review Committee.

Trustee Scott Henry congratulated Irene Ruiz on her new position, along with congratulating Meredith Akers and the two new principals, Natasha and Carrie. Mr. Henry shared a personal story regarding his senior in high school and how he attended the new school year pep rally and had a great time. He welcomed back staff, students, and the community, hoping everyone had a great, restful summer with family and are recharged for the new school year. Mr. Henry wished all staff, students and parents a very successful and rewarding school year ahead. He shared how much CFISD must be proud of and that for the first time in 18 years, the lunchrooms are fully staffed. "That's a remarkable thing." Transportation is fully functional again and routes have been finalized. "Very impressive." Mr. Henry gave a shout-out to Fine Arts as CFISD was named a District of Distinction by the Texas Art Education Association for the fifth consecutive year.

MEETING AGENDA

Mr. Henry turned the floor over to Board Secretary Justin Ray to proceed with **Public Comments**.

6. Public Comments

6.A. Agenda Comments

Per BED (Local), patrons may address the Board and make public comments on an agenda item during or before the board's consideration of the item. Individuals must register online in advance to speak. Registration opens the

day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the “Register to Speak” link found under each agenda item for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

Speakers:

1. Lesley Guilmart shared her comments on Item 7.A., the Baseline Parent Survey results, and the recommended steps to be taken.
2. Jill Center shared her comments on the district’s transparency and the availability of agenda items/revisions for public viewing each month.

6.B. Citizen Participation

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

Speakers:

1. Jennifer Lorenz expressed her concerns for the lack of librarians on each campus and book bans.
2. Carden Truong requested that the district purchase better computers and implement a distribution method for students in STEM courses.
3. Jill Center commented on the current school year policies.
4. Jasper Skoda shared comments on why the district should reinstate librarians on all campuses.

Mr. Henry announced that the **Reports (7.A. & 7.B.)** portion of the agenda was presented at the Board Work Session on Thursday, August 7, 2025.

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

- 8.A.** The Board will consider approving the minutes of the June 23, 2025, Regular Board Meeting.
- 8.B.** The Board will consider approving an Election Order calling for an election on Tuesday, November 4, 2025, for Cypress-Fairbanks Independent School District Trustees, Positions 5, 6, and 7.
- 8.C.** The Board will consider approving a Resolution to Declare a Good Cause Exception for Armed Security Officer Requirement. [This item may be discussed in closed session.]
- 8.D.** The Board will consider approving the Agreement for the Purchase of Attendance Credits (Netting Chapter 48 Funding) for the 2025-2026 school year and delegating contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent.

For the 2025-2026 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit, the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding) or the Agreement for Purchase of Attendance Credit and Netting Chapter 48 Funding.

- 8.E.** 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.
- 8.F.** The Board will consider approving on second reading the additions, revisions, or deletions to district policies:
 - 8.F.1. CAA (Local) - Fiscal Management Goals and Objectives: Financial Ethics (Revise)
 - 8.F.2. CB (Local) - State and Federal Revenue Sources (Revise)

8.F.3. CDA (Local) - Other Revenues: Investments (Revise)

8.G. The Board will consider approving the Memorandum of Understanding between the Harris County Juvenile Board and Cypress-Fairbanks I.S.D.

8.H. The Board will consider approving a request for a TEA waiver to train staff on various educational strategies for the 2025-2026 school year.

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

8.I.1. College Readiness & Career Interest Tests

8.I.2. CFISD Pure Flash Array / E Quote

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.

Mr. Henry made a motion to approve the consent agenda items as recommended.
Trustee Dr. Natalie Blasingame seconded.

Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Aye
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 7 to 0 vote.

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

9.A. The Board will consider approving the 2025-2026 Cypress-Fairbanks I.S.D. Student Code of Conduct.

Mr. Henry called for a motion.

Trustee Justin Ray moved that the Board approve the 2025-2026 Cypress-Fairbanks I.S.D. Student Code of Conduct.
Trustee Lucas Scanlon seconded.

Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Aye
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 7 to 0 vote.

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

9.B.1. EHBC (Local) Special Programs: Compensatory Services and Intensive Programs (Revise)

9.B.2. EHBCA (Local) Compensatory Services and Intensive Programs: Accelerated Instruction (Add)

Mr. Henry called for a motion.

Trustee Lucas Scanlon moved that the Board approve on first reading the additions, revisions, or deletions to district policies: EHBC (Local) Special Programs: Compensatory Services and Intensive Programs (Revise) and EHBCA (Local) Compensatory Services and Intensive Programs: Accelerated Instruction (Add).
Trustee Dr. Natalie Blasingame seconded.

Henry – Aye
Blasingame – Aye

Ray – Aye
Hinaman – Aye
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 7 to 0 vote.

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

- 9.C.1. BE (Local) Board Meetings (Revise)
- 9.C.2. BED (Local) Board Meetings: Public Participation (Revise)
- 9.C.3. DEC (Local) Compensation and Benefits: Leaves and Absences (Revise)
- 9.C.4. DC (Local) Employment Practices (Revise)
- 9.C.5. DH (Local) Employee Standards of Conduct (Revise)
- 9.C.6. EFB (Local) Instructional Resources: Library Materials (Revise)
- 9.C.7. EIA (Local) Academic Achievement: Grading/Progress Report to Parents (Revise)
- 9.C.8. EMB (Local) Miscellaneous Instructional Policies: Teaching About Controversial Issues (Revise)
- 9.C.9. FA (Local) Parent Rights and Responsibilities (Revise)
- 9.C.10. FNCE (Local) Student Conduct: Personal Communication Devices/Electronic Devices (Revise)

Mr. Henry announced that Trustee Hinaman would like the Board to vote on Item 9.C.9., FA (Local), separately.

Trustee Scott Henry moved that the Board approve on dual reading the additions, revisions, or deletions to district policies: BE (Local) Board Meetings (Revise); BED (Local) Board Meetings: Public Participation (Revise); DEC (Local) Compensation and Benefits: Leaves and Absences (Revise); DC (Local) Employment Practices (Revise); DH (Local) Employee Standards of Conduct (Revise); EFB (Local) Instructional Resources: Library Materials (Revise); EIA (Local) Academic Achievement: Grading/Progress Reports To Parents (Revise); EMB (Local) Miscellaneous Instructional Policies: Teaching About Controversial Issues (Revise); and FNCE (Local) Student Conduct: Personal Communication Devices/Electronic Devices (Revise)

Trustee Lucas Scanlon seconded.
Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Aye
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 7 to 0 vote.

Trustee Scott Henry moved that the Board approve on dual reading the additions, revisions, or deletions to district policy: FA (Local) Parent Rights and Responsibilities (Revise).
Trustee Lucas Scanlon seconded.

Trustee Julie Hinaman made comments on the changes to FA (Local), parents’ rights and responsibilities, sharing that these changes were driven by new legislation passed by the state government. Ms. Hinaman shared her concerns that the changes are inconsistent with common understanding of parent’s rights – “they do not honor all parents’ rights but only some parent’s rights and that they are inconsistent with ensuring safe and supportive learning environments for all students.”

Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Nay
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 6 to 1 vote.

9.D. The Board will consider approving the Second Amendment to Site Lease with Option with T-Mobile West Tower, LLC. [This item may be discussed in closed session.]

Trustee Scott Henry moved that the Board approve the Second Amendment to Site Lease with Option with T-Mobile West Tower, LLC.
Trustee Lucas Scanlon seconded.

Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Aye
Kalmbach – Nay
LeCompte – Aye
Scanlon – Aye
Motion passed by a 6 to 1 vote.

9.E. The Board will consider authorizing the sale of land located at Jack Road and Mound Road in the Dunham Pointe development. [This item was discussed in closed session.]

Mr. Henry called for a motion.

Trustee Justin Ray moved that the Board approve the reversion sale of approximately 120 acres of land located on Jack Road and Mound Road back to Dunham Pointe development and authorize the superintendent or designee to negotiate the final terms and conditions of the sale and execute all related documents.
Trustee Lucas Scanlon seconded.

Trustee Julie Hinaman stated, “As a Trustee, I am committed to doing what’s best for the students, employees, taxpayers, and stakeholders of Cy-Fair ISD. While there is one unique aspect of the agreement that I am uncomfortable with because it represents a significant departure from past practice, I understand the need to look at the big picture and to always do what’s in the best interest of the district overall.”

Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Aye
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 7 to 0 vote.

Mr. Henry announced that Items **10.A. and 10.B.** of the **Discussion** portion of the agenda were presented at the Board Work Session on Thursday, August 7, 2025. **Item 10.C., Superintendent’s Evaluation**, would be discussed in closed session this evening.

11. Closed Session

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

Trustee Lucas Scanlon made a motion.
Trustee Justin Ray seconded.
Henry – Aye
Blasingame – Aye
Ray – Aye
Hinaman – Aye
Kalmbach – Aye
LeCompte – Aye
Scanlon – Aye
Motion passed by a 7 to 0 vote.

Mr. Henry adjourned the meeting to closed session at 7:52 p.m.

12. Adjournment

Board President Henry adjourned the Regular Board Meeting at 8:00 p.m. in closed session.

Scott Henry
President, Board of Trustees

Justin Ray
Secretary, Board of Trustees

Approved: September 8, 2025

SPECIAL PROGRAMS
COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

EHBC
(LOCAL)

~~Accelerated
Instruction~~

~~Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.~~

~~The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.~~

~~Accelerated
Learning Committee~~

~~When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.~~

~~A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.~~

**Local At-Risk
Criteria**

In accordance with law, the following local at-risk criteria have been established to extend by ~~ten~~10 percent the list of students eligible to be considered for the state compensatory education services.

In addition to the state at-risk criteria, content specialists may provide supplemental support services to an elementary or secondary student who meets one or more of the following:

1. Failed a content (English/language arts, math, science, or social studies) readiness test;
2. STAAR-content exam score equals below 110 percent of the passing standard; or
3. Reading below grade level.

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
ACCELERATED INSTRUCTION

EHBCA
(LOCAL)

Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.

**Accelerated
Instruction**

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

**Accelerated
Education Plan**

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

**AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**

Texas A&M University, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas, on behalf of its Department of Educational Psychology (“Texas A&M”) and Cypress-Fairbanks Independent School District (“Site”), hereby establish an affiliation for the purpose of providing practicum experience for Texas A&M students. Texas A&M and Site may be individually referred to as “Party” or collectively referred to as “Parties.”

