

**Notice of Board Work Session  
by Videoconference or Telephone Call  
Board of Trustees  
Monday, January 12, 2026**

A Board Work Session of the Board of Trustees will be held on Monday, January 12, 2026, beginning at 6:00 PM, Boardroom of the Mark Henry, Ed.D. Administration Building, 11440 Matzke Road, Cypress, Texas 77429.

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

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

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

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

## **MEETING OPENING**

### **1. Call to Order**

### **2. Invocation and Pledge of Allegiance**

### **3. District's Vision and Mission Statement**

### **4. Recognitions and Awards Announcements**

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

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

## **MEETING AGENDA**

### **5. Public Comments**

#### **A. Agenda**

#### **Comments**

Per BED (Local), patrons may address the Board during any Board Meeting under Agenda Comments regarding items listed on the agenda for that meeting. Individuals must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under each agenda item listed for that meeting on the

district website. This electronic speaker form must be completed in its entirety. Agenda Comments will generally be heard before each agenda item to be discussed or considered by the Board unless rearranged by the Board President. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

#### **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 THURSDAY, JANUARY 15, 2026.**

#### **6. Reports**

- A. The administration will provide an update on the performance of students with disabilities.
- B. The administration will provide an update on the progress of the Long-Range Planning Committee.

#### **7. Consent Items**

- A. The Board will consider approving the minutes of the December 11, 2025, Board Work Session.
- B. The Board will consider approving the minutes of the December 15, 2025, Regular Board Meeting.
- C. The Board will consider for acquisition all library materials that have been donated to or that are to be procured by a school library in the district.
- D. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Stephen F. Austin University.
- E. The Board will consider authorizing the superintendent to execute an Affiliation Agreement between University of Houston College of Liberal Arts & Social Sciences and Cypress-Fairbanks ISD.
- F. The Board will consider approving on second reading the additions, revisions, or deletions to district policies:
  - 1. BDAA (Local) Officers and Officials: Duties and Requirements of Officers (Revise)
  - 2. CY (Local) Intellectual Property (Revise)
  - 3. EEH (Local) Instructional Arrangements: Homebound Instruction (Revise)
  - 4. EFA (Local) Instructional Resources: Instructional Materials (Revise)
  - 5. EHB (Local) Curriculum Design: Special Programs (Revise)
  - 6. EHBB (Local) Special Programs: Gifted and Talented Students (Revise)
  - 7. EI (Local) Academic Achievement (Revise)
  - 8. FFB (Local) Student Welfare: Crisis Intervention (Revise)
  - 9. FO (Local) Student Discipline (Revise)
- G. The Board will consider granting a temporary construction easement to Harris County MUD 130.
- H. The Board will consider granting a water easement to Harris County MUD 130.

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

1. Automotive Fuels

2. Career and Technology Equipment Repair Service

**8. Non-Consent Items**

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

1. FDE (Local) – Admissions: School Safety Transfers (Revise)

2. FEC (Local) – Attendance: Attendance for Credit (Revise)

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

C. The Board will consider approving the superintendent’s recommendation to give notice to Dijinae Harris 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. Harris 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.]

D. The Board will consider making a determination that good cause did not exist as required by law for Lawanda Eckert, Ashley Sheffield, Erika Roscoe, Brittany Weinstein, Araceli Nelson, Bahaa Sari Eddine, Janeth Rios Trevino, Jeremy Bledsoe, and Eric Hernandez to resign their respective employment contracts. [This item may be discussed in closed session.]

E. The Board will consider and take action on the Independent Hearing Examiner’s recommendation in TEA Docket No. 008-LH-09-2025 regarding the proposed discharge of Kenah Lofton on Monday, January 12, 2026. [This item will be discussed in closed session pursuant to Section 551.074.]

**9. 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.**

**10. Closed**

**Session**

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

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

B. Section 551.071	C. For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. For the purpose of consultation with the district's attorney concerning matters on which the attorney's duty to the district under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings laws.
D. Section 551.072	E. For the purpose of discussing the purchase, exchange, lease or value of real property.

F. Section 551.073	G. For the purpose of considering a negotiated contract for a prospective gift or donation.
H. Section 551.074	I. For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
J. Section 551.076	K. To consider the deployment, or specific occasions for implementation, of security personnel or devices.
L. Section 551.0821	M. For the purpose of deliberating a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed.
N. Section 551.082	O. For the purpose of considering discipline of a public-school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
P. Section 551.083	Q. For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by section 13.901 of the Texas Education Code.
R. Section 551.084	S. For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
<b>11. Adjournment</b>	

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

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For the Board of Trustees

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

**DECEMBER 11, 2025  
BOARD WORK SESSION MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in a Board Work Session on Thursday, December 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.

**MEETING OPENING**

**1. Call to Order**

Board Secretary Justin Ray called the meeting to order at 6:00 p.m.

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

Mr. Ray announced that the following items would be presented at the Regular Board Meeting on Monday, December 15, 2025: **2. Invocation and Pledge of Allegiance; 3. Vision and Mission Statement; 6. Recognitions and Awards Announcements; and 7. Board Comments.**

Mr. Ray announced that the Board would begin the meeting by administering the **Oath of Office**.

**4. Oath of Office**

**4.A.** The Oath of Office will be administered to the newly elected Trustees for Positions 5, 6, and 7 at the Board Work Session on Thursday, December 11, 2025. Holly Reichert, Board Recording Secretary, swore in the three newly elected Board members.

Board Recording Secretary, Holly Reichert, administered the Oath of Office to Lesley Guilmart, Dr. Cleveland O. Lane, Jr., and Kendra Camarena.

The new Trustees introduced their families.

Before moving on, Dr. Killian shared his comments and insight on a unified Board of Trustees.

**MEETING AGENDA**

Before moving on to the **Reorganization of the Board**, public comments were heard.

**8. Public Comments**

**8.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. Bishop John Ogletree congratulated the new Board members and encouraged the community to support the new Board.
2. Nikki Cowart congratulated the new Board members and shared comments on building a stronger CFISD in 2026 and beyond.

Mr. Ray continued with **Item 5.A., Reorganization of the Board**, and announced that the Bridgeland High School choir would perform immediately following the reorganization.

**5. Reorganization of the Board**

**5.A.** In accordance with Board Policy BDAA (Local), the Board will reorganize by electing a President, Vice President and Secretary at the Board Work Session on Thursday, December 11, 2025. [This item may be discussed in closed session.] Mr. Ray stated that once each office is announced and the floor has been opened for nominations, any Board member may place a name in nomination without being recognized. No second is required. After determining that no further names are to be placed in nomination, the chair will declare the nominations closed.

Each nominee will be voted upon in the order that name was placed in nomination. All in favor will be asked to signify by raising their right hand. If a majority of those present and voting is achieved, no further votes for the office will be taken. If no majority is achieved, the next name placed in nomination shall be voted upon, and so on until the office is filled.

Before beginning, Mr. Ray asked if there were any questions regarding the procedure. Upon hearing no questions, Mr. Ray announced that the floor was open for nominees for the Office of President of the Board of Trustees.

Board Secretary Justin Ray nominated Julie Hinaman for the Office of President of the CFISD Board of Trustees.

Hearing no further nominations for President, Mr. Ray asked that “all in favor” of Julie Hinaman for Board President please signify by raising their right hand.

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

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

**Julie Hinaman was elected Board President.**

Mr. Ray asked Ms. Hinaman to continue with the election of Vice President.

President Julie Hinaman announced that the floor was open for nominees for the Office of Vice President of the Board of Trustees.

Board member Lesley Guilmart nominated Dr. Cleveland O. Lane, Jr. for the Office of Vice President of the CFISD Board of Trustees.

Hearing no further nominations for Vice President, Ms. Hinaman asked that “all in favor” of Dr. Cleveland O. Lane, Jr. for Board Vice President please signify by raising their right hand.

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

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

**Dr. Cleveland O. Lane, Jr. was elected Board Vice President.**

President Julie Hinaman announced that the floor was open for nominees for the Office of Secretary of the Board of Trustees.

Board Vice President Dr. Cleveland O. Lane, Jr. nominated Lesley Guilmart for the Office of Secretary of the CFISD Board of Trustees.

Hearing no further nominations for Secretary, Ms. Hinaman asked that “all in favor” of Lesley Guilmart for

Board Secretary please signify by raising their right hand.

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

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

**Lesley Guilmart was elected Board Secretary.**

Ms. Hinaman announced that the Bridgeland High School choir would perform under the direction of Chris Fiorini.

Board President Hinaman called for a recess at 6:30 p.m.

Board President Hinaman called the meeting back to order at 6:49 p.m. and announced that **Item 9.A.** under **Reports** would be presented at the Regular Board Meeting on Monday evening.

Before moving to the Consent Agenda Items, **Item 11.B.** was moved up as a courtesy to guest Greg Peterson with Weaver & Tidwell, LLP, who would be providing a presentation on the **Single Audit Report.**

**11.B.** The Board will consider approving the district's 2025 Single Audit Report and accept the auditors' report on the district's single audit for the fiscal year ended June 30, 2025.

Greg Peterson with Weaver & Tidwell, LLP shared the results of the 2025 Single Audit Report.

The Board reviewed the following **Consent Agenda Items.** (During the review of the following action items any Board member had the option to remove one or more of those items, at which time, those items would be addressed and voted on individually.)

**10. Consent Agenda**

**10.A.** The Board will consider approving the minutes of the November 10, 2025, Regular Board Meeting.

**10.B.** The Board will consider approving the minutes of the November 17, 2025, Special-Called Board Meeting.

**10.C.** The Board will consider approving the District's 2025 tax roll.

**10.D.** The Board will consider approving on second reading the additions, revisions, or deletions to district policies:

10.D.1. EIE (Local) - Academic Achievement: Retention and Promotion (Revise)

10.D.2. FDA (Local) - Admissions: Interdistrict Transfers (Revise)

**10.E.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Texas State University.

**10.F.** The Board will consider authorizing the superintendent to execute an Affiliation Agreement between CFISD and West Texas A&M University, College of Nursing and Health Science and Department of Speech and Hearing Sciences.

**10.G.** The Board will consider approving the additional facilities and students for Off-Campus Physical Education, Category I, for the 2025-2026 school year.

**10.H.** The Board will consider approving the district and campus improvement plans for the 2025-2026 school year.

**10.I.** 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:

10.I.1. 2025 Artificial Turf Replacement at Cy-Creek HS, Cy-Ridge HS and Pidgeon Stadium

- 10.J. The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.
  - 10.J.1. Automotive Fuels
  - 10.J.2. Automotive Lubricants
  - 10.J.3. CFISD Cybersecurity Quote
  - 10.J.4. CFISD Data Dashboard Quote
  - 10.J.5. Disposable Products for Nutrition Services
  - 10.J.6. Fleet and Material Handling Equipment Maintenance for Nutrition Services
  - 10.J.7. Library Books, Textbooks, and Instructional Materials
  - 10.J.8. Musical Instrument Repair
  - 10.J.9. Purchase: Rapid Identity Plan Amendment

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

- 10.K.1. Student Information Management System for Special Education

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

- 10.L.1. Student Engagement Services

The Board reviewed the following **Non-Consent Agenda Items**.

**11. Non-Consent Agenda**

- 11.A. The Board will consider approving the use of existing electronic signatures on all checks until the new signature templates for the Board of Trustees Officers are received.
- 11.B. The Board will consider approving the district's 2025 Single Audit Report and accept the auditors' report on the district's single audit for the fiscal year ended June 30, 2025.
- 11.C. The Board will consider approving on first reading the additions, revisions, or deletions to district policies:
  - 11.C.1. BDAA (Local) Officers and Officials: Duties and Requirements of Officers (Revise)
  - 11.C.2. CY (Local) Intellectual Property (Revise)
  - 11.C.3. EEH (Local) Instructional Arrangements: Homebound Instruction (Revise)
  - 11.C.4. EFA (Local) Instructional Resources: Instructional Materials (Revise)
  - 11.C.5. EHB (Local) Curriculum Design: Special Programs (Revise)
  - 11.C.6. EHBB (Local) Special Programs: Gifted and Talented Students (Revise)
  - 11.C.7. EI (Local) Academic Achievement (Revise)
  - 11.C.8. FFB (Local) Student Welfare: Crisis Intervention (Revise)
  - 11.C.9. FO (Local) Student Discipline (Revise)
- 11.D. The Board will consider for acquisition all library materials that have been donated to or that are to be procured by a school library in the district.
- 11.E. The Board will consider and take action on a resolution casting its ballot for its choice of a nominee to serve on the Board of Directors of the Harris Central Appraisal District (HCAD) at the Board Work Session on Thursday, December 11, 2025.

Ms. Hinaman called for a motion.

Trustee Chritine Kalmbach moved to approve a resolution casting its ballot for nominees Martina Lemond Dixon and Melissa Noriega to serve as Board of Directors of the Harris Central Appraisal District.