SCOPE OF PRACTICUM PLACEMENT:

Neither Texas A&M nor Site will incur financial obligation to each other as a result of this Agreement. Texas A&M and Site acknowledge that Texas A&M students will not provide services under this Agreement apart from their educational value.

TEXAS A&M AND SITE JOINTLY AGREE:

1. The purposes of the practicum placement are:
 - a. to provide learning activities which will assist Texas A&M students in meeting the objectives of coursework established by Texas A&M;
 - b. to provide expanded capabilities for Texas A&M in providing services in consonance with the objectives of graduate education.
2. This Agreement commences on the date of signature by the last Party and continues for five (5) years.
3. Either Party may terminate this Agreement upon giving thirty (30) days’ prior written notice to the other Party, except that this Agreement will remain in effect as to any Texas A&M student participating in the practicum at Site as of the effective date of termination for so long as such student remains in the practicum.
4. Each party shall provide and maintain open channels of communication relative to the practicum through designated representatives.
5. Texas A&M shall establish practicum hours for students subject to approval by Site. Texas A&M acknowledges that Texas A&M students will be subject to all applicable Site policies and procedures while participating in the practicum. Texas A&M shall determine beginning dates, holidays, and ending dates for the practicum assignment.
6. The Parties shall ensure that educational experience provided is consistent with the curriculum requirements of Texas A&M and with the standards of the accrediting entity for the school or department of Texas A&M in which the students are enrolled.

7. The Parties shall periodically review the program administered under this Agreement and, when appropriate, revise the program to meet Texas A&M's curriculum requirements and the standards of the accrediting entity.
8. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Texas A&M and Site may not discriminate on the basis of race, sex, religion, color, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity in the administration of policies, programs, or activities; admission policies; or other programs or employment.
9. This Agreement does not prevent Site from participating in any other program, nor does this Agreement prevent Texas A&M from placing Texas A&M students with other entities.
10. Texas A&M is not responsible for providing personal liability or medical insurance covering Texas A&M students. Texas A&M assumes no liability for the acts or omissions of its students arising in the course of this affiliation. Texas A&M students will be responsible for obtaining liability insurance coverage in an amount satisfactory to Site.
11. Either Texas A&M or Site may remove a student enrolled in the practicum if, in the opinion of either Party, the student is not making satisfactory progress in the practicum or the student fails to comply with Site policies, rules, regulations, or practices. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at Site only with the written approval of both Parties.

TEXAS A&M AGREES TO:

1. Bear responsibility for academic administrative elements of the practicum.
2. Designate and assign appropriate faculty to serve as representative to Site.
3. Limit the activities of Texas A&M faculty at Site to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by Site.
4. Select the Texas A&M student or students who shall be placed at Site, subject to the approval of Site.
5. Provide information reasonably requested by Site related to students participating in the practicum unless prohibited by federal or state law.
6. Inform all Texas A&M students and personnel participating in the practicum that they are required to comply with the rules and regulations of Site while on the premises of Site and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Site, including FERPA as it relates to any records the Site's students
7. Provide Site with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.
- 1.

8. Inform all Texas A&M students that they will be required to submit to a background check as deemed necessary by the Site.

SITE AGREES TO:

1. Provide initial and updated information to Texas A&M on Site policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform Texas A&M students and personnel concerning the rules and regulations of Site.
2. Allow the use of Site material in Texas A&M classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by Texas A&M to maintain the confidentiality of all Site material in compliance with federal and state laws.
3. Provide suitable private office space, equipment, materials, supplies, and clerical assistance necessary for accomplishment of the teaching/learning tasks.
4. Provide on-site supervision by a qualified Site representative, approved by Texas A&M for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of Texas A&M students placed with Site.
5. Comply with applicable state and federal workplace safety laws and regulations. If a Texas A&M student is exposed to an infectious or environmental hazard or other occupational injury while in Site facilities, Site, upon notice of the incident from the student, shall provide the emergency care as Site provides to its employees. If Site does not have the resources to provide such emergency care, Site shall refer the student to the nearest emergency facility. Texas A&M shall inform the student that the student will be responsible for any financial charges generated.
6. Provide reasonable time for the Site representative to prepare for and conduct conferences with Texas A&M students, and to consult with the representative(s) of Texas A&M.
7. Accept Texas A&M students for the practicum within the capability of Site with the provision that said student may participate in any Site programs and activities, as appropriate in the opinion of Site.
8. Complete appropriate paperwork for Texas A&M students that is required by Texas A&M for performance evaluation and to inform Texas A&M of any concerns regarding the student.
9. Maintain sole responsibility for its clients' care.
10. Obtain and maintain all licenses required for Site and ensure that all Site personnel are appropriately licensed.

GENERAL PROVISIONS:

1. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the practicum, Texas A&M hereby designates Site as a school official with a legitimate educational interest in the educational records of the students who participate in the practicum to the extent that access to the records is required by Site. Site shall maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
2. **Deleted.**
3. **Execution and Modification.** This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by an authorized representative of each Party.
4. **Assignment.** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
5. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
6. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to practicum placements and supersedes all other written and oral agreements between the Parties with respect to the practicum placements. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
7. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
8. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Site’s service to Texas A&M. Except as specifically required under the terms of this Agreement, Site (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or the A&M System. As an independent contractor, Site is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Site

and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.

9. **Not Eligible for Rehire.** Site is responsible for ensuring that its employees involved in any work being performed for Texas A&M under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Texas A&M becomes aware that Site has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Texas A&M.
10. **Involvement in Human Trafficking.** Texas A&M cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, Site certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
11. **Provisions.** Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
12. **Non-Waiver Privileges and Immunities.** Texas A&M is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Site expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Texas A&M.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Texas A&M and Site can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:
Texas A&M University
Department of Educational Psychology
4225 TAMU
College Station, TX 77843
Attention: Peggy Brigman

Telephone: 979-458-7250
Email: brigman@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Email: contracts@tamu.edu

Site:

Cypress-Fairbanks ISD
11440 Matzke Rd
Cypress, TX 77429
Attention: Traci Schluter
Telephone: 281-807-8180
Email: traci.schluter@cfisd.net

[SIGNATURES ON THE FOLLOWING PAGE]

TEXAS A&M UNIVERSITY

CYPRESS-FAIRBANKS ISD

Signature

Signature

Name

Name

Title

Title

Date

Date

Affiliation Agreement

This Agreement is entered into by and between the College of Liberal Arts & Social Sciences Program in Communication Sciences & Disorders of the University of Houston ("University") which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at Melcher Life Sciences, 3871 Holman Street, Room M242, Houston, Texas 77204-6018 and Cypress Fairbanks ISD ("Facility") located at 11440 Matzke Rd. Cypress TX 77429.

University and Facility shall be known collectively as "the Parties" and singularly as "a Party" for "the Party." This Agreement incorporates by reference the attached exhibit(s) and expressly includes any additional terms and conditions stated in such exhibit(s), as if set out herein. To the extent the terms, provisions, covenants, or conditions in this Agreement are inconsistent with those in the attachment(s), the terms, provisions, covenants, or conditions in the attachment(s) shall control and be binding on Parties as of the Effective Date of this Agreement or as of the Effective Date of the attachment(s), whichever date is earlier in time.

Whereas, Parties seek to provide clinical and educational experiences for speech pathology students ("Students") enrolled in the Communication Sciences & Disorders Program (the "Program") at University; and

Whereas, it is agreed upon by Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize Facility for educational purposes.

Now, therefore, Parties agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF UNIVERSITY

University shall fulfill the following terms, obligations, and covenants:

1. Inform Facility of the name, address, and phone number of a Program Director who will be available to assist Facility personnel and Students of the Program and who will be responsible for maintaining ongoing contact with Facility's designated representative;
2. Develop, organize, and assist Facility in implementing and operating a Program that is suitable to each Student, including those who may be disabled;
3. Acquaint Facility's designated representative with methods, objectives, goals, and specifics of the Program;
4. Assign to Facility only Students who have fulfilled all prerequisites for clinical experience and provide Facility with information requested by Facility about the Student;
5. Assign only the number of Students mutually agreed upon by Facility and University;
6. Notify Facility as soon as possible of the names and arrival dates of Students;
7. Ensure that Students who participate in the Program maintain or are afforded insurance coverage in minimum amounts that are acceptable to Facility;
8. Require Students to provide transportation, appropriate supplies, and uniforms, as applicable;
9. Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of Facility;
10. Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all Facility matters, proceedings, and information, including, but not limited to client records and information. Also, inform Students and Faculty members who are supervising Students of the obligation to maintain the confidentiality of the records of students who are enrolled at the Facility as required under the Family Educational Rights and Privacy Act to the extent that they have access to such records in connection with the performance of their functions of this Agreement. This confidentiality provision shall survive termination of this Agreement;
11. Upon notice to University, inform Facility of any adverse circumstances to which Facility may be exposed because of the activities or health status, including mental health status, of a Student;

12. Upon notice to University, notify Facility of any complaint, claim, investigation, or lawsuit involving a Student that is related to clinical experiences provided under this Agreement;
13. Notify Students about their obligation to comply with Facility policies and procedures, state law, and OSHA bloodborne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable, in the performance of duties required by the Program; and
14. Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student.
15. Inform Students and faculty members who are supervising Students that they will be subject to criminal history background checks as deemed necessary by the Facility.

ARTICLE 2 – RESPONSIBILITIES OF FACILITY

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide necessary instruction for prescribed clinical experiences for Students, as agreed upon by both Parties;
2. Where appropriate, provide qualified supervisory personnel to work in conjunction with Program faculty;
3. Provide University's designee with a performance appraisal for each Student in the form prescribed by University;
4. Report any unsatisfactory conduct or performance of a Student in a form prescribed by University;
5. Permit designated faculty members the right to counsel with and observe Students at Facility; and
6. Provide to Students information regarding and training in all Facility policies and procedures, rules, standards, and practices applicable in the Students' and University's performance of their duties required under this Agreement, including but not limited to Facility's privacy policies and procedures relating to medical record and health information privacy laws, confidential information, and/or other ethical guidelines.