As a "point of clarification" on the motion, Trustee Justin Ray asked if Trustee Kalmbach was advocating that they receive an even number of votes or would be splitting them out of the 120 votes allowed.

Trustee Kalmbach preferred they be split with Dixon receiving 55 votes and Noriega receiving 65 votes.

Trustee Justin Ray seconded.

**Camarena – Aye**

**Guilmart – Aye**

**Hinaman – Aye**

**Kalmbach – Aye**

**Lane – Aye**

**LeCompte – Aye**

**Ray – Aye**

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

- 11.F.** The Board will consider approving the sale of approximately 0.445 acres to the Chimney Hill Municipal Utility District. [This will be discussed in closed session.]
- 11.G.** The Board will consider making a determination that good cause did not exist as required by law to Tonee McDonald, Jake Shanley, Eric Beane, Maria Trevino, Trenise Sexton, Orlando Trevino, Carli Marusa, Garrett McCleod, Monica Vickers, Nashelli Quintana, Megan Benoit, and Lesly Velazquez to resign their respective employment contracts. [This item will be discussed in closed session.]
- 11.H.** ~~The Board will consider approving the superintendent’s recommendation to give notice to Carol Lee Hale pursuant to 21.104 of the Texas Educator Code that her employment with the District under a probationary contract is terminated. [This item may be discussed in closed session.]~~ ***This item was removed from the agenda.***
- 11.I.** The Board will consider approving the superintendent’s recommendation to give notice to Naija Young pursuant to 21.104 of the Texas Educator Code that her employment with the District under a probationary contract is terminated. [This item will be discussed in closed session.]
- 11.J.** The district will consider a Level IV appeal (Jennings) of a Level III decision. (This item will be discussed in closed session.)

Ms. Hinaman announced that the **Discussion** portion of the agenda would be presented in closed session.

**12. Discussion**

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

**13. Closed Session**

Board President Hinaman asked for a motion to move into closed session.

Trustee Justin Ray made a motion to move into closed session.

Trustee Kendra Camarena seconded.

**Camarena – Aye**

**Guilmart – Aye**

**Hinaman – Aye**

**Kalmbach – Aye**

**Lane – Aye**

**LeCompte – Aye**

**Ray – Aye**

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

Ms. Hinaman adjourned the meeting to closed session at 7:21 p.m. (Closed session began at 7:27 p.m.)

**14. Adjournment**

Board President Hinaman adjourned the Board Work Session in closed session at 9:06 p.m.

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Julie Hinaman  
President, Board of Trustees

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Lesley Guilmart  
Secretary, Board of Trustees

Approved: January 15, 2026

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

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, December 15, 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 Julie Hinaman called the meeting to order at 6:00 p.m.

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

**2. Invocation and Pledge of Allegiance**

Dr. Kevin Pigg, Senior Pastor, Crossbridge Christian Church, delivered the invocation.

The following Cypress Falls High School AFJROTC cadets presented the colors: The U.S. Flag was carried by Cadet 1<sup>st</sup> Lieutenant Lyndsey Santiago; the U.S. Guard was Cadet Master Sergeant Isabella Pang; the Texas Flag was carried by Cadet 2<sup>nd</sup> Lieutenant Audrey Nunez; and the Texas Guard was Cadet Airman Basic Aleyna Vega. These cadets presented the colors under the direction of Chief Murrell, Chief Master Sergeant., USAF (Retired).

**3. District's Vision and Mission Statement**

Ms. Hinaman read the District's Vision and Mission Statement.

The Oath of Office (4.A.) and Reorganization of the Board (5.A.) were completed at the Board Work Session on Thursday, December 11, 2025.

**6. Recognitions and Awards Announcements**

**6.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.

Before moving on, Dr. Killian paid tribute to retiring Chief of Staff Teresa Hull for the tremendous difference she has made in the lives of many with her grace, compassion and leadership. "Thank you so much, Teresa Hull, for your dedication to this school district and all the things that you've done."

Irene Ruiz, Chief Officer for School Leadership, introduced Dr. Plas Williams as the new Principal for Cypress Springs High School.

Teresa Hull, Chief of Staff, introduced Joel Weckerly as the new Assistant Superintendent of Communication & Community Relations.

**6.B.** The Board recognized CFISD business partner Frans Van Dyk, Pastor of Local Missions, The MET Church, for his outstanding contributions to the district.

**6.C.** The Board recognized State Cross Country winners and State Volleyball semifinalists.

Board President Hinaman called for a recess at 6:48p.m.

Ms. Hinaman called the meeting back to order at 6:56 p.m. and proceeded with **Public Comments**. (Board Comments will be heard at the end of the meeting.)

**MEETING AGENDA**

Ms. Hinaman turned the floor over to Board Secretary Lesley Guilmart to proceed with **Public Comments**.

## **8. Public Comments**

### **8.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.

#### **Speaker:**

1. Thomas Jackson asked the Board to reflect on whether they will consider returning to the previous CFISD model for conducting board operations or create a new and different pathway.

### **8.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. Noah C. addressed the Board regarding district traffic control measures.
2. Thomas Jackson requested that the Board recognize the Declaration of Independence throughout 2026 by reading the Declaration at campuses by students, staff, and community members and planting a Liberty commemorating the birth of our country.
3. Destini T. addressed the Board regarding reassignment of educators' roles within the district.
4. Jennifer Lorenz welcomed the new trustees and shared comments on the future of education within the district.

The Board continued with the **Reports** portion of the agenda.

## **9. Reports**

- 9.A.** The administration provided an update on the Long-Range Planning Committee.

Anya Lucas shared a PowerPoint presentation.

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.)

- 10.A.** The Board will consider approving the minutes of the November 10, 2025, Regular Board Meeting.

- 10.B.** The Board will consider approving the minutes of the November 17, 2025, Special-Called Board Meeting.

- 10.C.** The Board will consider approving the District's 2025 tax roll.

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

10.D.1. EIE (Local) - Academic Achievement: Retention and Promotion (Revise)

10.D.2. FDA (Local) - Admissions: Interdistrict Transfers (Revise)

- 10.E.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Texas State University.

- 10.F.** The Board will consider authorizing the superintendent to execute an Affiliation Agreement between CFISD and West Texas A&M University, College of Nursing and Health Science and Department of Speech and Hearing Sciences.

**10.G.** The Board will consider approving the additional facilities and students for Off-Campus Physical Education, Category I, for the 2025-2026 school year.

**10.H.** The Board will consider approving the district and campus improvement plans for the 2025-2026 school year.

**10.I.** 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:

10.I.1. 2025 Artificial Turf Replacement at Cy-Creek HS, Cy-Ridge HS and Pidgeon Stadium

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

10.J.1. Automotive Fuels

10.J.2. Automotive Lubricants

10.J.3. CFISD Cybersecurity Quote

10.J.4. CFISD Data Dashboard Quote

10.J.5. Disposable Products for Nutrition Services

10.J.6. Fleet and Material Handling Equipment Maintenance for Nutrition Services

10.J.7. Library Books, Textbooks, and Instructional Materials

10.J.8. Musical Instrument Repair

10.J.9. Purchase: Rapid Identity Plan Amendment

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

10.K.1. Student Information Management System for Special Education

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

10.L.1. Student Engagement Services

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

Trustee Kendra Camarena moved to approve the consent items.

Trustee Justin Ray seconded.

**Camarena – Aye**

**Guilmart – Aye**

**Hinaman – Aye**

**Kalmbach – Aye**

**Lane – Aye**

**LeCompte – Aye**

**Ray – Aye**

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

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

**11.A.** The Board will consider approving the use of existing electronic signatures on all checks until the new signature templates for the Board of Trustees Officers are received.

Ms. Hinaman called for a motion.

Trustee Kendra Camarena moved to approve the use of existing electronic signatures on all checks until the new signature templates for the Board of Trustees Officers are received.

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

**Camarena – Aye**

**Guilmart – Aye**

**Hinaman – Aye**  
**Kalmbach – Aye**  
**Lane – Aye**  
**LeCompte – Aye**  
**Ray – Aye**

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

**11.B.** The Board will consider approving the district’s 2025 Single Audit Report and accept the auditors’ report on the district’s single audit for the fiscal year ended June 30, 2025.

Ms. Hinaman called for a motion.

Trustee Justin Ray moved that the Board approve the district’s 2025 Single Audit Report and accept the auditors’ report on the district’s single audit for the fiscal year ended June 30, 2025.

Trustee Kendra Camarena seconded.

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

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

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

- 11.C.1. BDAA (Local) Officers and Officials: Duties and Requirements of Officers (Revise)
- 11.C.2. CY (Local) Intellectual Property (Revise)
- 11.C.3. EEH (Local) Instructional Arrangements: Homebound Instruction (Revise)
- 11.C.4. EFA (Local) Instructional Resources: Instructional Materials (Revise)
- 11.C.5. EHB (Local) Curriculum Design: Special Programs (Revise)
- 11.C.6. EHBB (Local) Special Programs: Gifted and Talented Students (Revise)
- 11.C.7. EI (Local) Academic Achievement (Revise)
- 11.C.8. FFB (Local) Student Welfare: Crisis Intervention (Revise)
- 11.C.9. FO (Local) Student Discipline (Revise)

Ms. Hinaman called for a motion.

Trustee Todd LeCompte moved that the Board approve on first reading the additions, revisions, or deletions to district policies: BDAA (Local) Officers and Officials: Duties and Requirements of Officers (Revise); EEH (Local) Instructional Arrangements: Homebound Instruction (Revise); EFA (Local) Instructional Resources: Instructional Materials (Revise); EHB (Local) Curriculum Design: Special Programs (Revise); EHBB (Local) Special Programs: Gifted and Talented Students (Revise); EI (Local) Academic Achievement (Revise); and FO (Local) Student Discipline (Revise)

Trustee Kendra Camarena seconded.

Trustee Lesley Guilmart advised Mr. LeCompte that he left out two policies in his motion: CY (Local) and FFB (Local).

Trustee LeCompte amended his motion to include CY (Local) Intellectual Property (Revise) and FFB (Local) Student Welfare: Crisis Intervention (Revise)

Trustee Christine Kalmbach seconded.

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

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

**11.D.** The Board will consider for acquisition all library materials that have been donated to or that are to be procured by a school library in the district.

Ms. Hinaman called for a motion.

Trustee Kendra Camarena moved that the Board approve the library books posted on the November 12<sup>th</sup> acquisition list.

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

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

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

**11.E.** The Board will consider and take action on a resolution casting its ballot for its choice of a nominee to serve on the Board of Directors of the Harris Central Appraisal District (HCAD) at the Board Work Session on Thursday, December 11, 2025.

Action was taken on this item at the Board Work Session on Thursday, December 11, 2025.

**11.F.** The Board will consider approving the sale of approximately 0.445 acres to the Chimney Hill Municipal Utility District. [This item was discussed in closed session.]

Ms. Hinaman called for a motion.

Trustee Christine Kalmbach moved that the Board approve the sale of approximately 0.445 acres to the Chimney Hill Municipal Utility District and authorize the superintendent or designee to negotiate the final terms and conditions and execute the agreement and any related documents necessary to complete the transaction.

Trustee Kendra Camarena seconded.

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

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

**11.G.** The Board will consider making a determination that good cause did not exist as required by law to Tonee McDonald, Jake Shanley, Eric Beane, Maria Trevino, Trenise Sexton, Orlando Trevino, Carli Marusa, Garrett McCleod, Monica Vickers, Nashelli Quintana, Megan Benoit, and Lesly Velazquez to resign their respective employment contracts. [This item was discussed in closed session.]

Ms. Hinaman called for a motion.

Trustee Christine Kalmbach moved that the Board of Trustees render a finding under Texas Administrative Code chapter 249.17(d) that good cause did not exist as required by Texas Education Code sections 21.105(c), 21.160(c), or 21.210(c) for Tonee McDonald, Jake Shanley, Eric Beane, Maria Trevino, Trenise Sexton, Orlando Trevino, Carli Marusa, Garrett McCleod, Monica Vickers, and Nashelli Quintana to resign their respective employment contracts and notify these employees in accordance with the law that the District is submitting a complaint to the State Board of Educator Certification for contract abandonment.

Trustee Kendra Camarena seconded.

**Camarena – Aye  
Guilmart – Aye  
Hinaman – Aye  
Kalmbach – Aye**

Lane – Aye  
LeCompte – Aye  
Ray – Aye

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

11.H. ~~The Board will consider approving the superintendent’s recommendation to give notice to Carol Lee Hale pursuant to 21.104 of the Texas Educator Code that her employment with the District under a probationary contract is terminated. [This item may be discussed in closed session.]~~ *This item was removed from the agenda.*

11.I. The Board will consider approving the superintendent’s recommendation to give notice to Naija Young pursuant to 21.104 of the Texas Educator Code that her employment with the District under a probationary contract is terminated. [This item was discussed in closed session.]

Ms. Hinaman called for a motion.

Trustee Dr. Cleveland O. Lane, Jr. moved that the Board of Trustees give notice to Naija Young that her employment under a probationary contract is terminated.  
Trustee Todd LeCompte seconded.

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

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

11.J. The district will consider a Level IV appeal (Jennings) of a Level III decision. (This item was discussed in closed session.)

Ms. Hinaman called for a motion.

Trustee Justin Ray moved that the Board uphold the decision made at the Level III hearing.  
Trustee Dr. Cleveland O. Lane, Jr. seconded.

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

6 votes in favor | 1 vote opposed | 0 abstentions. Motion carries.

The Discussion portion of the agenda was presented at the Thursday Board Work Session.

The Board proceeded with **Board Comments**.

## 7. **Board Comments**

7.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.

**Todd LeCompte** shared comments on his recent visits to Cy-Ridge HS, Holmsley ES, Aragon MS, Frazier ES, and Gleason ES. Mr. LeCompte gave a special shout-out to the Texans Football Club, specifically Cal and Hannah McNair, for donating two artificial turf football fields to Cy-Ridge and Cy-Creek HS. Mr. LeCompte thanked Teresa Hull and Leslie Francis for their service to the district.

**Kendra Camarena** thanked the CFISD admin and former Board members for their support, guidance, and kindness during her early journey as a new Board member. Ms. Camarena shared comments on her recent visits to Sheridan ES and Precinct 4's press conference on Sidewalks 4 Precinct 4.

**Lesley Guilmart** shared quotes from the book, *On Freedom* by Timothy Snyder. She expressed her gratitude for the warm welcome as a Trustee from the district and for the mentorship from current and former trustees. Ms. Guilmart asked patrons to follow her on social media for details on her campus visits and district events attendance.

**Justin Ray** shared heartfelt comments on retiring administrators, Leslie Francis and Teresa Hull, and thanked them for their service to the district.

**Christine Kalmbach** shared her recent visits to the Jarvis Transportation Center Thanksgiving celebration, the Lieder ES Leopards Veteran's Day program, Fiest ES and Cy-Falls HS, the Community Connect meeting, and the Spark Park dedication at Millsap ES. Ms. Kalmbach thanked Teresa Hull and Leslie Francis for their service to the district.

**Dr. Cleveland O. Lane, Jr.** thanked Teresa Hull and Leslie Francis for their service to the district. Dr. Cleveland shared comments on his recent visits to winter concerts around the district. Dr. Cleveland encouraged the community to take ownership of the Cy-Fair community and become global volunteers and mentors.

**Julie Hinaman** shared comments on "what a year it has been" and reflected on 2025 and the many things to celebrate in Cy-Fair ISD. She reflected on the incredible achievements of students in academics, fine arts, athletics, and CTE programs. Ms. Hinaman stated she is looking forward to 2026 and is confident of the continued success and to facing new challenges in the district.

**13. Closed Session**

No closed session was held.

**14. Adjournment**

Board President Hinaman called for a motion to adjourn.

Trustee Christine Kalmbach made a motion.

Trustee Kendra Camarena seconded.

**Camarena – Aye**

**Guilmart – Aye**

**Hinaman – Aye**

**Kalmbach – Aye**

**Lane – Aye**

**LeCompte – Aye**

**Ray – Aye**

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

The meeting was adjourned at 8:03 p.m.

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Julie Hinaman  
President, Board of Trustees

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Lesley Guilmart  
Secretary, Board of Trustees

Approved: January 15, 2026

**POSTED ON DISTRICT WEBSITE: DECEMBER 15, 2025****30 DAY POSTING EXPIRES: JANUARY 14, 2026**

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

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

<b>Level</b>	<b>Title</b>	<b>Author / Publisher</b>
ELEMENTARY	A cup of quiet	Grimes, Nikki
ELEMENTARY	Baseball Blues	Maddox, Jake
ELEMENTARY	Big Nate Code Red!	Peirce, Lincoln
ELEMENTARY	Big Nate. No harm done!	Peirce, Lincoln
ELEMENTARY	Cassi and the house of memories	Stuart, Dean
ELEMENTARY	Center of the universe	Hanlon, Abby
ELEMENTARY	Chip gets swimmer shivers	Frost, Maddie
ELEMENTARY	Chip plays grown-up	Frost, Maddie
ELEMENTARY	Dirt! : wild life under the soil's surface	Leigh, Lindsey
ELEMENTARY	Dot! scribble! go!	Tullet, Herve
ELEMENTARY	Groot : this is Groot	Anderson, Kim
ELEMENTARY	Grumpy monkey school stinks!	Lang, Suzanne
ELEMENTARY	Here come the bears!	Berenstain, Mike
ELEMENTARY	Hiding in plain sight : Kate Warne and the race to save Abraham Lincoln	Anderson, Beth
ELEMENTARY	How to pee your pants* : * the right way	Wilson, Rachel Michelle
ELEMENTARY	How to save an otter	Messner, Kate
ELEMENTARY	How to save an owl	Messner, Kate
ELEMENTARY	Hurricane	Chin, Jason
ELEMENTARY	It's corn picking time!	Esbaum, Jill
ELEMENTARY	Legend of Memo Castillo	Alexander, William
ELEMENTARY	Maya the ember dragon	Mara, Maddy
ELEMENTARY	Mercer Mayer's Little Critter. Night night! Sleep tight!	Mayer, Mercer
ELEMENTARY	More or less	Hughes, Alison
ELEMENTARY	Mr. Willowby's head over heels Christmas	Barry, Robert E.
ELEMENTARY	My Little Pony. A Magical Valentine's Day	HarperPop
ELEMENTARY	My Little Pony. Where rainbows are made	West, Alexandra
ELEMENTARY	No more chairs	Gill, Dan
ELEMENTARY	Olive Little gets crafty	Urban, Linda
ELEMENTARY	Parrotfish has a superpower	Esbaum, Jill
ELEMENTARY	Polecat has a superpower	Esbaum, Jill
ELEMENTARY	Poppy Song bakes a way	Glaser, Karina Yan
ELEMENTARY	Power up, PJ Masks!	Finnegan, Delphine
ELEMENTARY	Rohan Murthy has a plan	LaRocca, Rajani
ELEMENTARY	Super Ty!	Lyons, Kelly Starling
MIDDLE	A study in secrets	Florence, Debbi Michiko
MIDDLE	Almost sunset	Algarmi, Wahab
MIDDLE	An Outbreak of Witchcraft: a Graphic Novel of the Salem Witch Trials	Noyes, Deborah
MIDDLE	Beetle & the Chimera Carnival	Layne, Aliza

MIDDLE	Charles M. Schultz : the creator of Snoopy & Peanuts	Kuki, Yuzuru
MIDDLE	Chronically Dolores	Van Wagenen, Maya
MIDDLE	Dating and dragons	Boyce, Kristy
MIDDLE	Dracula's brunch club	Gonsar, Brian
MIDDLE	Drive	Copeland, Cynthia L
MIDDLE	Elvis, Me, and the Postcard Winter	Gentile, Leslie
MIDDLE	Extra large	Page, Tyler
MIDDLE	Ghost boys, the graphic novel	Fiadzigbey, Setor
MIDDLE	Hikaru in the light! 1	Matsuda, Mai
MIDDLE	How to talk to your succulent	Persico, Zoe
MIDDLE	I Will Follow	Corrigan, Eireann
MIDDLE	I witnessed. The Lizzie Borden story	Kraatz, Jeramey
MIDDLE	Just One Gift	Park, Linda Sue
MIDDLE	King of the neuro verse	Goodwin, Idris
MIDDLE	Last best hope	Roux, Madeleine
MIDDLE	Salem Witch Trials	Messner, Kate
MIDDLE	Shadowed	Deuker, Carl
MIDDLE	Sheeta's little big world. 1	Kamba, Yuki
MIDDLE	Spark	Baron, Chris
MIDDLE	The experiment	Stead, Rebecca
MIDDLE	The extraordinary orbit of Alex Ramirez	Paulino, Jasminne
MIDDLE	The freedom seeker	Gupta, Ruchira
MIDDLE	The girl who kept the castle	Graudin, Ryan
MIDDLE	The other side of tomorrow	Cho, Tina
MIDDLE	The singular life of Aria Patel	Ahmed, Samira
MIDDLE	The strongest heart	Faruqi, Saadia
MIDDLE	The trouble with heroes	Messner, Kate
MIDDLE	Vanya and the wild hunt	Mandanna, Sangu
MIDDLE	Warp zone : the future of gaming	Duling, Kaitlyn
MIDDLE	We are not alone	Bury, Katryn
MIDDLE	Westfallen	Brashares, Ann
MIDDLE	Where only storms grow	Colman, Alyssa
HIGH	AP calculus premium 2026	Donovan, Dennis
HIGH	AP computer science principles	Sway, Julie Schacht
HIGH	AP environmental science premium, 2026	Thorpe, Gary S
HIGH	AP world history: modern premium 2026	McCannon, John
HIGH	Bake it easy : one-pan recipes that prove baking is a piece of cake	Oxford, Tom
HIGH	Baking yesteryear : the best recipes from the 1900s to the 1980s	Hollis, B. Dylan
HIGH	Digital SAT premium prep	The Princeton Review
HIGH	Dream School: Finding the College That's Right for You	Selingo, Jeffrey
HIGH	Final cut	Worley, Olivia
HIGH	HBCU made : a celebration of the black college experience	Algonquin Books of Chapel Hill
HIGH	Kwanzaa and other African American holidays	Boney, J
HIGH	Sonnets and serpents	Lowham, Elizabeth
HIGH	Ted Bundy: The Campus Killer	Morris, Rebecca
HIGH	Tell me every lie	Hagan, Ellen
HIGH	The rival	Lord, Emma

## AFFILIATION AGREEMENT

THIS AGREEMENT, is entered into by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an institution of higher education of the State of Texas, hereinafter referred to as University, and *Cypress-Fairbanks ISD* hereinafter referred to as Cooperating Agency.

WHEREAS, University, in need of field instruction facilities for the teaching students enrolled in its program in *Field Experience, Internship, Practicum, Clinical Teaching, and Residency*, has expressed its interest in using the facilities of the Cooperating Agency.

WHEREAS, Cooperating Agency has field instruction resources appropriate for use in teaching *Field Experience, Internship, Practicum,, Clinical Teaching, and Residency* to students in the program of the University.

NOW THEREFORE, for and in consideration of the individual and mutual promises of the parties hereinafter set forth, it is agreed as follows:

### SECTION I

University agrees to:

1. Be responsible for the educational requirements of the *Perkins College of Education, Educator Preparation Program* program within the field instruction of the Cooperating Agency.
2. Provide qualified faculty to monitor and evaluate the learning situations for student as related to the *Perkins College of Education, Educator Preparation Program* curriculum.
3. Provide qualified faculty to serve as Field Instructor and/or consultant in agencies or programs where a *Perkins College of Education, Educator Preparation Program* field instructor is unavailable.
4. Select University students to be placed at Cooperating Agency who have fulfilled all prerequisites, subject to approval by Cooperating Agency.
5. Establish field instruction hours for students subject to approval by Cooperating Agency.
6. Ensure that students who participate in this program maintain or are afforded insurance coverage in the minimum amounts required by Cooperating Agency.
7. Inform University students and faculty participating in the field instruction that they are required to comply with the rules and regulations of Cooperating Agency while on the premises of Cooperating Agency and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Cooperating Agency.
8. Require students to provide their own transportation, appropriate supplies, and uniforms, as applicable.
9. To the extent that University students and faculty are participating in the field instruction may have access to the educational records of students enrolled at the Cooperating Agency during the performance of their function under this Agreement, University shall require University students and faculty to maintain the confidentiality of such educational records in accordance with the provisions of FERPA.
10. Be responsible for maintaining the records of students, including time sheet records, proficiency, and evaluation and counseling of students with regard to performance through faculty and the University.
11. Inform University students and faculty participating in the field instruction that they may be required to submit to a criminal background check as deemed necessary by the Cooperating Agency

### SECTION II

Cooperating Agency agrees to:

1. Provide a qualified Field Instructor with sufficient time to supervise and monitor the student's field instruction and the delivery of client system services. If a *Perkins College of Education, Educator Preparation Program* Field Instructor is unavailable, University faculty is permitted to serve as such or as a consultant. Provide initial and updated information to University on Cooperating Agency policies and procedures, staffing, and organization related to the field instruction, and provide orientation sessions to inform University students and faculty concerning the rules and regulations of Cooperating Agency.
2. Permit the use of Cooperating Agency material in University classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by University to maintain the confidentiality of all Cooperating Agency material in compliance with federal and state laws.
3. Retain responsibility for the delivery of services to its client systems: therefore, the agency reserves the right to refuse the use of resources to any faculty member or student whom it deems is unable to provide a reasonable standard of practice or who violates the policies and procedures of the Cooperating Agency.
4. Comply with applicable state and federal workplace safety laws and regulations. If an University student is exposed to an infectious or environmental hazard or other occupational injury while in Cooperating Agency facilities, Cooperating Agency, upon notice of the incident from the student, shall provide the emergency care as Cooperating Agency provides to its employees. If Cooperating Agency does not have the resources to provide such emergency care, Cooperating Agency shall refer the student to the nearest emergency facility. University shall inform the student that the student will be responsible for any financial charges generated.
5. Allow Cooperating Agency Field Instructor/Representative to participate in the Field Instruction training conducted by the *Perkins College of Education, Educator Preparation Program* Department.
6. Provide designated physical resources for the field instruction student to carry out his/her responsibilities.
7. Provide *50 to 750* hours of field instruction experience for the student, within the dates of which define the semester, on the SFASU academic calendar for *Perkins College of Education, Educator Preparation Program* students, and submit in a timely manner evaluation records and other written material associated with the experience.
8. Be responsible for assisting student with field seminar related assignments.
9. Obtain and maintain all licenses required for Cooperating Agency and ensure that all Cooperating Agency personnel are appropriately licensed.