ARTICLE 3 – RESPONSIBILITIES OF PARTIES

Parties mutually agree to fulfill the following terms, obligations, and covenants:

1. Under this Agreement, University, Students, and any University personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners, or joint venturers of Facility;
2. Facility is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for Students. In the event a Student should, independent of the Agreement, be employed by Facility, this section and Article 3 section 1 shall not apply to the employed student during the hours in which such Student is performing services as an employee of Facility;
3. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
4. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
5. Facility shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility;
6. To the extent permitted by the constitution and laws of the State of Texas and without waiver of sovereign immunity or any other defense to which University is or may be entitled to assert, University shall indemnify and hold Facility harmless from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of or from any negligent acts or omissions by Students or University personnel who are engaged in activities at Facility that are directly related to the Communication Sciences & Disorders Department. In

the event that University and Facility are legally adjudged to have been jointly negligent in causing injury or damage, each shall be obligated to satisfy its proportionate share of such judgment based upon the percentage of liability attributed to it in such judgment. Neither Party hereto shall be obligated to indemnify the other for such other Party's own negligence. This indemnification provision shall survive termination of this Agreement.

ARTICLE 4 – TERM AND TERMINATION

1. This agreement shall remain in effect until the end of University's academic year, including summer, and shall automatically renew for additional terms consisting of University's academic year, including summer, unless sooner terminated in accordance with applicable provisions of this Agreement.
2. Any breach of the covenants stated in Article 1 of this Agreement by University shall be considered a material breach of this Agreement. In the event of a material breach, Facility shall have the right to terminate this Agreement immediately.
3. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Students already in training at Facility will be allowed to complete their stipulated courses of study.
4. Facility shall further have the right to require immediate removal of any Student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the safety of Facility's patients, clients, or personnel or to the orderly business functioning of Facility. In such a situation, Facility shall notify University as soon as practicable. Additionally, the Facility shall have the right to require the immediate removal of any Student from its premises who fails to comply with the administrative policies, rules, standards, and practices of Facility.

ARTICLE 5 – GENERAL PROVISIONS

1. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws), provision and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
2. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
3. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date.
4. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

University:

Diane Chase Ph.D.
Sr VC/VP, Academic Affairs/Provost
4302 University Drive, Room, 203
Houston, TX 77204

with a copy to:

Facility:

Cypress Fairbanks ISD

with a copy to:

Dept of Communication Sciences & Disorders
Melcher Life Sciences, 3871 Holman Street, M242
Houston, TX 77204-6018

5. Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party.
6. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
7. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies that part of the Agreement shall be reformed, if reasonably possible to comply with applicable law, statute, or regulations and in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
8. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
9. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any similar cause beyond reasonable control of either Party.
10. This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
11. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
12. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

In witness thereof, Parties have executed this Agreement in multiple counterparts. The effective date of this Agreement will be the date of the last signature below.

UNIVERSITY OF HOUSTON

FACILITY

Signature Date
Name: Diane Chase
Sr VC/VP, Academic Affairs/Provost

Signature Date
Name: _____
Title: _____

Signature Date
Name: Daniel P O'Connor Ph.D.
Dean, College of Liberal Arts & Social Sciences

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Chair, Dept of Communication Sciences & Disorders

Signature Date
Name: _____
Title: _____

Note: Modification of this Form requires approval of OGC

Contract Number: _____

**HEALTH SERVICES PSYCHOLOGY
PsyD PROGRAM
AFFILIATION AGREEMENT
BETWEEN UNIVERSITY OF HOUSTON-CLEAR LAKE
College of Human Sciences and Humanities
Health Services Psychology PsyD Program**

AND

Cypress-Fairbanks Independent School District

(Agency/Facility Name)

THIS AGREEMENT is entered into by and between the Health Services Psychology PsyD Program in the College of Human Sciences and Humanities of the University of Houston-Clear Lake ("UNIVERSITY"), which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at 2700 Bay Area Boulevard, Houston, Texas 77058, and Cypress-Fairbanks Independent School District ("FACILITY"), which is located at 11440 Matzke Road, Cypress, Texas. UNIVERSITY and FACILITY shall be known collectively as "the Parties" and singularly as "a Party" or "the Party." This Agreement incorporates by reference the attached addendum and expressly includes any additional terms and conditions stated in such addendum as if set out herein.

WHEREAS, the Parties seek to provide designated students ("Students") enrolled in the Health Services Psychology PsyD Program ("the Program") at UNIVERSITY; and

WHEREAS, it is agreed by the Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize the FACILITY for clinical and educational experiences.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
RESPONSIBILITIES OF UNIVERSITY**

UNIVERSITY shall fulfill the following terms, obligations, and covenants:

- (1) Inform FACILITY of the name, address, and phone number of the External Practicum Coordinator who will be available to assist FACILITY personnel and Students of the Program and who will be responsible for maintaining ongoing contact with FACILITY's designated representative ("Field Supervisor");
- (2) As mutually agreed by FACILITY and UNIVERSITY, develop, organize, and assist FACILITY in implementing and operating a Program that is suitable to each Student, including those who may be disabled;
- (3) Acquaint FACILITY's designated representative with methods, objectives, goals, and specifics of the Program;

- (4) Assign to FACILITY only Students who are academically qualified for clinical experience and provide FACILITY with information about the Student to the extent permitted by applicable law;
- (5) Assign only the number of Students mutually agreed upon by FACILITY and UNIVERSITY;
- (6) Notify FACILITY of the names and arrival dates of Students, as such dates are mutually agreed upon by FACILITY and UNIVERSITY;
- (7) Ensure Students who participate in the Program provide proof of insurance coverage in minimum amounts that are acceptable to FACILITY.
- (8) Require Students to provide transportation to and from FACILITY, and appropriate supplies and uniforms, as applicable;
- (9) Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of FACILITY;
- (10) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all FACILITY matters, proceedings, and information, as required by law, including, the obligation to maintain the confidentiality of the records of the FACILITY's students as required under Family Education Rights and Privacy Act of 1974 ("FERPA"). This confidentiality provision shall survive termination of this Agreement;
- (11) Upon notice to UNIVERSITY, inform FACILITY of any adverse circumstances to which FACILITY may be exposed because of the activities or health status, including the mental health status, of a Student,
- (12) Upon notice to UNIVERSITY, notify FACILITY of any complaint claim, investigation, or lawsuit involving a Student that is related to clinical and educational experiences provided under this Agreement,
- (13) Notify Students about their obligation to comply with FACILITY policies and procedures, state law, and OSHA bloodborne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;
- (14) Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student.

ARTICLE II OBLIGATIONS OF FACILITY

FACILITY shall fulfill the following terms, obligations, and covenants:

- (1) Provide necessary instruction by qualified supervisory personnel for prescribed clinical and educational experiences that will allow Students to participate in overall FACILITY programs, in-services, and activities, as appropriate and as agreed upon by both Parties;
- (2) Allow the Field Supervisor time to prepare for conferences with Students; to maintain scheduled conferences with Students; and to consult with the UNIVERSITY's representative,
- (3) Provide UNIVERSITY's designee with a performance appraisal for each Student in the form prescribed

- by UNIVERSITY;
- (4) Report unsatisfactory conduct or performance of a Student in a form prescribed by UNIVERSITY; and
 - (5) Permit designated faculty members the right to counsel with and to observe Students at the FACILITY.

ARTICLE III OBLIGATIONS OF THE PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

- (1) Neither UNIVERSITY, Students, nor any UNIVERSITY personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint venturers of FACILITY, unless otherwise agreed upon by the relevant parties;
- (2) FACILITY is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students, unless otherwise agreed upon by the relevant parties;
- (3) Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another;
- (4) Without limitation of any provision set forth in this Agreement the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations; and
- (5) FACILITY shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, health status or for any other reason to participate in the Program.

ARTICLE IV TERM AND TERMINATION

- (1) This Agreement shall remain in effect until the end of the University's ~~2025-2026~~ academic year, including summer, and shall automatically renew for five (5) additional terms consisting of the University's academic year, including summer, unless sooner terminated in accordance with applicable provisions of this Agreement.
- (2) Any breach of the covenants stated in Article I of this Agreement by UNIVERSITY or Article II by FACILITY shall be considered a material breach of this Agreement. In the event of a material breach, FACILITY or UNIVERSITY, as applicable, shall have the right to terminate this Agreement immediately.
- (3) Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement without cause after thirty (30) calendar days' written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training status will be allowed to complete the stipulated course of study.
- (4) FACILITY shall further have the right to require the immediate removal of any Student from its premises for the following reasons:
 - upon a determination by the administrator in charge that the Student poses a threat to the health, safety, welfare of FACILITY's patients, clients, or personnel or to the orderly business function of FACILITY;

- a Student's failure to follow the policies, rules, or regulations of the FACILITY; or
- or for any other reason that the FACILITY deems appropriate.

ARTICLE V
GENERAL PROVISIONS

- (1) The Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of litigation shall be Houston, Harris County, Texas.
- (2) The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
- (3) Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

FACILITY:

UNIVERSITY
Senior Vice President & Provost
University of Houston-Clear Lake
2700 Bay Area Blvd, Houston, TX
77058

with a copy to:

Dean, College of Human Sciences and Humanities
University of Houston-Clear Lake
2700 Bay Area Blvd, Houston, TX
77058

with a copy to:

External Practicum Coordinator
Health Services Psychology PsyD Program
University of Houston-Clear Lake
2700 Bay Area Blvd, Houston, TX
77058

- (5) Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
- (6) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- (7) If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or UNIVERSITY or FACILITY policies, that part of the Agreement shall be reformed, after notice is given in accordance with Article V, Section 4 of this Agreement to the other Party and if such reformation is determined by the Parties to be reasonably possible, in order to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- (8) A waiver by either Party or the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

- (9) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- (10) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- (11) Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- (12) The Parties shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, disability, or handicap in employment or any condition of employment or in participation in the benefits of the services provided under this Agreement.
- (13) If FACILITY is a "company", as that term is defined in Section 808.001 of the Texas Government Code, then FACILITY certifies and verifies that FACILITY: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of the Agreement.
- (14) This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple counterparts. The effective of this Agreement will be the date of the last signature below.