### SECTION III

It is mutually agreed upon that:

1. University and Cooperating Agency will cooperate in this undertaking and will promote their mutual interest in *Field Experience, Internship, Practicum, Clinical Teaching, and Residency* education.
2. Cooperating Agency may discontinue placement of a student who is not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Cooperating Agency, upon communication with University.
3. A yearly joint evaluation of the program will be conducted, and, when appropriate, revise the program to meet University's curriculum requirements and the standards of the accrediting entity.
4. Each party shall provide and maintain open channels of communication relative to the field instruction through designated representatives.
5. The parties shall ensure that educational experience provided is consistent with the curriculum requirements of

University and with the standards of the accrediting entity for the school or department of University in which the students are enrolled. 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, and/or University policy, University and Cooperating Agency may not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, sexual orientation, gender identity, or gender expression in the administration of policies, programs, or activities; admission policies; or other programs or employment.

6. This Agreement does not prevent Cooperating Agency from participating in any other program, nor does this Agreement prevent University from placing University students with other entities.
7. Either University or Cooperating Agency may remove a student enrolled in the field instruction if, in the opinion of either party, the student is not making satisfactory progress in the field instruction. Any student who does not satisfactorily complete the field instruction or any portion thereof may repeat the field instruction at Cooperating Agency only with the written approval of both parties.
8. Cooperating Agency may remove a student enrolled in the field instruction if the student fails to comply with the rules and regulations of Cooperating Agency while on the premises of Cooperating Agency and/or fails to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Cooperating Agency.

#### **SECTION IV**

Term of the Agreement:

1. This agreement commences on the date of last signature and continues for five (5) years.
2. Either party may terminate this Agreement upon giving 30 days' prior written notice to the other party, except that this Agreement will remain in effect as to any University student participating in the field instruction at Cooperating Agency as of the effective date of termination for so long as such student remains in the field instruction.

#### **SECTION V**

1. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the field instruction, University hereby designates Cooperating Agency as a school official with a legitimate educational interest in the educational records of the students who participate in the field instruction to the extent that access to the records is required by Cooperating Agency. Cooperating Agency agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of FERPA and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by University in writing. Cooperating Agency further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Cooperating Agency was made. Cooperating Agency shall continue to maintain the confidentiality and privacy of the Confidential Data after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Cooperating Agency shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. Cooperating Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Cooperating Agency. 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.
2. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

3. Each party shall excuse any breach of this Agreement by the other which is proximately caused by government regulation, war, strike, act of God, pandemic or other local, state, or national health emergency, or other similar circumstance normally outside the control of well-managed business, provided that the other party makes diligent efforts to expeditiously remedy the breach.
4. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.
5. This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of either party are not employees of the other and neither party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
6. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature for the term expressed above.

STEPHEN F. AUSTIN STATE UNIVERSITY

COOPERATING AGENCY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dr. Jordan Barkley  
Name

\_\_\_\_\_  
Name

Provost/EVPAA  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Administrator

# UNIVERSITY of HOUSTON

## 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. This confidentiality provision shall survive termination of this Agreement;



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.

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 ~~except in accordance with 45 CFR § 164.103(2)~~;
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 entitle 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, ~~but, if, in addition, University is adjudged to be liable for acts or omissions of Facility and/or any employee, personnel, or agent provided by Facility, then University shall be indemnified by Facility to the extent of a such vicarious liability.~~ 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:

Facility:

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

Cypress Fairbanks ISD  
11440 Matzke Rd. Cypress, TX 77429  
 \_\_\_\_\_  
 \_\_\_\_\_

with a copy to:

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**

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

<b>Board Officers</b>	After each Board <del>of Trustees</del> election, the Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. <del>The Board may assign a District employee to provide clerical assistance to the Board.</del> Officers shall be elected by majority vote of the members present and voting.
Vacancy	A vacancy among officers of the Board, other than the President, shall be filled by majority action of the Board.
<b>Term and Duties</b>	Board officers shall serve for a term of <del>two year</del> <u>two years</u> or until a successor is elected. Officers may not succeed themselves in office. <u>Each officer shall perform any legal duties of the office and other duties as required by action of the Board.</u>
President	In addition to the duties required by law, the President of the Board shall: <ol style="list-style-type: none"><li>1. Preside at all Board meetings unless unable to attend;</li><li>2. Have the right to discuss, make motions <del>and</del> <u>propose</u> resolutions, and vote on all matters coming before the Board;</li><li>3. Assist the Superintendent in developing the agendas for Board meetings;</li><li>4. Sign all appropriate Board documents; <del>and</del></li><li>5. Perform all customary duties of the office.</li></ol>
Vice President	The Vice President of the Board shall: <ol style="list-style-type: none"><li>1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President; <del>and</del></li><li>2. Automatically become President of the Board if a vacancy in that office occurs <u>and serve in this role until the Board reorganizes.</u></li></ol>
Secretary	The Secretary of the Board shall: <ol style="list-style-type: none"><li>1. Ensure that an accurate record is kept of the proceedings of each Board meeting;</li><li>2. Ensure that notices of Board meetings are posted and sent as required by law;</li><li>3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer; <del>and</del></li><li>4. Sign or countersign documents as directed by action of the Board.</li></ol>

INTELLECTUAL PROPERTY

CY  
(LOCAL)

<b>Intellectual Property</b>	All copyrights, trademarks, and other intellectual property rights <u>belonging to the District</u> shall remain with the District at all times. <u>Except as provided by law, policy, or written authorization from the Superintendent, the use of District intellectual property shall be limited to District-related purposes.</u>
Students	A student shall retain all rights to work created using District technology resources with the exception of work created for District-related projects.
Employees	As an agent of the District, an employee, including a student employee, shall not have rights to work <del>he or she creates</del> <u>created</u> on District time or using District technology resources. The District shall own any work or work product created by a District employee in the course and scope of <del>his or her</del> <u>District</u> employment, including the right to obtain <u>patents or</u> copyrights.
<i>District Ownership</i>	
<i>Employee Ownership</i>	<del>If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, Districtwide license to the District for use of the patented work.</del> A District employee shall own any work or work product produced on <del>his or her own personal</del> <u>time, away from his or her job</u> and with personal equipment and materials, including the right to obtain patents or copyrights.
<i>Permission</i>	<u>The Superintendent</u> <del>or designee</del> <u>shall have the authority to permit</u> use of District materials and equipment in <del>his or her creative-developing the employee's own</del> <u>projects</u> , provided the employee agrees <del>either in writing</del> <u>to grant to the District a non-exclusive, non-transferable</u> <del>nonexclusive, nontransferable</del> , perpetual, royalty-free, District-wide license to use the work, or permits the District to be listed as co-author or co-inventor if the District contribution to the work is substantial. District materials do not include student work, all rights to which are retained by the student.
<i>A District employee may apply to the Exception</i>	
<i>Works Made for Hire</i>	The District may hire an independent contractor for specially commissioned <del>work(s)</del> <u>works</u> under a written works-made-for-hire agreement that provides that the District shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.
<i>Independent Contractors</i>	
Return of Intellectual Property	Upon the termination of any person's association with the District, all permission to possess, receive, or modify the District's intellectual property shall also immediately terminate. All such persons shall return to the District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.

**Copyright**

Unless the proposed use of a copyrighted work is an exception under the “fair use” guidelines maintained by the Superintendent ~~or designee~~, the District shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder’s work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

Technology Use

~~All persons are prohibited from using~~ Use of District technology in violation of any law, including copyright law, is prohibited. Only appropriately licensed images, applications, programs, or other software may be used with District technology resources. ~~No person shall use the~~ The District’s technology resources shall not be used to post, publicize, or duplicate information in violation of copyright law. ~~The Board shall direct the Superintendent or designee to~~ shall employ all reasonable measures to prevent the use of District technology resources in violation of the law. ~~All persons~~ Any person using District technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and CQ]

~~Electronic Media~~

~~Unless a license or permission is obtained, electronic media in the classroom~~ Performances and Displays

The display and performance of copyrighted material, including motion pictures ~~and other audiovisual, dramatic~~ works, ~~must be used in~~ musical performances, or other audio and visual works, may only occur as part of instructional activities and in accordance with the following:

- As a regular part of teaching and directly related to the course of curriculum;
- During face-to-face teaching activities as defined by law;
- When viewed in a classroom or designated place of instruction; and
- With a lawfully made copy or through authorized access.

Designated Agent

The District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent’s identity. The District shall include on its ~~Web site~~ website information on how to contact the District’s designated agent and a copy of the District’s copyright policy. Upon notification, the District’s designated agent shall take all actions necessary to remedy any violation. The District shall provide the designated agent appropriate training and resources necessary to protect the District.

If a content owner reasonably believes that the District’s technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

**Trademark**

The District protects all District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

School-Related Use

The District grants permission to students, student organizations, parent organizations and other District-affiliated school-support or booster organizations to use, without charge, District and campus trademarks to promote a group of students, an activity or event, a campus, or the District, if the use is in furtherance of a school-related business or activity. The Superintendent ~~or designee~~ shall determine what constitutes use in furtherance of a school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the ~~general~~-public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use District trademarks without ~~the written permission of authorization from~~ the Superintendent ~~or designee~~. Any production of merchandise with District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses District ~~or campus~~ trademarks without appropriate authorization ~~shall~~may be subject to legal action.

**General Education**

Consistent with ~~TEA's~~ the Texas Education Agency (TEA) Student Attendance Accounting Handbook (SAAH), a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current medical information regarding the medical or psychological condition.

**Special Education**

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~ The weeks ~~of confinement~~ need ~~to not~~ be consecutive.

If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current medical information regarding the medical or psychological condition.

**Documentation of Services**

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program (IEP), as applicable.

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**Note:** For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB(LOCAL).

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The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

### Objectives

In this policy, "instructional materials" may include textbooks, library books when used for assignments, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

### Selection

Instructional materials that are textbooks and related supplemental materials ~~shall be chosen, which may include items~~ from the list of resources adopted by the State Board of Education, ~~shall be chosen~~ in accordance with administrative regulations and the objectives above. Library books when used as instructional materials in a classroom shall also comply with requirements in EFB(LOCAL).

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily

lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Challenged  
Resources**

Reconsideration of  
Instructional  
Materials

Guiding Principles

A District employee or a parent or guardian of a District student, ~~a student who is 18 years of age or older, an individual employee, or any District resident~~ may ~~challenge an request reconsideration of~~ instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

The following principles shall guide the Board and staff in responding to ~~challenges a request for reconsideration~~ of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal  
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for  
Reconsideration

A complainant shall make any formal challenge request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the ~~principal.~~ Upon receipt of the form, the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee unless the challenged instructional resource is a supplemental instructional material selected by a classroom teacher or grade level (and not from the District curriculum) and has not already been through an informal reconsideration review. In this event, the campus principal should conduct an informal reconsideration review and make a determination regarding the instructional material. In the event the campus principal determines the instructional material is appropriate, a complainant may elect to proceed with the formal reconsideration process and the principal shall proceed with appointing a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

<i>Frequency of Review</i>	After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.
Appeal	The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

**Dyslexia and Related Disorders**

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

**Definition / Program Components**

The District's program for gifted and talented students, called HORIZONS, is provided for "a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who exhibits high performance capability in an intellectual . . . area, [and who] excels in a specific academic field." (*Education Code 29.121*) The HORIZONS program provides services for identified students in kindergarten— grade 12.

Courses designed to address the specific nature and needs of students identified as gifted and talented shall be offered in the four core subject areas. Students identified as gifted must be provided an opportunity to be grouped with their intellectual peers in an academic environment during the school day. Depending on courses and grade level, students may be grouped with other gifted/talented students, or they may be cluster grouped with other high-achieving students in advanced, K, or AP courses.

**Referral, Screening, and Parental Consent**

Teachers, school counselors, parents, or other interested persons may refer students in any grade for the gifted and talented program at any time. The District shall provide assessment opportunities to complete the screening and identification process at least once per school year. Referrals for students must be received by the last school day in November in order to be assessed in early spring (January/February). The actual November date shall be announced annually through various District publications and the District's website.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the ~~assessment~~ identification procedures and services for the program prior to beginning the screening and identification process.

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an education record, subject to the protections set out in policies FL(LEGAL) and FL(LOCAL).

**Identification Criteria**

Criteria to identify gifted and talented students shall be established in the District's Board-approved plan for the gifted and talented program. The criteria shall be specific to the state definition of gifted and talented and ensure the fair assessment of all students, including those with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

All populations of the District shall have access to assessment for the gifted/talented program.

**Assessments**

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following components, which are on the HORIZONS Identification Profile:

1. Cognitive ability tests;
2. Parent surveys; and
3. Teacher surveys based on classroom observations.

**Screening, Selection, and Placement**

A ~~selection~~placement committee shall be established at each campus. This committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students and who are familiar with the state guidelines for gifted and talented programs.

This committee shall evaluate the completed HORIZONS Identification Profile for each referred student according to the established criteria and shall identify those students who meet the established placement criteria.

Parents shall receive written notification of the results of their child's gifted/talented screening. Participation in any program or services provided for gifted students is voluntary, and before a student is placed in a gifted program, the District shall obtain the parent's written permission.

**Appeals**

A parent, student, or educator may appeal any final decision of the ~~selection~~placement committee regarding ~~selection for or exit from services in~~ the gifted and talented program. Appeals shall be made first to the ~~selection~~placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

**Transfer Students**

Intradistrict

Students who are identified as gifted and talented and who transfer between schools within the District shall automatically continue in the program.

Interdistrict

A transfer student who was in a gifted/talented program in another district shall be placed in the District program with documentation data that verifies the student's placement in a gifted and talented program in the previous district. If documentation data is not available, the student must be retested.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Other transfer students shall be eligible for screening during the mid-year testing cycle. Parents must refer those students during the open referral period in the fall.

### Furlough

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

### Continued Placement

Students who participate in the gifted and talented program shall automatically continue in the program unless their academic achievement is not commensurate with the expected performance of gifted and talented students.

### Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the ~~selection placement~~ committee or a parent determines ~~it is in the best interest of the student to exit~~ the program ~~is not meeting the student's educational needs~~, the committee shall meet with the parent and student before finalizing an exit decision.

### Re-Entry

In order to re-enter the program, ~~the~~ student who has been administratively exited must be retested and qualify for the program by meeting the most current gifted/talented qualification standards.

If a student has been administratively exited from the program, the student or his or her parent has the opportunity to request reassessment no more than one time in elementary school, one time in middle school, and one time in high school.

### Program Evaluation

The gifted program shall be evaluated annually for effectiveness, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The evaluation information shall be shared with Board members, administrators, teachers, school counselors, students, and the community. The evaluation process shall ensure that those involved in the planning and implementation of the gifted program are also involved in its evaluation, including parents.

**Funding**

The ~~District's Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program shall address effective use of funds for programs are spent providing and services consistent with the standards in the state plan enhancing the District's program and that a method accounting for expenditures related to the gifted and talented students program is established and aligns with the Texas Education Agency's financial compliance guidance.~~

**Community Awareness**

The District shall ensure that information about the gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

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**Note:** See DMA(LEGAL) for training requirements for teachers of gifted and talented education.

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ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

**Certificate of Coursework Completion**

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only half of a course and the ~~combined grade for~~average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

**Threat Assessment  
and Safe and  
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee  
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Imminent Threats or  
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent ~~or designee~~, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent ~~or designee~~ shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multi-hazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School  
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

**Student Code of Conduct**

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

**Extracurricular Standards of Behavior**

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

**“Parent” Defined**

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

**General Discipline Guidelines**

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
  - a. The seriousness of the offense;
  - b. The student’s age;
  - c. The frequency of misconduct;
  - d. The student’s attitude;
  - e. The potential effect of the misconduct on the school environment;
  - f. Requirements of Chapter 37 of the Education Code; and
  - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

**Corporal Punishment**

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

**Physical Restraint**

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**Note:** [A District employee may restrain a student with a disability who receives special education services only in accordance with law. \[See FOF\(LEGAL\)\]](#)

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Within the scope of an employee’s duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.

2. Obtain possession of a weapon or other dangerous object.
  3. Protect property from serious damage.
  - ~~3.~~ Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
  - ~~4. Control an irrational student.~~
  - ~~5.1. Protect property from serious damage.~~
- ~~A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]~~

Received  
CFISD Facilities & Construction  
1/5/2026

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

**TEMPORARY CONSTRUCTION EASEMENT**  
**(0.6784 Acres)**

THE STATE OF TEXAS  
  
COUNTY OF HARRIS

§  
§  
§

KNOW ALL BY THESE PRESENTS THAT:

THAT, **CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 130**, a body politic organized and existing under the laws of the State of Texas, whose principal address is c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP, 1330 Post Oak Boulevard, Suite 2650, Houston, Texas 77056 (“Grantee”), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT and CONVEY unto Grantee a temporary, non-exclusive construction easement (the “Easement”) over the tract of land owned by Grantor which is more particularly described in Exhibit “A” attached hereto and incorporated herein (hereinafter referred to as the “Easement Tract”).

The easement hereby granted shall be used only for the purposes of constructing, repairing, maintaining, re-constructing and operating underground water and sanitary sewer lines, and related appurtenances and facilities including the placement, extension, construction, and installation of an access road and all necessary appurtenances thereto for vehicular and pedestrian ingress and egress for accessing same (the “Facilities”) across, along, in, on, upon, under, over, and through the Easement Tract. Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary to construct, repair, maintain, reconstruct and operate such water and sanitary sewer lines and appurtenant facilities.

This Easement shall be subject to and governed by the following provisions:

1. The Easement, rights, and privileges granted herein are non-exclusive and the Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.
2. Grantee and its licensees, employees, agents, workmen, and invitees shall have, and are hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Tract for the purposes herein granted.
3. The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

Exhibit B

4. After completion of construction of the Facilities, Grantee shall restore the affected surface area and all landscaping and other affected improvements to the same conditions as they previously existed prior to construction. If the affected area was natural and had not been improved with landscaping prior to the construction of the Facilities, Grantee agrees to restore such area to commercial lawn grade, seeded with grass and/or trees (if any trees existed and were affected) following such construction.
5. This easement shall automatically terminate on such date construction of the Facilities is complete or December 31, 2026, whichever occurs first.
6. The parties understand and agree there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this Easement to the Grantee for the purposes as described herein. If such condition does exist, Grantor agrees to obtain an acknowledgment subordinating any such lien or encumbrance to the Easement granted herein.
7. Grantee, without notice to or consent of Grantor, may assign this easement to a municipality or other entity.
8. The Easement, rights, and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Property.

TO HAVE AND TO HOLD the above-described Easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors, and assigns, forever. Grantor hereby binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights, privileges, and appurtenances thereto granted herein unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

EXECUTED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**"GRANTOR"**

**CYPRESS-FAIRBANKS INDEPENDENT  
SCHOOL DISTRICT,**  
an independent school district and a political subdivision  
of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_, \_\_\_\_\_, of Cypress-Fairbanks Independent  
School District, a political subdivision of the State of Texas, for and on behalf of said independent school  
district.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

SIGNATURES CONTINUE ON NEXT PAGE

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

**"GRANTEE"**

**HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 130**

By: \_\_\_\_\_  
Marc Webster, President

THE STATE OF TEXAS  
Y OF HARRIS

§  
§

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Marc Webster, President of the Board of Directors of Harris County Municipal Utility District No. 130,  
a political subdivision of the state of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

**TEMPORARY CONSTRUCTION EASEMENT**

**METES AND BOUNDS DESCRIPTION  
OF 0.6784 ACRE (29,552 SQUARE FEET) OF LAND  
IN THE D.E. SMITH SURVEY, ABSTRACT NUMBER 716  
IN HARRIS COUNTY, TEXAS**

BEING 0.6784 acre (29,552 square feet) of land in the D.E. Smith Survey, Abstract Number 716 in Harris County, Texas, being a portion of Restricted Reserve "B" of CY-FAIR HIGH SCHOOL #7, according to the plat thereof recorded under Film Code No. 494076 in the Map Records of Harris County, Texas, said 0.6784 acre easement being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a 5/8-inch iron rod found for the northeast corner of Restricted Reserve "A" of said CY-FAIR HIGH SCHOOL #7, in the south line of the 130-foot Harris County Flood Control District Fee Strip recorded under File Number J404295 in the Official Public Records of Real Property of Harris County, Texas;

**THENCE** South 01° 55' 14" East - 747.48 feet, with the east line of said CY-FAIR HIGH SCHOOL #7, to the northeast corner and **POINT OF BEGINNING** of the herein described easement;

**THENCE** South 01° 55' 14" East - 20.00 feet, continuing with the east line of said CY-FAIR HIGH SCHOOL #7, to the southeast corner of the herein described easement;

**THENCE**, crossing said Restricted Reserve "B", the following courses and distances:

South 87° 46' 18" West - 24.51 feet to the beginning of a curve to the right;

in a northwesterly direction, with said curve to the right, having a radius of 537.15 feet, a central angle of 45° 17' 55", a chord bearing and distance of North 69° 34' 44" West - 413.71 feet, and an arc distance of 424.68 feet, to the end of said curve;

North 46° 55' 46" West - 384.21 feet to the beginning of a curve to the left;

in a northwesterly direction, with said curve to the left, having a radius of 645.13 feet, a central angle of 45° 00' 00", a chord bearing and distance of North 69° 25' 46" West - 493.76 feet, and an arc distance of 506.69 feet, to the end of said curve;

South 88° 04' 14" West - 137.50 feet, to the east right-of-way line of North Eldridge Parkway (R.O.W. varies) and the southwest corner of the herein described easement;



**THENCE** North 01° 55' 46" West - 20.00 feet, with the east right-of-way line of said North Eldridge Parkway, to the northwest corner of the herein described easement;

**THENCE**, continuing across said Restricted Reserve "B", the following courses and distances:

North 88° 04' 14" East - 137.50 feet to the beginning of a curve to the right;

in a southeasterly direction, with said curve to the right, having a radius of 665.13 feet, a central angle of 45° 00' 00", a chord bearing and distance of South 69° 25' 46" East - 509.07 feet, and an arc distance of 522.40 feet, to the end of said curve;

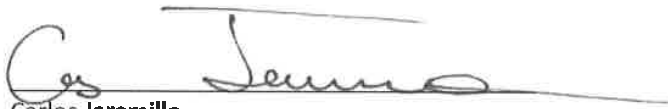
South 46° 55' 46" East - 384.21 feet to the beginning of a curve to the left;

in a southeasterly direction, with said curve to the left, having a radius of 517.15 feet, a central angle of 45° 17' 55", a chord bearing and distance of South 69° 34' 44" East - 398.30 feet, and an arc distance of 408.87 feet, to the end of said curve;

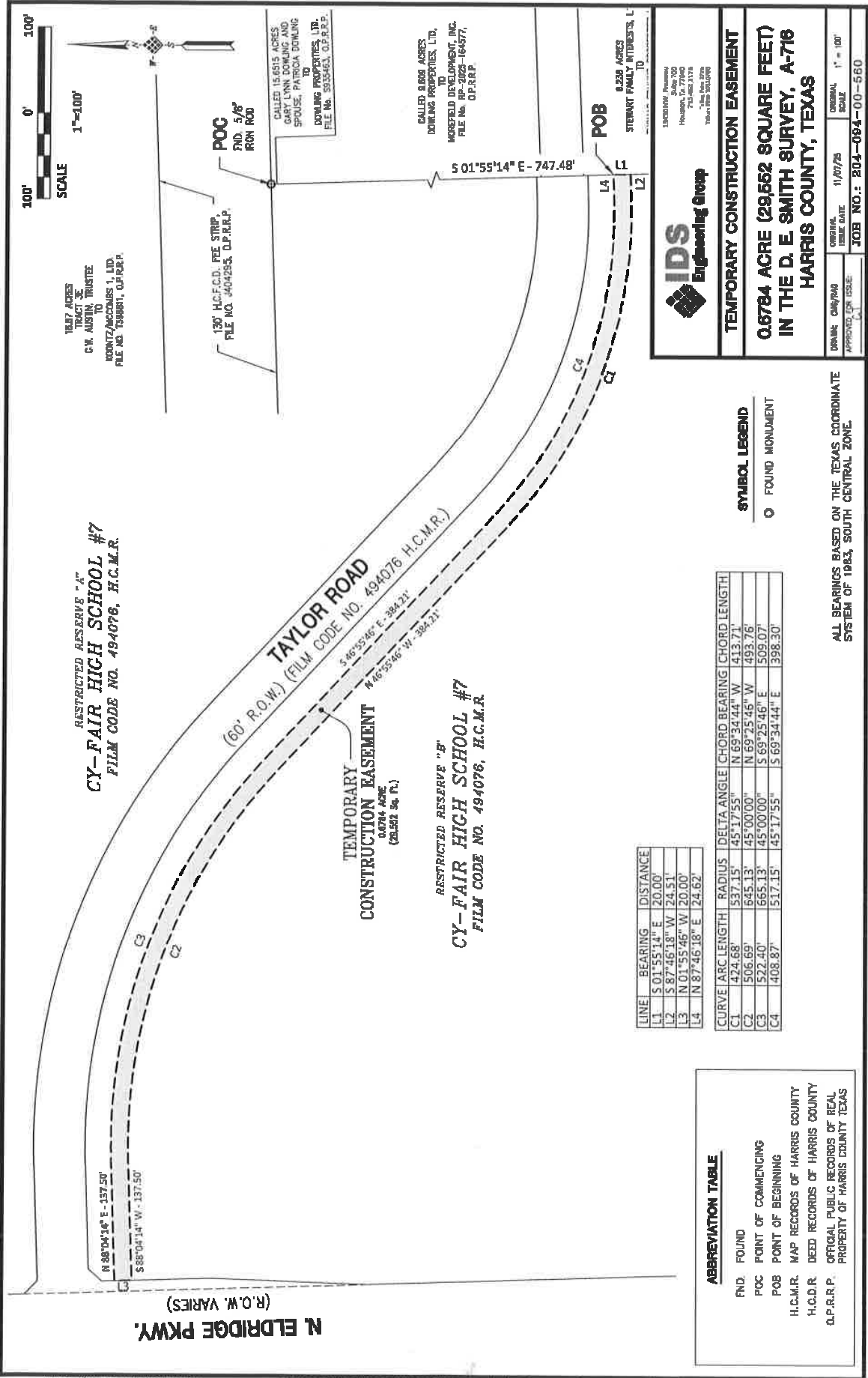
**THENCE** North 87° 46' 18" East - 24.62 feet to the **POINT OF BEGINNING** of the herein described easement and containing 0.6784 acre (29,552 square feet) of land.