FACILITY

UNIVERSITY

Facility Supervisor	Date	Senior Vice President & Provost	Date
Facility Executive (if required)	Date	Faculty Chair (if required)	Date
		Dean, College of Human Sciences & Humanities	Date

Jesse Clayburn
Assistant Superintendent, Facilities & Construction

TO: Dr. Douglas Killian
The Board of Trustees

FROM: Jesse Clayburn

DATE: August 26, 2025

RE: **2025 CAMPBELL MS, CY RANCH & JERSEY VILLAGE HS AND
BERRY ESC CHILLER REPLACEMENTS
CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 25-03-5755-R-RFP
CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of five (5) proposals from interested contractors on Tuesday, August 26, 2025, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposals submitted and a recommendation letter from Huckabee, Inc., dated August 26, 2025.

Our department has carefully evaluated the submitted proposals and hereby recommends to the Board of Trustees, to award the construction contract to DivisionOne Construction, LLC., in the amount of \$15,899,000.00. This recommendation is based upon acceptance of the Base Proposal, and Alternate No. 1. DivisionOne Construction, LLC., has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes replacement of existing chillers at Campbell MS, Cy Ranch HS, Jersey Village HS and the Berry Center ESC.

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

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

cc: Amy Hayes
Shannon Thompson
Project File 1.9 / 4.7



PROPOSAL TABULATION FORM
2025 Campbell MS, Cy Ranch HS & Jersey Village HS and Berry ESC Chiller Replacements
 Cypress-Fairbanks Independent School District
 CFISD Project No. 25-03-5755-R-RFP / Architect Project No. 01818-08-01,02,03,04
 Base Proposal Date/Time: Tuesday, August 26, 2025 at 2:00 p.m. (CST)
 Alternate Proposal Date/Time: Tuesday, August 26, 2025 at 3:00 p.m. (CST)



	Recommended Proposer				
	DivisionOne Construction, LLC.	Dunhill Development and Construction, LLC.	ICI Construction, Inc.	Millennium Project Solutions	Prime Contractors, Inc.
Proposal Bond (Section AD)	Yes	yes	yes	yes	yes
Base Proposal	\$17,299,000.00	\$16,495,000.00	\$16,500,000.00	\$18,500,000.00	\$18,300,000.00
Addenda Acknowledged: 1 & 2	yes	yes	yes	yes	yes
Alternate No.1: Adjustment to Base Proposal	(\$1,400,000.00)	\$0.00	(\$360,000.00)	(\$2,045,000.00)	(\$1,600,000.00)
Alternate No.2: Removal of Jersey Village HS Scope	(\$2,750,000.00)	(\$2,500,000.00)	(\$2,890,000.00)	(\$3,465,000.00)	(\$3,300,000.00)
Subtotal: Base Proposal + Alternate No. 1	\$15,899,000.00	\$16,495,000.00	\$16,140,000.00	\$16,455,000.00	\$16,700,000.00
Subtotal: Base Proposal + Alternate No. 1 & 2	\$13,149,000.00	\$13,995,000.00	\$13,250,000.00	\$12,990,000.00	\$13,400,000.00
TOTAL BASE PROPOSAL + ALTERNATE NO. 1	\$15,899,000.00	\$16,495,000.00	\$16,140,000.00	\$16,455,000.00	\$16,700,000.00
PROPOSER RANK	1	4	2	5	3



MORE THAN ARCHITECTS

August 26, 2025

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

Re: 2025 Campbell MS, Cy Ranch HS & Jersey Village HS and Berry ESC Chiller Replacements
Proposal Cypress-Fairbanks Independent School District
CFISD Proposal Number: 25-03-5755-R-RFP
Huckabee Project Number: 01818-08-01, 02, 03 & 04

Dear Mr. Clayburn,

On Tuesday, August 26, 2025 competitive sealed proposals were received at the District's Facilities and Construction office, 11430 B Perry Road for the 2025 Campbell MS, Cy Ranch HS & Jersey Village HS and Berry ESC Chiller Replacements. Five (5) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

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

Huckabee recommends to the Cypress-Fairbanks Independent School District Board of Trustees, the acceptance of the Selection Committee's recommendation to select DivisionOne Construction, LLC., as the Contractor for this project in the amount of \$15,899,000.00, which represents the Base Proposal and Alternate Proposal No 1. All parties teamed with Cypress-Fairbanks I.S.D. staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

DivisionOne Construction, LLC., is a local, Houston, Texas based, general contractor that has successfully executed numerous construction projects for a host of school districts in the Texas Gulf Coast area, including the Cypress-Fairbanks Independent School District.

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

We look forward to a successful partnership with the District and DivisionOne Construction, LLC., in the 2025 Campbell MS, Cy Ranch HS & Jersey Village HS and Berry ESC Chiller Replacements project.

Sincerely,

Susan Wisa, AIA
Principal

Enclosure - Proposal & Evaluation Tabulation Form

Huckabee

AUSTIN • DALLAS • FORT WORTH • HOUSTON • SAN ANTONIO • WACO
www.huckabee-inc.com

CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

To: Darin Crawford
Assistant Superintendent for Support Services

From: James Briscoe
Director of Procurement Services

Date: August 27, 2025

Re: Special Education Bus Purchase
Contract #25-07-1010

The following quotes were received for the purchase of 10 special education school buses to accommodate the growth in our special education student populations. Rush Bus Centers is a contracted vendor on the BuyBoard (TASB) Purchasing Cooperative (No.722-23)

Recommendation :	<u>Rush Bus Centers</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Estimated Expenditure:	Blue Bird BBCV2610S gasoline (with options)	7	\$166,234.00	\$1,163,638.00
	Blue Bird BBCV3310S propane (with options)	3	\$182,069.00	\$546,207.00
	Buyboard Fee	-	-	\$800
	Total	10		\$1,710,645.00

hb



Dr. Kayne M. Smith, Director of Transportation Services

August 26, 2025

To: Darin Crawford, Assistant Superintendent Support Services
From: Kayne M. Smith, Ed.D., Director of Transportation Services
Subject: Recommendation for School Bus Purchases

Due to the growth of our special education population, we are in the need for additional special-education school buses. The following quotes were received for seven (7) Blue Bird BBCV2610S, (currently in-stock) and three (3) Blue Bird BBCV3310S propane (build).

Per the attached quotes, I am recommending the following from Rush Bus Center:

Recommendation: The purchase of ten (10) school buses from Rush Bus Centers.

- **Seven (7)** Blue Bird BBCV2610S gasoline (currently in-stock)
\$166,234 (with options)
- **Three (3)** Blue Bird BBCV3310S propane (build)
\$182,069 (with options)

Plus \$800 Buy Board

Total Cost: \$1,710,645.00

Funding Source: Bond Funds

Please contact me if you have any questions.

Thank you,

Kayne M. Smith, Ed.D.
Director of Transportation Services
Cypress-Fairbanks ISD

SCHOOL PROVIDER AGREEMENT

This School Provider Agreement ("Agreement"), effective July 1, 2025, 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.

Purpose

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, ("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:

The parties agree to the following terms.

Terms

1. Obligations of Aveanna.

- a. **General.** Aveanna will 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 will require in its sole discretion. There is no requirement imposed upon School pursuant to this Agreement to purchase any quota of Services. 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.
- b. **Provision of Services.** Aveanna will schedule Services as requested by School. Aveanna will comply with all relevant policies and procedures of the parties, including the handling of student records, emergency procedures and student complaints.
- c. **Personnel.** Aveanna will be responsible for providing qualified Personnel to deliver Services pursuant to this Agreement. Aveanna will not subcontract any Services to be performed without the prior written consent of School. Personnel will be required to meet all federal, state or local health screening requirements.

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

- d. 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.

2. **Obligations of School.**

- a. General. During the term of this Agreement, School will purchase from Aveanna, on a non-exclusive basis, the Services in such amounts as School elects to purchase. School will only pay for the Services actually provided.
- b. Policies and Procedures. School will 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 will pay Aveanna for Services rendered in accordance with Schedule A. Fee Schedule may be revised upon mutual written consent of both parties. School will not be obligated to pay for any Services delivered by Aveanna that were not requested by School.
- b. Invoice. Aveanna will provide School with weekly or monthly invoices as indicated herein.
- 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 the 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.**

The term of this Agreement commences on July 1, 2025 and continues until June 30, 2026 ("Term"). Either party may terminate this Agreement at any time with 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 will defend, indemnify and hold harmless Aveanna and each of its officers, directors, employees, and agents ("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 will defend, indemnify and hold harmless School and each of its officers, directors, employees, and agents ("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 per occurrence and \$3,000,000 in the aggregate.
 - (iii) Worker's Compensation in accordance with applicable statutory requirements.
 - (iv) Each party will 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.
 - (v) 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. Independent Contractor. Aveanna will be an independent contractor and will employ appropriate personnel to deliver 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 will 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 maintaining all required insurance coverage related to its employees, including workers' compensation insurance.
- d. 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.
- e. Confidentiality. Upon execution of this Agreement, Aveanna, 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 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.
- f. Amendment. No amendment(s) to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties.
- g. 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.
- h. Governing Law. This Agreement is interpreted, construed and governed according to the laws of the state in which Services are provided.

- i. 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.

- j. Notices. Any notice, demand or other communication required or permitted will 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 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, (ii) 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, or (iii) 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 in accordance with this section.

- k. Waiver. Waiver by either party of an event of default or of any breach of the provisions of this Agreement, will 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.

**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:

**400 Interstate North Parkway SE,
Suite 1600
Atlanta Georgia 30339
Attn: Contracts Department
schoolcontracts@aveanna.com**

**11440 Matzke Rd.
Cypress, TX, 77429**

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

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

Four Hour Minimum.

If services provided are less than four (4) hours in a single day, a four (4) hour minimum will be charged.

Transport Employee.

Nursing transportation services consist of an employee riding in a school sponsored vehicle with a single special needs student to accompany the student from home to school and school to home. No other nursing services are provided. Charges for this service will be based on a rate per trip with a maximum of two (2) hours for services rendered by RN or LPN/ LVN. Services that exceed the initial two hours will be billed at the RN or LPN/ LVN contract rate.



**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: Presiding Officers and/or Governing Bodies of Taxing Units Districts Served
by the Harris Central Appraisal District

FROM: Roland Altinger, Chief Appraiser

DATE: August 7, 2025

SUBJECT: Nominations to fill a vacancy on the Harris Central Appraisal District
Board of Directors caused by resignation of a Director

I am sending this letter to notify you that the Chairman of the Harris Central Appraisal District Board of Directors has informed me that there is a vacancy on the Harris Central Appraisal District board of directors due to resignation of director Cassandra Auzenne Bandy that took effect on July 31, 2025.

Section 6.0301 of the Texas Property Tax Code gives you the right to nominate a replacement by resolution of your governing body, to fill the vacancy and complete the term of former director, Cassandra Auzenne Bandy, which expires on December 31, 2027.

The resolution must be sent to the chief appraiser who will then distribute the list of nominees timely received from taxing units to the board of directors. The HCAD board of directors shall then, by majority vote, appoint a director to fill the vacancy from that list of nominees timely submitted by the taxing units.

This letter serves as formal notice of:

- Your right to nominate a candidate to fill the vacancy on the Board, and the process for doing so. For further details please see Exhibit "A" attached hereto.

Your board will need to meet and complete this process of nominating a director to fill this vacancy so that you can deliver your nomination and resolution to the chief appraiser by 5 p.m. on September 22, 2025.

Nominations and resolutions may be submitted:

- **By Regular Mail:**

Roland Altinger, Chief Appraiser
P.O. Box 920975
Houston, Texas 77292-0975

Mark the envelope: "Nomination to Fill a Vacancy on HCAD Board of Directors."

- **By Hand:**

Roland Altinger, Chief Appraiser
13013 Northwest Freeway
Houston, Texas 77040

Mark the envelope: "Nomination to Fill a Vacancy on HCAD Board of Directors."

- **By Email:**

cguerra@hcad.org

Participating in this process gives you the best chance of having a voice in HCAD's operations. To assist you in this nominating process, a sample resolution for your nomination to fill the vacancy on the Board of Directors of the Harris Central Appraisal District is also attached.

Please do not hesitate to call me on (713) 957-5299 with any questions you may have.

Sincerely,



Roland Altinger, CAE, RPA, CTA
Chief Appraiser

Attachments

CC: HCAD Board Members
Attorneys

EXHIBIT "A"

NOMINATING AND VOTING PROCESS TO FILL A VACANCY ON THE HARRIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

The nominating and voting process to fill a vacancy of the board of directors due to the resignation of one of the directors is outlined below.

Nomination Procedures

All taxing units participating in the appraisal district under Section 6.03 may nominate a candidate to fill the vacancy and complete the term of a director who resigned from the board.

The presiding officer of a taxing unit's governing body must submit the name and the corresponding nominating resolution to the chief appraiser **by 5 p.m. on September 22, 2025.**

The list of nominees submitted to the chief appraiser will be given to HCAD's board of directors.

Voting Procedures

Pursuant to Section 6.0301(f), after the chief appraiser receives resolutions from taxing units containing the names of the nominated candidates to fill the vacancy on the board, the chief appraiser shall, within five days, send to the board of directors the list of the nominees. The board of directors shall then appoint by majority vote of its members one of the nominees timely submitted by the taxing units to fill the vacancy.

Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

There is no compensation for service on the appraisal district's board of directors; however, directors are reimbursed for actual and necessary expenses incurred in the performance of their duties as provided by the budget adopted by the board. HCAD's Board of Directors typically meets once a month.

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the appraisal district's board of directors.

Residency. *The individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

Employment. An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception: an employee of a taxing unit may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee may be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district's board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

Conflict of Interest. An individual may not serve on an appraisal district's board of directors if the individual is related, within the second degree by consanguinity (blood) or affinity (marriage), to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district; those relatives barred include: the individual's spouse, children, brothers, sisters, parents, grandparents, and grandchildren. The relatives of the individual's spouse in the same degree are also included.

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors of, an appraisal district if the individual contracts with the appraisal district for any purpose or contracts with a taxing unit served by the district for a property tax-related purpose. The same rule applies to individuals who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). An individual has a substantial interest if the individual or the individual's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. An individual also has a substantial interest if the individual or the individual's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

Additionally, the appraisal district may not employ any person who is related to a member of the board of directors within the second degree by affinity or the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes. With limited exceptions, Texas law makes a person ineligible to serve as a member of the board of directors if he or she has delinquent property taxes owed to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF

_____, (A CONSERVATION AND RECLAMATION DISTRICT)

NOMINATING A CANDIDATE TO FILL A VACANCY ON THE BOARD OF DIRECTORS OF THE HARRIS CENTRAL APPRAISAL DISTRICT

WHEREAS, Conservation and Reclamation Districts within the Harris Central Appraisal District have the right to nominate a candidate to fill a vacancy on the board of directors to complete the term of Cassandra Auzenne Bandy who resigned her position on the board of directors, and

WHEREAS, this governing body desires to exercise its right to nominate a candidate on the Board of Directors to fill the vacancy on the board of directors for term that will expire on December 31, 2027, and

WHEREAS the HCAD board of directors shall by majority vote appoint a new director from the list of nominees timely submitted by all taxing units to the chief appraiser; and now, therefore

BE IT RESOLVED BY THE GOVERNING BODY OF

_____, (A CONSERVATION AND RECLAMATION DISTRICT)

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and hereby are, adopted, ratified and confirmed.

Section 2. The (name) _____ of _____

_____ (address, Zip code) _____ (phone number) be, and he or she is hereby, nominated as a candidate for an appointed position to fill a vacancy that exists on the Board of Directors of the Harris Central Appraisal District whereby the candidate appointed to fill the vacancy shall be decided by a majority vote of the HCAD board of directors to complete the term that expires on December 31, 2027.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver, or cause to be delivered, a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District **by 5 p.m. on September 22, 2025.**

PASSED AND APPROVED this _____ day of _____, 2025.

Presiding Officer

ATTEST:

Secretary



**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: Presiding Officers and/or Governing Bodies of Taxing Units Other Than Conservation and Reclamation Districts Served by the Harris Central Appraisal District

FROM: Roland Altinger, Chief Appraiser

DATE: July 1, 2025

SUBJECT: Nominations of Appraisal District Board Members

In 2025, your taxing unit has the right to participate in the nominating and voting process to appoint two members to the Board of Directors of the Harris Central Appraisal District (“HCAD”). Eligible conservation and reclamation districts in Harris County will also participate in the election. These directors will serve four-year terms beginning January 1, 2026. This letter serves as formal notice of:

- Your right to nominate a candidate or candidates for a position on the Board, and the process for doing so; and
- Your voting entitlement, as determined by Section 6.03(d) of the Texas Property Tax Code.

We have described the process for nominating a candidate or candidates in **Exhibit “A,”** which is attached. You’ll also find a description of the voting process to elect two new board members in that Exhibit. Completing these steps will require your board to meet two times before the end of the year.

Your board will need to meet and complete this first step for nominating a candidate or candidates so that you can deliver your nomination(s) and resolution to the chief appraiser no later than 5 PM, October 14, 2025.

Nominations and resolutions may be submitted:

- **By Regular Mail:**
Roland Altinger, Chief Appraiser
P.O. Box 920975
Houston, Texas 77292-0975

Mark the envelope: “Nomination for Board of Directors.”

- **By Hand:**
Roland Altinger, Chief Appraiser
13013 Northwest Freeway
Houston, Texas 77040

Mark the envelope: "Nomination for Board of Directors."

- **By Email:**
cguerra@hcad.org

The Tax Code gives each jurisdiction a certain number of votes for the final election. **Exhibit "B,"** which is attached, shows the calculation and sets out your number of votes.

Participating in the election process gives you the best chance of having a voice in HCAD's operations. To assist you in this nominating process, a sample resolution for your nomination(s) - up to two - to the Board of Directors of the Harris Central Appraisal District is also attached.

Please do not hesitate to call me at (713) 957-5299 with any questions you may have.

Sincerely,



Roland Altinger, CAE, RPA, CTA
Chief Appraiser

Attachments

CC: HCAD Board Members
Attorneys

EXHIBIT "A"

The respective terms of two of the current appointed directors on the HCAD Board expire on December 31, 2025.

The current HCAD board members are listed below:

Appointed board members whose terms expire December 31, 2025, are:

- Martina Lemond Dixon and
- Melissa Noriega.

Appointed board members whose terms expire December 31, 2027, are:

- Jim Robinson, Chairperson.
- Cassandra Auzenne Bandy; and
- Mike Sullivan.

Elected board members whose terms expire December 31, 2026, are:

- Kathy Blueford-Daniels,
- Kyle Scott, and
- Ericka McCrutcheon.

The above directors are joined on the Board by Annette Ramirez who serves as an ex-officio voting member as Harris County Tax Assessor-Collector.

NOMINATING AND VOTING PROCESS FOR ALL TAXING UNITS OTHER THAN CONSERVATION AND RECLAMATION DISTRICTS

Entitlement to Vote

In general, the voting entitlement of the eligible taxing units is determined by dividing the total dollar amount of property taxes imposed by the taxing unit in the preceding tax year by the sum of the total dollar amount of property taxes imposed in the appraisal district for that year by each taxing unit entitled to vote, multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. Tex. Tax Code Section 6.03(d).

That number is then multiplied by the number of directorships to be filled. Taxing units whose final levy ratio calculates to .49 or under were rounded to the nearest whole number, which is zero. Accordingly, some taxing units have zero votes. To view your taxing unit's entitlement to vote in the appointment process, please see Exhibit "B" attached.

Nomination Procedures

All taxing units, other than conservation and reclamation districts, may nominate up to two candidates to be placed on the ballot that will be sent to, and voted upon by eligible taxing units that are entitled to vote.

The presiding officer of a taxing unit's governing body must submit the name(s) and the corresponding nominating resolution to the chief appraiser **before October 15, 2025**.

Voting Procedures

Before October 30, 2025, the chief appraiser will prepare a final voting ballot alphabetically listing by surname all nominees that were submitted timely and send that ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Prior to **December 15, 2025**, the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser. Pursuant to Tax Code Section 6.03(c), a governing body of a taxing unit may cast its votes for one candidate or distribute them among the candidates.