Prepared by:  
IDS Engineering Group  
TxSurv Firm 10110700  
Job No. 204-094-00-560

November 7, 2025

  
Carlos Jaramillo  
Registered Professional Land Surveyor  
Texas Registration Number 6960





100' 0' 100'  
SCALE  
1"=400'

18.67 ACRES  
TRACT 3E  
C.M. ASHBY TRUSTEES  
KONITZ/MCCOY & CO., L.P.  
FILE NO. 789881, O.P.R.P.

130' H.C.F.C.D. FEE STRIP,  
FILE NO. 4404255, O.P.R.P.

POC  
FND. 5/8"  
IRON ROD

CALLED 15.6515 ACRES  
GARY LYNN DOMING AND  
SPOUSE, PATRICIA DOMING  
TO  
DOWLING PROPERTIES, L.P.  
FILE NO. 333462, O.P.R.P.

CALLED 9.600 ACRES  
DORLING PROPERTIES, LTD.  
TO  
MOREFIELD DEVELOPMENT, INC.  
FILE NO. 86-3025-164577,  
O.P.R.P.

POB  
0.230 ACRES  
STEWART FAMILY INTERESTS, L.P.

RESTRICTED RESERVE "A"  
CY-FAIR HIGH SCHOOL #7  
FILM CODE NO. 494076, H.C.M.R.

TAYLOR ROAD  
(60' R.O.W.) (FILM CODE NO. 494076 H.C.M.R.)  
5.60°55'46" E - 384.231'  
N 46°53'46" W - 384.231'

TEMPORARY  
CONSTRUCTION EASEMENT  
0.6784 ACRE  
(25,562 sq. ft.)

RESTRICTED RESERVE "B"  
CY-FAIR HIGH SCHOOL #7  
FILM CODE NO. 494076, H.C.M.R.

LINE	BEARING	DISTANCE
L1	S 01°55'14" E	20.00'
L2	S 87°46'18" W	24.51'
L3	N 01°55'46" W	20.00'
L4	N 87°46'18" E	24.62'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	424.68'	537.15'	45°17'55"	N 69°34'44" W	413.71'
C2	506.69'	645.13'	45°00'00"	N 69°25'46" W	493.76'
C3	522.40'	665.13'	45°00'00"	S 69°25'46" E	509.07'
C4	408.87'	517.15'	45°17'55"	S 69°34'44" E	398.30'

**ABBREVIATION TABLE**

FND. FOUND  
POC POINT OF COMMENCING  
POB POINT OF BEGINNING  
H.C.M.R. MAP RECORDS OF HARRIS COUNTY  
H.O.D.R. DEED RECORDS OF HARRIS COUNTY  
O.P.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY TEXAS

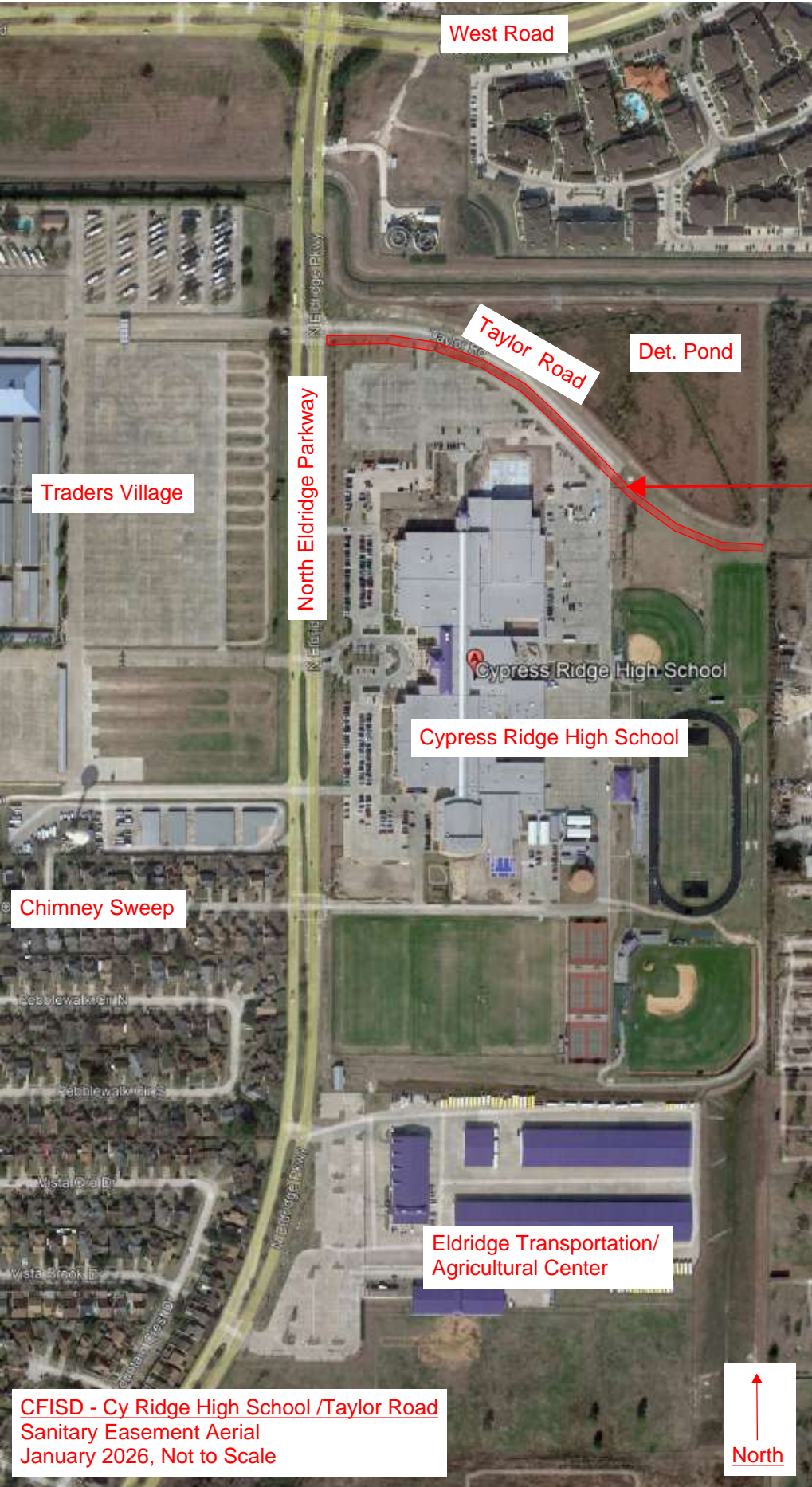
**SYMBOL LEGEND**  
○ FOUND MONUMENT



**TEMPORARY CONSTRUCTION EASEMENT**  
0.6784 ACRE (29,662 SQUARE FEET)  
IN THE D. E. SMITH SURVEY, A-716  
HARRIS COUNTY, TEXAS

DRAWN: CMY/PAG	ORIGINAL ISSUE DATE: 11/07/25	ORIGINAL SCALE: 1" = 100'
APPROVED FOR ISSUE: [Signature]	JOB NO.: 204-084-00-860	

ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.



West Road

Taylor Road

Det. Pond

Easement

Traders Village

North Eldridge Parkway

Cypress Ridge High School

Cypress Ridge High School

Chimney Sweep

Eldridge Transportation/  
Agricultural Center

CFISD - Cy Ridge High School /Taylor Road  
Sanitary Easement Aerial  
January 2026, Not to Scale



**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (this “Agreement”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (hereinafter “Grantor”) and HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 130, a political subdivision of the State of Texas (hereinafter “Grantee”).

**RECITALS**

WHEREAS, Grantor is the owner of that certain tract or parcel of real property as described in Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Grantee has requested the Grantor’s permission to access the Property for the purposes of constructing, repairing, maintaining, re-constructing and operating underground water and sanitary sewer lines, and related appurtenances and facilities including the placement, extension, construction, and installation of an access road and all necessary appurtenances thereto for vehicular and pedestrian ingress and egress for accessing same across, along, in, on, upon, under, over, and through the Property (the “Project”); and

WHEREAS, Grantor agrees to grant to Grantee a temporary construction easement across, along, in, on, upon, under, over, and through the Property for the Project as described in Exhibit “B,” attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Grantor and Grantee agree as follows:

**AGREEMENT**

1. Right of Entry. Subject to the terms and conditions of this Agreement, commencing on the Effective Date and continuing until the Expiration Date, or earlier termination as provided herein, Grantor grants Grantee and their employees, agents, contractors, and invitees (collectively “Agents”) a non-exclusive temporary construction easement on the Property, as described in Exhibit “B,” attached hereto, at any time during daylight hours Monday through Friday solely for the purpose of execution of the Project.

No other use shall be made of the Property by Grantee other than the performance of the Project without Grantor’s prior written approval, which approval shall be within Grantor’s sole and absolute discretion. Grantee shall restore the Property to its prior condition upon completion of the Project.

2. Expiration/Termination. This Agreement shall expire on the later of completion of the Project or December 31, 2026 (the “Expiration Date”).

3. Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postage prepaid by certified mail, return receipt

requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to Grantor: Harris County Municipal Utility District No. 130  
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP  
1330 Post Oak Boulevard, Ste. 2650  
Houston, Texas 77056  
Attn: Maria Salinas Parker

If to Grantee: Cypress-Fairbanks Independent School District  
c/o Dan Grosz, ALEP  
Director, Design & Facilities Planning  
School Services Building - Facilities & Construction  
11430 Perry Road, Suite B  
Houston, Texas 77064

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address in the State of Texas by at least fifteen (15) days written notice to the other party.

4. Removal of Equipment. At the expiration or termination of this Agreement, Grantee shall promptly remove all tools, equipment and other personal property from the Property at its sole cost. This provision shall survive the expiration or earlier termination of this Agreement.

5. Security. Grantee shall maintain the security of their work sites on the Property during the entire period of entry under this Agreement. In the conduct of work undertaken herein, Grantee shall exercise all normal and reasonable safety precautions and shall maintain all work areas on the Property in a clean and presentable manner. Grantee shall be solely responsible for ensuring that only Grantee and its Agents have access to the Property during the Project.

6. Additional Insured. Grantee shall require the contractor constructing the Project to name Grantor as an additional insured in the contract documents for the Project.

7. Liability. Without prejudice to any other rights Grantor may have, Grantee is responsible, in accordance with applicable laws, for the acts and omissions of their Agents that cause injuries to persons or damages to Property, including any claims arising from such injuries or damages, caused by or arising from the activities permitted under this Agreement. Grantor shall have no liability for the actions or negligence of Grantee or its Agents. Neither the grant of this Agreement, nor any provision thereof, shall impose upon Grantor any new or additional duties or liabilities or enlarge any existing duties or liabilities of Grantor.

8. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, state and local laws, and existing regulations promulgated thereunder, in its use of the Property and the activities permitted by this Agreement.

9. Applicable Law. This Agreement shall be construed under the laws of the State of Texas.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified or amended in any manner except by instrument in writing executed by the parties as an amendment to this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this Agreement by facsimile shall be sufficient for all purposes.

**[EXECUTION PAGES FOLLOWS]**



**METES AND BOUNDS DESCRIPTION  
OF 0.6784 ACRE (29,552 SQUARE FEET) OF LAND  
IN THE D.E. SMITH SURVEY, ABSTRACT NUMBER 716  
IN HARRIS COUNTY, TEXAS**

BEING 0.6784 acre (29,552 square feet) of land in the D.E. Smith Survey, Abstract Number 716 in Harris County, Texas, being a portion of Restricted Reserve "B" of CY-FAIR HIGH SCHOOL #7, according to the plat thereof recorded under Film Code No. 494076 in the Map Records of Harris County, Texas, said 0.6784 acre easement being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a 5/8-inch iron rod found for the northeast corner of Restricted Reserve "A" of said CY-FAIR HIGH SCHOOL #7, in the south line of the 130-foot Harris County Flood Control District Fee Strip recorded under File Number J404295 in the Official Public Records of Real Property of Harris County, Texas;

**THENCE** South 01° 55' 14" East - 747.48 feet, with the east line of said CY-FAIR HIGH SCHOOL #7, to the northeast corner and **POINT OF BEGINNING** of the herein described easement;

**THENCE** South 01° 55' 14" East - 20.00 feet, continuing with the east line of said CY-FAIR HIGH SCHOOL #7, to the southeast corner of the herein described easement;

**THENCE**, crossing said Restricted Reserve "B", the following courses and distances:

South 87° 46' 18" West - 24.51 feet to the beginning of a curve to the right;

in a northwesterly direction, with said curve to the right, having a radius of 537.15 feet, a central angle of 45° 17' 55", a chord bearing and distance of North 69° 34' 44" West - 413.71 feet, and an arc distance of 424.68 feet, to the end of said curve;

North 46° 55' 46" West - 384.21 feet to the beginning of a curve to the left;

in a northwesterly direction, with said curve to the left, having a radius of 645.13 feet, a central angle of 45° 00' 00", a chord bearing and distance of North 69° 25' 46" West - 493.76 feet, and an arc distance of 506.69 feet, to the end of said curve;

South 88° 04' 14" West - 137.50 feet, to the east right-of-way line of North Eldridge Parkway (R.O.W. varies) and the southwest corner of the herein described easement;

Exhibit A

**THENCE** North 01° 55' 46" West - 20.00 feet, with the east right-of-way line of said North Eldridge Parkway, to the northwest corner of the herein described easement;

**THENCE**, continuing across said Restricted Reserve "B", the following courses and distances:

North 88° 04' 14" East - 137.50 feet to the beginning of a curve to the right;

in a southeasterly direction, with said curve to the right, having a radius of 665.13 feet, a central angle of 45° 00' 00", a chord bearing and distance of South 69° 25' 46" East - 509.07 feet, and an arc distance of 522.40 feet, to the end of said curve;

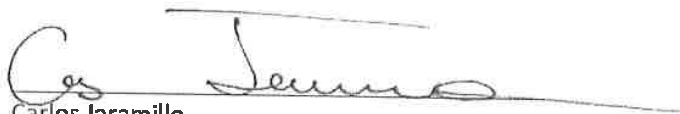
South 46° 55' 46" East - 384.21 feet to the beginning of a curve to the left;

in a southeasterly direction, with said curve to the left, having a radius of 517.15 feet, a central angle of 45° 17' 55", a chord bearing and distance of South 69° 34' 44" East - 398.30 feet, and an arc distance of 408.87 feet, to the end of said curve;

**THENCE** North 87° 46' 18" East - 24.62 feet to the **POINT OF BEGINNING** of the herein described easement and containing 0.6784 acre (29,552 square feet) of land.

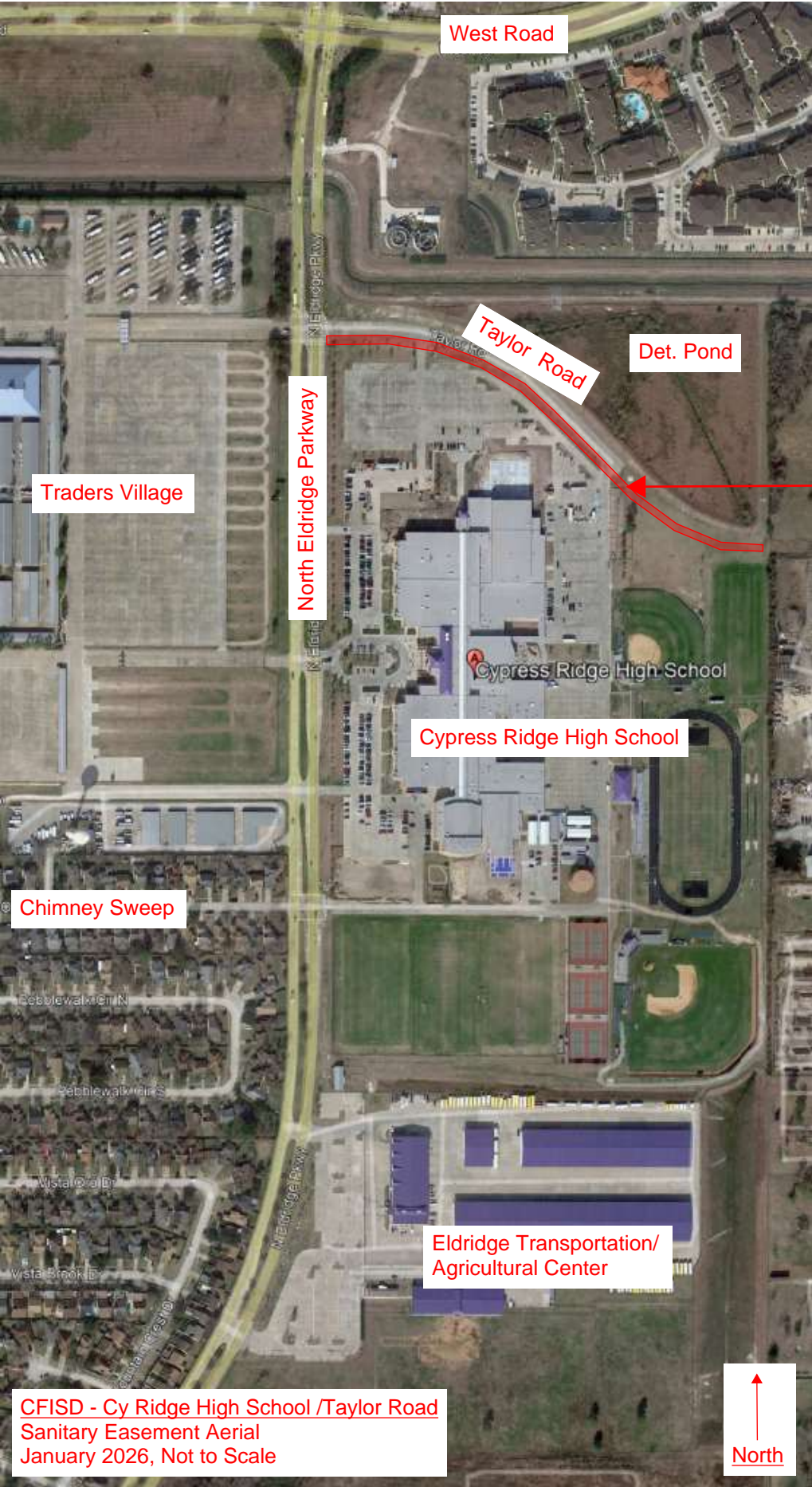
Prepared by:  
IDS Engineering Group  
TxSurv Firm 10110700  
Job No. 204-094-00-560

November 7, 2025



Carlos Jaramillo  
Registered Professional Land Surveyor  
Texas Registration Number 6960





West Road

Taylor Road

Det. Pond

Easement

Traders Village

North Eldridge Parkway

Cypress Ridge High School

Cypress Ridge High School

Chimney Sweep

Eldridge Transportation/  
Agricultural Center

CFISD - Cy Ridge High School /Taylor Road  
Sanitary Easement Aerial  
January 2026, Not to Scale



# CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

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

**From:** Thomas Draper  
Buyer

**Date:** January 9, 2026

**Re:** Automotive Fuels  
Annual Contract #26-01-5515R-RFP

The following proposals were received and opened at 10:00 a.m., Wednesday, October 8, 2025, as advertised and specified in documents concerning **Annual Contract #26-01-5515R-RFP Automotive Fuels**. The proposals received and the final evaluation summary are located on pages 2-8.

a Award supplier(s) scoring 70.00 and above  
b Line For Reference Use Only

**Recommendation:**

- AmeriGas
- Atlantic Petroleum
- FerrellGas
- Gold Star Petroleum
- Green's Blue Flame Gas Company, Inc.
- Gresham Petroleum
- Mansfield Oil Company
- Moffitt Services
- Petroleum Traders Corporation
- Pinnacle Petroleum, Inc
- Red White & Blue Fuels, Inc
- Sun Coast Resources, Inc.
- Tartan Oil, LLC

**Estimated Expenditure:** \$8,700,000.00

**Contract Term:** January 15, 2026 - December 31, 2026

**Renewal:** 4 Years

hb

Line 1 Unleaded Regular Grade Gasoline (approximately 800,000 gallons annually). List cents per gallon price

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
<u>Petroleum Traders Corporation</u>	1	Gallon	<u>-\$0.1022</u> <sup>a</sup>
<u>Mansfield Oil Company (Mansfield Oil Company of Gainesville, Inc)</u>	1	Gallon	<u>-\$0.0918</u> <sup>a</sup>
<u>Tartan Oil LLC</u>	1	Gallon	<u>-\$0.088</u> <sup>a</sup>
<u>Sun Coast Resources, Inc.</u>	1	Gallon	<u>-\$0.039</u> <sup>a</sup>
Senergy Petroleum LLC	1	Gallon	-\$0.0298
<u>Gresham Petroleum Company</u>	1	Gallon	<u>-\$0.0196</u> <sup>a</sup>
<u>Gold Star Petroleum</u>	1	Gallon	<u>\$0.0053</u> <sup>a</sup>
<u>Pinnacle Petroleum, Inc.</u>	1	Gallon	<u>\$0.0298</u> <sup>a</sup>
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Gallon	\$0.03
<u>Moffitt Services (Moffitt Holdings, LLC)</u>	1	Gallon	<u>\$2.0826</u> <sup>a</sup>
<u>RED WHITE &amp; BLUE FUELS LLC</u>	1	Gallon	<u>\$2.4005</u> <sup>a</sup>

Line 2 Number (#) 2 Ultra Low Sulfur Diesel Fuel (approximately 600,000 gallons annually). List cents per gallon

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
<u>Petroleum Traders Corporation</u>	1	Gallon	<u>-\$0.0672</u> <sup>a</sup>
<u>Mansfield Oil Company (Mansfield Oil Company of Gainesville, Inc)</u>	1	Gallon	<u>-\$0.0458</u> <sup>a</sup>
<u>Tartan Oil LLC</u>	1	Gallon	<u>-\$0.0455</u> <sup>a</sup>
<u>Sun Coast Resources, Inc.</u>	1	Gallon	<u>-\$0.03</u> <sup>a</sup>
<u>Gresham Petroleum Company</u>	1	Gallon	<u>-\$0.0097</u> <sup>a</sup>
<u>Gold Star Petroleum</u>	1	Gallon	<u>\$0.0103</u> <sup>a</sup>
<u>Pinnacle Petroleum, Inc.</u>	1	Gallon	<u>\$0.0194</u> <sup>a</sup>
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Gallon	\$0.03
Senergy Petroleum LLC	1	Gallon	\$0.0311
<u>Moffitt Services (Moffitt Holdings, LLC)</u>	1	Gallon	<u>\$2.4234</u> <sup>a</sup>
<u>RED WHITE &amp; BLUE FUELS LLC</u>	1	Gallon	<u>\$2.8321</u> <sup>a</sup>

<sup>b</sup> Line 3 Delivery fee PER LOAD of Gasoline, Diesel or mixed load.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
<u>Gold Star Petroleum</u>	1	Fee	<u>\$0.00</u>
<u>Sun Coast Resources, Inc.</u>	1	Fee	<u>\$0.00</u>
<u>Pinnacle Petroleum, Inc.</u>	1	Fee	<u>\$0.00</u>
<u>Gresham Petroleum Company</u>	1	Fee	<u>\$0.00</u>
<u>Moffitt Services (Moffitt Holdings, LLC)</u>	1	Fee	<u>\$0.00</u>
<u>Mansfield Oil Company (Mansfield Oil Company of Gainesville, Inc)</u>	1	Fee	<u>\$0.0325</u>
<u>Petroleum Traders Corporation</u>	1	Fee	<u>\$0.0401</u>
<u>Tartan Oil LLC</u>	1	Fee	<u>\$0.0434</u>
[ALT1] Tartan Oil LLC	1	Fee	\$0.0537
Senergy Petroleum LLC	1	Fee	\$50.00
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Fee	\$255.00
<u>RED WHITE &amp; BLUE FUELS LLC</u>	1	Fee	<u>\$300.00</u>