The two candidates receiving the most votes will be appointed to the board of directors for a four-year term beginning January 1, 2026.

The chief appraiser will count the votes and will then notify the winners, the nominees, and the presiding officers of each taxing unit before December 31, 2025.

Additional and specific information pertaining to this voting process and the final voting ballot will be sent to you with the list of nominees on the final ballot before **October 30, 2025**.

Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

There is no compensation for service on the appraisal district's board of directors; however, directors are reimbursed for actual and necessary expenses incurred in the performance of their duties as provided by the budget adopted by the board. HCAD's Board of Directors typically meets once a month.

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the appraisal district's board of directors.

Residency. *The individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

Employment. An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception: an employee of a taxing unit may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee may be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district's board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or of representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

Conflict of Interest. An individual may not serve on an appraisal district's board of directors if the individual is related, within the second degree by consanguinity (blood) or affinity (marriage), to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district; those relatives barred include: the individual's spouse, children, brothers, sisters, parents, grandparents, and grandchildren. The relatives of the individual's spouse in the same degree are also included.

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors of, an appraisal district if the individual contracts with the appraisal district for any purpose or contracts with a taxing unit served by the district for a property tax-related purpose. The same rule applies to individuals who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). An individual has a substantial interest if the individual or the individual's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. An individual also has a substantial interest if the individual or the individual's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

Additionally, the appraisal district may not employ any person who is related to a member of the board of directors within the second degree by affinity or the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes. With limited exceptions, Texas law makes a person ineligible to serve as a member of the board of directors if he or she has delinquent property taxes owed to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority. In accordance with law, the definitions of abuse and neglect specifically exclude the refusal of a person responsible for a child's care, custody, or welfare to affirm the child's expressed sexual orientation or perception of the child's gender, including a refusal to use the child's preferred name or pronouns, regardless of whether the child's name has been legally changed.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within ~~48~~²⁴ hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have

been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use (1) a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child or (2) a parent's choice of a recognized alternative health care treatment or therapy for the child that could be considered as new, emerging, or nonstandard as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency as defined by law;
2. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a

person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.
[See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report
Suspected Child
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or

3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline website: <http://www.txabusehotline.org>

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority. In accordance with law, the definitions of abuse and neglect specifically exclude the refusal of a person responsible for a child's care, custody, or welfare to affirm the child's expressed sexual orientation or perception of the child's gender, including a refusal to use the child's preferred name or pronouns, regardless of whether the child's name has been legally changed.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 24 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

5. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
6. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have

been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use (1) a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child or (2) a parent's choice of a recognized alternative health care treatment or therapy for the child that could be considered as new, emerging, or nonstandard as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

3. A state or local law enforcement agency as defined by law;
4. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)¹;
5. A local CPS office; or
6. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by

law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report
Suspected Child
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

7. May be placing a child at risk of continued abuse or neglect;
8. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
9. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
10. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, District officials shall be prohibited from:

11. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
12. Requiring that a parent or school employee be present during the interview; or

13. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline website: <http://www.txabusehotline.org>

**CYPRESS-FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

OPERATING PROCEDURES



“COMMON SENSE, COMMON COURTESY”
REVISED MAY SEPTEMBER 2025⁴

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

PREFACE

It is the responsibility of the Board of Trustees, as a body corporate, to create policy for the school district, and it is the responsibility of the Superintendent and staff to manage and lead the district, and ensure that the policies adopted by the Board are implemented. In effective school systems, the Superintendent and the Board function as a “Team of Eight.” The Cypress-Fairbanks Independent School District Board Operating Procedures provide guidance to the Board and the Superintendent in the operation of this “Team of Eight” so it may function as a cohesive and effective unit in its mission to accomplish the goals and priorities of the school district. The Board Operating Procedures serve as standard operating procedures that supplement the local policies of the school district. Specifically, the following policies apply directly to the Board of Trustees and are incorporated herein by reference:

BAA (Legal) BOARD LEGAL STATUS - POWERS AND DUTIES
BBA (Legal) BOARD MEMBERS - ELIGIBILITY/QUALIFICATIONS
BBC (Legal) BOARD MEMBERS - VACANCIES AND REMOVAL FROM OFFICE
BBD (Legal) BOARD MEMBERS - TRAINING AND ORIENTATION
BBD (Exhibit) BOARD MEMBERS- TRAINING AND ORIENTATION
BBD (Local) BOARD MEMBERS - TRAINING AND ORIENTATION
BBE (Legal) BOARD MEMBERS- AUTHORITY
BBE (Local) BOARD MEMBERS- AUTHORITY
BBF (Local) BOARD MEMBERS- ETHICS
BBFA (Legal) BOARD MEMBERS- ETHICS, CONFLICT OF INTEREST DISCLOSURE
BBFA (Local) BOARD MEMBERS- ETHICS, CONFLICT OF INTEREST DISCLOSURE
BBFA (Exhibit) BOARD MEMBERS- ETHICS, CONFLICT OF INTEREST DISCLOSURE
BBFB (Legal) BOARD MEMBERS- ETHICS, PROHIBITED PRACTICES
BBG (Legal) BOARD MEMBERS - COMPENSATION AND EXPENSES
BBG (Local) BOARD MEMBERS - COMPENSATION AND EXPENSES
BBG (Regulation) BOARD MEMBERS - COMPENSATION AND EXPENSES
BBI (Local) BOARD MEMBERS - TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS
BDAA (Legal) OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS
BDAA (Local) OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS
BDB (Legal) BOARD INTERNAL ORGANIZATION- INTERNAL COMMITTEES
BDB (Local) BOARD INTERNAL ORGANIZATION- INTERNAL COMMITTEES
BDD (Local) BOARD INTERNAL ORGANIZATION, ATTORNEY
BE (Legal) BOARD MEETINGS
BEC (Legal) BOARD MEETINGS- CLOSED MEETINGS
BED (Legal) BOARD MEETINGS- PUBLIC PARTICIPATION
BED (Local) BOARD MEETINGS- PUBLIC PARTICIPATION
BED (Regulation) BOARD MEETINGS- PUBLIC PARTICIPATION
BF (Local) BOARD POLICIES
BJCD (Legal) SUPERINTENDENT - EVALUATION
BJCD (Local) SUPERINTENDENT – EVALUATION

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

BQ (Legal) PLANNING AND DECISION-MAKING PROCESS

BQ (Local) PLANNING AND DECISION-MAKING PROCESS

STANDARDS OF CONDUCT

PORTRAIT OF A CFISD BOARD MEMBER

The Cypress-Fairbanks ISD School Board member provides direction and promotes student success by supporting and celebrating the characteristics cited in the portraits of the administrator, the teacher, and the graduate. The Board member is a:

- Logical Visionary who provides guidance and direction for accomplishing the vision of the District and who strives to address the District's future growth and diversity while mindful of its past and present goals and decisions;
- Reflective Investigator who understands the limits of personal knowledge, who seeks to expand that knowledge through all available resources, and who commits to continuous improvement by thoroughly, critically, and creatively examining those resources;
- Thoughtful Decision Maker who solves problems by carefully considering the information and recommendations of the District's resources, who embraces differences of opinion in the decision-making process, and who accepts and supports the resulting decisions of the Board;
- Dedicated Team Player who is trustworthy and collaborative while working with other board members, professional educators, and members of the community to arrive at consensus;
- Engaged Representative who listens to stakeholders so they can partner with District staff to be involved in the schools, make informed choices for their children, and support the District in collaboratively maintaining high expectations for student achievement; and
- Knowledgeable Advocate who promotes excellence in education by seeking to understand programs and processes, who respects student differences and developmental levels, and who supports a challenging curriculum for all students.

BOARD MEMBER'S CREED AND ETHICS

The Board Member's Creed

"My first priority is to foster student success. I will endeavor to support student, staff, parent, and community involvement to that end. My decisions will focus on what is in the best interests of our students, staff, parents, and taxpayers so that we can deliver an outstanding education to our students and equip them well for their futures. My desire is that Cypress- Fairbanks ISD continue to be a destination community for students, parents, employees and community members.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

I will support a strong working environment for our teachers, support staff, and administrators. My desire is that Cypress-Fairbanks ISD continue to be a career destination for our team; my decisions will seek to enable our educational and support teams to deliver an outstanding work environment and education and opportunity for all of our students.

I am a citizen elected to represent the people of the entire school district, not just a specific group of people, geographic area, or political party.

I realize that my authority as a member of the Board of Trustees only exists during a legally announced meeting, or when authorized by Board action to speak on behalf of the District or the Board.

I do not need to know all the facts of the educational process or of general school administration but I expect to timely receive the necessary data to evaluate the work in order to effectively govern. I am not expected to do this work, but I am responsible for seeing that the work is done.

My work as a member of the Board of Trustees consists of assisting in choosing a competent superintendent to guide the District, deciding within the provisions of the applicable laws what is to be done, setting educational priorities, and appraising the work to see that it is done competently and economically.

The administration of the educational program and the conduct of school business shall be left to the superintendent and his or her staff. I deal directly with the superintendent or through the board president and do not attempt to handle school business matters with other District employees.

I listen impartially to all persons who come to me with questions, problems, and/or comments on the capabilities or personalities of school employees, direct them to the appropriate employees of the school district, and apprise them of the administrative procedure for all grievances.

I must make my own decisions.”

The Board Member's Code of Ethics

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.
- I will be accountable to the school community by accurately communicating District policies, programs, priorities, progress, and enabling community feedback for the purpose of guiding District priorities.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.
- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

- I will base my decisions on fact and/or data rather than supposition, opinion, or public favor.
- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.
- I will focus my attention on fulfilling the Board’s responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.
- I will be continuously guided by what is best for ALL students of the District.

BOARD MEMBER’S STANDARD OF BEHAVIOR

- Board members should be knowledgeable of the Board’s Creed and Code of Ethics, which will be provided and acknowledged by each newly elected Trustee during new Trustee Orientation.
- Board members will review the Board Operating Procedures at least annually and sign acknowledgment any time the procedures are amended and re-adopted by the Board.
- During Board meetings, Board members, working in concert with the Superintendent, should strive to create and maintain a meeting atmosphere that allows the District’s “Team of Eight” to work in harmony and serve as an example to students and employees.
- Board members should maintain the confidentiality of documents and discussions from closed session items and meetings.
- Board members are responsible for policing each other. Individual Board members are encouraged to express their concerns about another Board member’s performance directly to the member. If the private consultation with the fellow Board member does not address the concern, the Board President should be notified.
- The Board president may address the concern privately and informally with the member on behalf of the reporting Board member(s) or facilitate a discussion between the members involved. If the facilitated discussion would involve a quorum of the Board, the meeting must be posted and conducted in accordance with the Texas Open Meetings Act.
- The repeated failure to adhere to the standards of behavior or Board operating procedures may result in the Board president meeting with the Board member to formally address the concerns in writing or when appropriate, post the matter for the full Board to evaluate individual Board Member(s) performance(s). If considered by the full Board, the Board may reach consensus on appropriate behaviors to resolve the concern, may issue a private written warning to the offending Board member(s) and/or, in the case of continued violations or a violation of a sufficiently egregious nature, the Board may publicly reprimand or censure the Board member(s) by formal action of the Board.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

SUMMARY OF KEY ROLES AND RESPONSIBILITIES OF THE BOARD

- Recognize the respective roles of the Texas Legislature, State Board of Education, the Texas Education Agency and ~~the~~ local Boards of Trustees [as outlined in the Texas Education Code](#) in the governance of the public schools;
- Fulfill the statutory duties of the local Board of Trustees [within the scope of the Texas Education Code](#) and uphold all laws, rules, ethical procedures and court orders pertaining to schools and school employees;
- Focus its actions on policy making, planning and evaluation of the District’s vision, mission and goals;
- Adopt a planning and decision-making process consistent with state statutes that uses participation, information, research and evaluation to help achieve the District’s vision;
- Ensure that the District planning and decision-making process enables all segments of the community, students, parents and staff to contribute meaningfully to achieving the District’s vision;
- Develop and adopt policies that provide guidance for accomplishing the District’s vision, mission and goals;
- Adopt a budget that incorporates sound business and fiscal practices and provides resources to achieve the District’s vision, mission and goals;
- Adopt goals, approve student performance objectives and establish policies that provide a well-balanced curriculum resulting in improved student learning;
- Approve goals, policies and programs that ensure a safe and disciplined environment conducive to learning;
- Oversee the management of the district by employing a superintendent and evaluating the Superintendent’s performance in providing educational leadership, managing daily operations and performing all duties assigned by law;
- Adopt policies and standards for hiring, assigning, appraising and compensating school district personnel in compliance with state laws and rules; and
- Attending district activities (such as graduations, awards programs, and school dedications) whenever possible.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

GOVERNANCE

- Board members, as individuals, may not exercise authority over the school district or its property, students or employees. Except for appropriate duties and functions of the Board President, an individual member may not act on behalf of the Board without the express authorization of the Board. Without authorization, no individual member may commit the Board on any issue and may not use District resources or the District name or logo in a way that infers authority to speak on behalf of the Board. [BBE (Local)]
- When Board members attempt to insert themselves into the day-to-day details of administering the District, they are not fulfilling the Board's responsibility to look to the future. The Board should let the Superintendent oversee and operate the District's daily operations. This is stated as a reminder by the Board President before every school board meeting.
- Board Standing Committees. In accordance with Board policy and these operating procedures, the Board creates the following standing, special committees of the Board, whose membership shall be assigned by the Board President. [BDB (Local)]
 - Finance, Audit & Technology Committee- to oversee the District's budgeting, financial planning, tax collection, annual financial audit, oversight of the District's internal and external auditors, and the technology planning.
 - Academics, Safety, Vision & Planning Committee- to oversee the development and progress toward achieving the District's strategic plan.
 - Policy Review Committee- to oversee matters regarding Board policy.
 - Governance Committee- to oversee matters of Board governance, such as review and revision of the Board Operating Procedures, naming of facilities, development of the Board's legislative priorities, oversight of the Board's counsel, and Board training and team building.
- Board Ad Hoc committees. The Board President may also create ad hoc committees to address specific areas of focus of the Board. These committees shall dissolve upon completion of their assigned work. The memberships of these committees shall be assigned by the Board President.
- Board Meetings
 - The Board will observe the modified parliamentary procedures in Roberts Rules of Order, Newly Revised for Small Assemblies. [See attached].
 - In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings.
 - Board member requests for agenda items as outlined in BE (Local) should be submitted to the Board President for inclusion on a future agenda at least one week before a committee of the whole work session. The Board President will review the agenda item with the member before it is presented to the Superintendent and discuss with the member when the item should be included on a future Board meeting agenda.

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- The Superintendent, in consultation with the Board President, may call a special-called meeting with at least ~~72 hours~~three business days' notice.
 - To make meetings more efficient, reports to the Board will be written unless they are either required by law, compelled by importance, or politically significant. Additionally, if an individual trustee requests that the administration prepare a report, the Board President will seek to determine if it is the consensus of the Board that the report is needed. The Board President will inform the Board of his/her determination regarding the request.
 - The Board will develop a consent agenda, determined by the Board President, which may contain those items that are recurring or routine in nature, or for which there are no further questions after discussion of the Board during a committee of the whole work session.
 - Board members should make every effort to have requests for additional information or clarification of an agenda item submitted to the Superintendent no later than 48 hours prior to the committee of the whole work session.
 - Board members should notify the Superintendent in advance of any interest in removing an item from the consent agenda.
 - Board members may make comments during the Board comment portion of the board meetings regarding the District and District-related activities, issues and events but these comments cannot be the subject of discussion or deliberation unless they are otherwise posted as an agenda item (in which case the discussion would occur when the agenda item was addressed).
- Board Meeting Invocations
 - The Board of Trustees has long maintained a tradition of solemnizing its proceedings by allowing for a brief opening prayer before each meeting, for the benefit and blessing of the Board. The Board desires to clarify and codify its invocation practice because solemnizing prayers before deliberative public bodies has been consistently upheld as constitutional by federal courts, including the Fifth Circuit Court of Appeals. The Board intends to establish procedures that reflect its past practice of offering invocations that do not proselytize or advance any faith or show any purposeful preference of one religious view to the exclusion of others.
 - In order to solemnize meetings of the Board of Trustees, it is the desire of the Board to allow for, but not to mandate, an invocation to be offered at its meetings for the benefit of the Board.
 - No Board member, employee of the school district or any other person in attendance at the meeting shall be required to participate in any prayer that is offered.
 - The invocation shall be voluntarily delivered by an eligible member of the Faith-Based community in the Cypress-Fairbanks area. To ensure that such person (the “invocation speaker”) is selected from among a wide pool of the District’s Faith-Based leaders, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
 - a. The Superintendent shall compile and maintain a database of the Faith-Based leaders with an established presence in the Cypress-Fairbanks area (“Faith-Based Leaders List”.)

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- b. The Faith-Based Leaders List shall be compiled by referencing the listing for “churches,” “congregations,” or other religious assemblies in the annual Yellow Pages phone book(s) published for the Cypress-Fairbanks area, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence in the local community are eligible to be included in the Faith-Based Leaders List, and any such congregation can confirm its inclusion by specific written request to the Superintendent.
 - c. The Faith-Based Leaders List shall be updated, by reasonable efforts of the Superintendent, in May of each calendar year.
 - d. On or about July 1 of each calendar year, the Superintendent shall send an invitation to each spiritual leader listed on the Faith-Based Leaders List and invite each to schedule on a first-come, first-served basis to deliver an invocation for a future Board meeting.
 - e. If no eligible member of the clergy is available to provide the invocation, a member of the Board may deliver the invocation. The designated Board member shall deliver the invocation in his or her capacity as a private citizen, and according to the dictates of his or her own conscience.
 - f. No viewpoint, guidelines or limitations shall be issued regarding an invocation’s content, except that the Board shall request by the language of this guideline that no prayer should proselytize or advance any faith or disparage the religious faith or non-religious views of others.
 - g. The Superintendent shall make every reasonable effort to ensure that a variety of eligible invocation speakers are scheduled for the Board meetings. No invocation speaker shall be scheduled to offer a prayer at consecutive meetings of the Board, or more than two (2) times per school year.
 - h. Neither the Board nor the Superintendent shall engage in any prior inquiry, review of, or involvement in, the content of any prayer to be offered by an invocation speaker.
 - i. This guideline is not intended and shall not be implemented or construed in any way, to affiliate the District or the Board with, nor express any Board member’s preference for, any faith or religious denomination. Rather, this operating procedure is intended to acknowledge and express the Board’s respect for the diversity of religious denominations and faiths represented and practiced among the citizens of Cypress-Fairbanks ISD.
- Board Visits. In order to demonstrate support of the campuses, the Board has established a practice of scheduling Board visits for the trustees to visit schools in the District each year. Such visits shall be regarded as informal expressions of interest in and support of school affairs and are not “inspections” or visits for supervisory or administrative purposes. With the assistance of the Superintendent’s staff, each trustee is provided the opportunity to visit an

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

allocated number of campuses each school year. The number of allocated schools per trustee may vary depending upon each trustee's personal and professional commitments. Trustees are strongly encouraged to visit their allocated schools during the assigned calendar year, and to visit other campuses when and if time permits.

- When visiting a campus, Board members should adhere to the following:
 - Board members wishing to visit a campus should inform the Superintendent's office and the campus Principal at least 24 hours in advance of the visit.
 - Board members must check in at the Principal's office and follow campus visitor guidelines as required in BBE (Local).
- These guidelines do not pertain to visits as a parent or as a spectator to school events. Board members with children enrolled in the school district are entitled to the same rights, privileges and courtesies as all other parents or guardians. However, when engaging in conferences or interactions with school personnel as a parent, a Board member shall not let his/her official position interfere or dictate decisions that should be fair and impartial.
- Board Access to and Requests for Information. Board members, acting in their official capacity, have access to confidential information that may be withheld from members of the general public. For instance, Board members have access to student and employee information that is otherwise confidential under the law to the general public. Board members who receive access to confidential records or information in their official capacities have a responsibility to maintain that confidentiality in accordance with the law. Individual Board members may also request existing information and/or existing reports regarding the District through the Superintendent: ~~Before requesting existing information, Board members should consider whether the information is a "need to know" or a "nice to know" or the Superintendent's Cabinet. Requests for information should not be made to the Superintendent's Cabinet without including the Superintendent on the request.~~ Individual Board members may not direct or require the Superintendent or District staff to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records; requests for creation of reports or analysis of data should be made only by Board Committees or the full Board. Before making requests for information or preparation of reports, Board Committees should consider whether the information is a "need to know" or a "nice to know" and only request information or reports for items that directly impact the Board Committee's work. Committee requests for creation of reports or analysis of data must be a unanimous request by the Board members on the committee. Directives to the Superintendent or other eustodian of records-member of the Superintendent's Cabinet regarding the preparation of reports shall that do not fall withing a Board Committee domain may be made by the full Board through Board action. Additionally, the following parameters apply to Board member requests for information:
 - When an individual Board member or Board Committee submits a request for existing information outside a Board meeting, the response will be shared with all Board members.
 - As required by law, the District shall track and report anyto TEA all requests by an individual board members for existing information, including or Board Committees for

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT BOARD OPERATING PROCEDURES

existing or new information. The District shall also publicly posting the cost of responding to ~~one or more~~ requests made by any individual Board members for ~~200 or more pages of material within a~~ information at least every 90-days period.

- As required by law, the District shall provide the individual Board member requesting information the existing documents or records within twenty (20) business days from receipt of the request. The District may take an additional reasonable period of time to respond, not to exceed ten (10) additional business days, if compliance by the twentieth (20th) business day would be unduly burdensome. If the additional time is needed, the District shall inform the Board member of the reason for the delay and the date by which the information will be provided.
- If the District does not provide the information properly requested by a Board member within the time period required by law, the member may bring suit against the District for appropriate injunctive relief. A Board member who prevails in a suit to enforce the legal provisions of a Board member's access to records may recover court costs and reasonable attorney's fees.

COMMUNICATION

- Communications Among Board Members
 - Board members may have informal telephone, email, or personal communications with other Board members in groups less than a quorum of the Board on any subject, including topics that have or may come to the attention of the Board, without violating the Texas Open Meetings Law if there is no attempt made to take action on behalf of the Board, and no attempt is made to garner support from other Board members for particular positions on items to be considered by the Board.
 - A quorum of Board members may be invited to or be present at social events; district or campus functions; or regional, state, or national conventions or workshops, or CFISD candidate forums without violating the Texas Open Meetings Law if no formal action is taken as a Board, and any discussion of public business is incidental to the social event, district or campus function, convention or workshop.
 - Board members may not record any conversation with another trustee unless each trustee present or participating in the conversation has been notified and consents to being electronically recorded. This provision is not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, or any other Board-sanctioned meeting recorded in accordance with Board policy.
- Communications with the Superintendent:
 - The Superintendent will communicate with all Board members at least weekly via Board Bulletin in order to update the Board regarding District events and/or information or reports requested by the Board.

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- The Board shall promptly communicate any questions or concerns to the Superintendent and should not wait until the Superintendent's formal evaluation to address concerns.
 - The Superintendent shall offer to schedule individual meetings with each Board member at least quarterly (4 times per year) in order to answer any questions or address any concerns with the Superintendent or District progress.
 - The Board shall evaluate the Superintendent at least annually in accordance with local policy [BJCD (Local)] utilizing the Board Monitoring System [AE (Local)].
 - Board members may not record any conversation with the Superintendent unless the Superintendent has been notified and consents to being electronically recorded. This provision is not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, or any other Board-sanctioned meeting recorded in accordance with Board policy.
- Board Communications with the Staff and Community:
 - The Board communicates with the staff and community through Board meetings, public hearings of the Board, Board-authorized presentations to the community, Participation in a Districtwide Special Committee and District publications. [BED (Local)]. Except for the appropriate duties and functions of the Board President, individual Trustees do not have the authority to act or speak on behalf of the Board or the District without prior approval of the Board.
 - Board members may not record any conversation with District staff or record any conversation related to District business with a community member, unless the respective staff or community member has been notified and consents to being electronically recorded. This provision is not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, or any other Board-sanctioned meeting recorded in accordance with Board policy.
 - Board members may serve on Districtwide Special Committees, both standing and ad hoc, appointed by the Superintendent under BDB (Local) in addition the Board President who serves as an ex official member on all District and Board committees. For standing Special Committees, the Board President shall annually assign a maximum of three Board members to each committee. For ad hoc Special Committees, the Board President may assign a maximum of three Board members to serve on the committee for its duration.
 - Trustee Communications with the Staff and Community
 - Trustees may provide factual information in response to communications they receive individually from staff or community members, but should not attempt to speak on behalf of the Board or predict the Board's position on an issue or item. Written communications received by the entire Board from staff or community members will be

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acknowledged by the Board President, [carbon copied to all trustees](#) and directed to the appropriate administrator for action or follow up as needed.

- Board members should use District-provided email to communicate with staff and community members when at all possible and should avoid using personal email or text messages for District business. If personal email or text messages are utilized for District business, Trustees must preserve the messages according to the time established by the District's record retention schedule or transfer the messages to the Trustee's District-provided email.
- In response to a question or concern raised by a staff or community member to an individual Board member, Board members should provide resources to assist the staff or community member in answering or resolving the question or concern. Generally, Board members should refer the individual back to the lowest possible level to resolve the problem, and if the staff or community member indicates that he/she has already addressed the concern with the department or campus-level administrator, then the individual should be referred to the Superintendent's Office. Board members should contact the Superintendent and advise him/her of the referral. Board members may also follow up with the Superintendent or designated staff in order to determine if the question or concern was addressed. Board members should generally refrain from investigating and attempting to address staff or community concerns directly, if doing so could result in the Board member being unable to address the situation if it were to come before the Board.
- The Board of Trustees encourages employee and community input, however, anonymous phone calls, emails or letters will typically not receive a written response from the District. Anonymous calls, emails or letters that allege employee misconduct should be referred to the Superintendent, who will refer the matter to Human Resources for review and action as appropriate.
- Trustees who wish to utilize one or more social media platforms to communicate regarding District business should strongly consider creating social media accounts solely for posting and/or communicating regarding the District. Use of a personal social media account by a Board member for communicating about the District and/or allowing or encouraging public interaction about the District on the personal social media platform may create a limited public forum on the Trustee's personal social media platform and inhibit the Trustee's ability to moderate comments on the personal account.
- Individual Board members may communicate with staff members on any topic without posting or concern for the Texas Open Meetings Act. However, if four or more Board members wish to communicate with a staff member at the same time and engage in discussion on the topic at hand, the discussion should be reserved for an agenda item posted in accordance with the Texas Open Meetings Act.
- Media requests: The District works with the local media to provide information to the community regarding the goals, achievements, and needs of the District. All written

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requests for information should be forwarded to the General Counsel in the Legal Services Office, who serves as the District's Public Information Officer and Superintendent's designee for public information act requests.

- If a Board member receives a telephone call from the media, the call should be directed to the Board's spokesperson, the Board president, if it involves particular Board action, or the Superintendent's Office if it relates to district operations, personnel, students, or other issues separate from specific Board action.

BOARD TRAVEL GUIDELINES

The Board shall adhere to the meal reimbursement procedures and rates outlined in BBG (Legal), (Local) and (Regulation). Additionally, the following expense-reimbursement guidelines are agreed upon by the Board members:

- All Board members may attend one annual state convention (i.e., TASA/TASB Convention), and the Board's TASB representative(s) may attend appropriate TASB meetings in accordance with CFISD's representation on the TASB board of directors.
- Pending any necessary budget considerations, all Board members may attend one national convention (i.e., NSBA Convention).
- The Board's representative(s) may attend the Texas School Alliance meetings for Board members.
- The Board's representative(s) may attend the Gulf Coast School Board Association meetings (Region 4).
- All Board members may attend the Region IV Education Service Center Board training sessions and/or meetings.
- The Board's representative(s) may attend the legislative sessions and/or meetings of the State Board of Education as appropriate.
- The members of the Board finance committee may attend any bond rating presentations, with a maximum of three Board members at any one presentation.
- Board members may attend one additional Board training seminar or educational seminar of their choice within the continental United States in addition to the state and national conventions, and Region IV trainings. Board members who apply and are accepted into Leadership TASB may also attend this training. Additional training or educational seminars may be requested by individual Board members and approved by a majority of the Board through Board action. The Board president may attend additional training specific to this role.

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- Board members may attend regional or state UIL activities representing the District, with a maximum of one overnight lodging expense per event.
- Board members may attend local breakfast, lunch, or dinner meetings that are education-related or related to Board and/or District business.
- Hotel stays, when more conducive to participation, are allowable in Houston or the greater-Houston area.
- Exceptions to the above must be approved by a majority of the Board members.

ORGANIZATIONAL EVALUATION/TRAINING

- During the Team of Eight training, the Board shall establish a plan for Board training for the following year, which should include a self-evaluation instrument at least every two years.
- As determined by the Board President, quarterly meetings may be scheduled as needed to discuss goal setting, team building and how the Board is operating. we are doing business, as determined by the Board.
- The Board President will identify a process for educating new Board members annually during the Team of Eight training. New Board members will be provided with a list of requirements for their review and implementation and the Board President shall assign new Board members a mentor.
- The Board President shall ensure the Board's processes and these Board Operating Procedures are reviewed at least annually and updated and approved as needed.
- The Board President and one other Board officer will meet with new Board members individually in order to educate the new member on the Board's Operating Procedures. This should ideally occur prior to the first regularly-scheduled Board meeting following the new member's election or appointment.

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BOARD OPERATING PROCEDURES***

ACKNOWLEDGMENT

The Cypress-Fairbanks ISD Board of Trustees has adopted these operating procedures in the spirit of collaboration and teamwork that guide our work on behalf of all the students of the District. These procedures are adopted to supplement the local policies of the District and are consistent with our Code of Ethics (Board Policy BBF (Local)) and with all other laws and policies governing the operation of the Board and the District. The procedures are adopted by a formal vote of the Board and they may be amended in the same fashion.

I hereby acknowledge that it is my responsibility to review the Cypress-Fairbanks Independent School District Board Operating Procedures, and my signature indicates that I agree to do so and to abide by the standards, policies and procedures contained therein.

Name

Date