<sup>b</sup> Line 4 Additional costs or fees (excluding government mandated fees). All costs in addition to government

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Senergy Petroleum LLC	1	Cost/Fee	\$0.00
<b><u>Sun Coast Resources, Inc.</u></b>	1	Cost/Fee	<b><u>\$0.00</u></b>
<b><u>Pinnacle Petroleum, Inc.</u></b>	1	Cost/Fee	<b><u>\$0.00</u></b>
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Cost/Fee	\$0.00
<b><u>Tartan Oil LLC</u></b>	1	Cost/Fee	<b><u>\$0.00</u></b>
<b><u>Moffitt Services (Moffitt Holdings, LLC)</u></b>	1	Cost/Fee	<b><u>\$0.0385</u></b>
<b><u>RED WHITE &amp; BLUE FUELS LLC</u></b>	1	Cost/Fee	<b><u>\$0.0398</u></b>
<b><u>Gresham Petroleum Company</u></b>	1	Cost/Fee	<b><u>\$75.00</u></b>
<b><u>Mansfield Oil Company (Mansfield Oil Company of Gainesville, Inc)</u></b>	1	Cost/Fee	<b><u>\$95.00</u></b>
[ALT1] Mansfield Oil Company (Mansfield Oil Company of Gainesville, Inc)	1	Cost/Fee	\$95.00
<b><u>Petroleum Traders Corporation</u></b>	1	Cost/Fee	<b><u>\$100.00</u></b>
<b><u>Gold Star Petroleum</u></b>	1	Cost/Fee	<b><u>\$100.00</u></b>

Line 5 DIESEL EXHAUST FLUID

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
<b><u>Tartan Oil LLC</u></b>	1	Gallon	<b><u>\$0.84</u></b> <sup>a</sup>
<b><u>Mansfield Oil Company (Mansfield Oil Company of Gainesville, Inc)</u></b>	1	Gallon	<b><u>\$1.61</u></b> <sup>a</sup>
<b><u>ATLANTIC PETROLEUM (Atlantic Petroleum)</u></b>	1	Gallon	<b><u>\$1.6915</u></b> <sup>a</sup>
<b><u>RED WHITE &amp; BLUE FUELS LLC</u></b>	1	Gallon	<b><u>\$1.95</u></b> <sup>a</sup>
<b><u>Pinnacle Petroleum, Inc.</u></b>	1	Gallon	<b><u>\$2.1056</u></b> <sup>a</sup>
<b><u>Sun Coast Resources, Inc.</u></b>	1	Gallon	<b><u>\$2.49</u></b> <sup>a</sup>
<b><u>Moffitt Services (Moffitt Holdings, LLC)</u></b>	1	Gallon	<b><u>\$2.69</u></b> <sup>a</sup>
Senergy Petroleum LLC	1	Gallon	\$2.70
<b><u>Petroleum Traders Corporation</u></b>	1	Gallon	<b><u>\$2.70</u></b> <sup>a</sup>

Line 6 Propane (approximately 100,000 gallons annually). List cents per gallon price (numeric) as the line item

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
<b><u>Ferrellgas</u></b>	1	Gallon	<b><u>\$0.25</u></b> <sup>a</sup>
<b><u>AmeriGas</u></b>	1	Gallon	<b><u>\$0.287</u></b> <sup>a</sup>
<b><u>Gold Star Petroleum</u></b>	1	Gallon	<b><u>\$0.95</u></b> <sup>a</sup>
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Gallon	\$0.9525
<b><u>Green's Blue Flame Gas Company, Inc.</u></b>	1	Gallon	<b><u>\$1.0923</u></b> <sup>a</sup>

Line 7 Propane (approximately 100,000 gallons annually). List cents per gallon price (numeric) as the line item

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
<b><u>Ferrellgas</u></b>	1	Gallon	<b><u>\$0.09</u></b> <sup>a</sup>
<b><u>AmeriGas</u></b>	1	Gallon	<b><u>\$0.154</u></b> <sup>a</sup>
<b><u>Gold Star Petroleum</u></b>	1	Gallon	<b><u>\$0.70</u></b> <sup>a</sup>
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Gallon	\$0.7525
<b><u>Green's Blue Flame Gas Company, Inc.</u></b>	1	Gallon	<b><u>\$0.9423</u></b> <sup>a</sup>

<sup>b</sup> Line 8 Additional costs or fees (excluding government mandated fees). All costs in addition to government

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Tartan Oil LLC	1	Cost/Fee	\$0.00
Pinnacle Petroleum, Inc.	1	Cost/Fee	\$0.00
ATLANTIC PETROLEUM (Atlantic Petroleum)	1	Cost/Fee	\$0.00
<b><u>Green's Blue Flame Gas Company, Inc.</u></b>	1	Cost/Fee	<b><u>\$0.00</u></b>
<b><u>AmeriGas</u></b>	1	Cost/Fee	<b><u>\$0.00</u></b>
<b><u>Gold Star Petroleum</u></b>	1	Cost/Fee	<b><u>\$100.00</u></b>
RED WHITE & BLUE FUELS LLC	1	Cost/Fee	\$150.00

## Appendix

### Explanation of notation "b"

Lines 3, 4, and 8 are associated fees. These lines were used to help evaluate the correlating lines in the Petroleum and Propane sections and are not awarded individually.

**26-01-5515R-RFP Automotive Fuels**

**(Petroleum)**

**TEAM SCORE SUMMARY**

<b>Company/Vendor Name</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Average Score</b>	<b>Ranking</b>
Atlantic Petroleum	69.60	69.60	69.60	10.00
Gold Star Petroleum	70.20	70.20	70.20	9.00
Gresham Petroleum	70.80	70.80	70.80	8.00
Mansfield Oil Company	79.40	77.40	78.40	3.00
Moffitt Services	73.80	73.80	73.80	5.00
Petroleum Traders Corporation	79.40	79.40	79.40	2.00
Pinnacle Petroleum, Inc	76.20	76.20	76.20	4.00
Red White & Blue Fuels, Inc	73.20	73.20	73.20	6.00
Senergy Petroleum	69.60	69.60	69.60	10.00
Sun Coast Resources	80.00	80.00	80.00	1.00
Tartan Oil, LLC	71.40	71.40	71.40	7.00

**26-01-5515R-RFP Automotive Fuels**

**(DEF)**

**TEAM SCORE SUMMARY**

<b>Company/Vendor Name</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Average Score</b>	<b>Ranking</b>
Atlantic Petroleum	70.80	70.80	70.80	8.00
Mansfield Oil Company	79.40	77.40	78.40	1.00
Moffitt Services	73.80	73.80	73.80	6.00
Petroleum Traders Corporation	76.40	76.40	76.40	3.00
Pinnacle Petroleum, Inc	75.60	75.60	75.60	5.00
Red White & Blue Fuels, Inc	76.20	76.20	76.20	4.00
Senergy Petroleum	67.80	67.80	67.80	9.00
Sun Coast Resources	77.00	77.00	77.00	2.00
Tartan Oil, LLC	72.00	72.00	72.00	7.00

**26-01-5515R-RFP Automotive Fuels**

**(Propane)**

**TEAM SCORE SUMMARY**

<b>Company/Vendor Name</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Average Score</b>	<b>Ranking</b>
AmeriGas	79.40	79.40	79.40	1.00
Atlantic Petroleum	69.60	69.60	69.60	5.00
Ferrelgas	78.00	78.00	78.00	2.00
Gold Star Petroleum	70.20	70.20	70.20	4.00
Green's Blue Flame Gas Company	71.40	71.40	71.40	3.00



*Dr. Kayne M. Smith*  
*Director of Transportation Services*

January 5, 2026

To: Darin Crawford, Assistant Superintendent of Support Services  
From: Kayne Smith, Ed.D., Director of Transportation Services  
Subject: Contract 26-01-5515R-RFP Award Recommendation – Fuels

Following a revaluation of proposals submitted for Contract 26-01-5515R-RFP, we recommend awarding contracts to the following vendors who achieved a score of 70% or higher on the Evaluation Matrix.

These vendors demonstrated the capacity to deliver the best value to the district in terms of pricing, reliability, and service quality.

*Awarded Vendors by Fuel Type:*

<b>Petroleum</b>	<b>Propane</b>	<b>Diesel Exhaust Fluid (DEF)</b>
Gold Star Petroleum	AmeriGas	Atlantic Petroleum
Gresham Petroleum	Ferrelgas	Mansfield Oil Company
Mansfield Oil Company	Gold Star Petroleum	Moffitt Services
Moffitt Services	Green's Blue Flame Gas Co.	Petroleum Traders Corporation
Petroleum Traders Corporation		Pinnacle Petroleum, Inc.
Pinnacle Petroleum		Red, White, and Blue Fuels, Inc.
Red, White, and Blue Fuels, Inc.		Sun Coast Resources
Sun Coast Resources		Tartan Oil, LLC
Tartan Oil, LLC		

Maintaining multiple vendors ensures supply continuity in the event of fuel disruptions and allows for ongoing price comparisons to optimize district expenditures.


**Contract Term:**

The contract will be valid for one (1) year until December 31, 2026, and will renew automatically for four (4) additional one-year terms until December 31, 2030, unless either party provides a written notice of non-renewal at least thirty (30) days in advance. Upon mutual

agreement, proposed prices can be extended beyond the firm price offer date on a month-to-month basis for up to six (6) months.

Please contact us should you have any questions or require further details regarding this recommendation.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kayne M. Smith". The signature is stylized with a large, sweeping initial "K" and a long horizontal stroke extending to the right.

Kayne M. Smith, Ed.D.  
Director  
Department of Transportation Services  
Cypress-Fairbanks ISD  
(346) 205-8434

# CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

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

**From:** James Briscoe  
Director of Procurement Services

**Date:** November 20, 2025

**Re:** Career and Technology Equipment Repair Service  
Annual Contract #26-02-4900R-RFP

The following proposals were received and opened at 10:00 a.m., Thursday, November 20, 2025, as advertised and specified in documents concerning **Annual Contract #26-02-4900R-RFP Career and Technology Equipment Repair Service**. The proposals received are located on pages 2-8.

Award contracts to each of the suppliers listed at the prices noted.

Recommendation is based on user department's evaluation.

<sup>a</sup> No Bids Submitted

**Recommendation:**

- AllTex Welding Supply, Inc
- Billings Equipment Solutions L. L. C.
- Bobbins & Threads, LLC
- Circle Saw Builders Supply
- Energy Training Associates, LLC (Richard Gilbert)
- Kells Sewing Machine and Vac Repair
- Lab Resources, Inc.
- MTF Equipment Sales
- RBB Technical & Training Services, Inc.
- Teaching Systems, Inc
- Technical Laboratory Systems, Inc.

**Estimated Expenditure:** \$180,000.00

**Contract Term:** February 1 , 2026 - January 31, 2027

**Renewal:** 4 Years

mm

**Line 1 Automotive, Alignment Equipment, Industrial Computerized, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>
<u>Billings Equipement Solutions L. L. C.</u>	1	Hour	<b><u>\$185.00</u></b>
<u>RBB Technical &amp; Training Services, Inc.</u>	1	Hour	<b><u>\$185.00</u></b>

**Line 2 Automotive, Alignment Equipment, Industrial Computerized, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>
<u>Billings Equipement Solutions L. L. C.</u>	1	Hour	<b><u>\$185.00</u></b>
<u>RBB Technical &amp; Training Services, Inc.</u>	1	Hour	<b><u>\$185.00</u></b>

**Line 3 Automotive, 2 Post Lift Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>

**Line 4 Automotive, 2 Post Lift Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>

**Line 5 Automotive, Engine Diagnostic Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>

**Line 6 Automotive, Engine Diagnostic Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>

**Line 7 Automotive, Tire Changer Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>
<u>Billings Equipement Solutions L. L. C.</u>	1	Hour	<b><u>\$185.00</u></b>
<u>RBB Technical &amp; Training Services, Inc.</u>	1	Hour	<b><u>\$185.00</u></b>

**Line 8 Automotive, Tire Changer Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>
<u>Billings Equipement Solutions L. L. C.</u>	1	Hour	<b><u>\$185.00</u></b>
<u>RBB Technical &amp; Training Services, Inc.</u>	1	Hour	<b><u>\$185.00</u></b>

**Line 9 Automotive, Wheel Balancer (heavy duty), On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>
<u>Billings Equipement Solutions L. L. C.</u>	1	Hour	<b><u>\$185.00</u></b>
<u>RBB Technical &amp; Training Services, Inc.</u>	1	Hour	<b><u>\$185.00</u></b>

**Line 10 Automotive, Wheel Balancer (heavy duty) Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>MTF Equipment Sales</u>	1	Hour	<b><u>\$95.00</u></b>
<u>Billings Equipement Solutions L. L. C.</u>	1	Hour	<b><u>\$185.00</u></b>
<u>RBB Technical &amp; Training Services, Inc.</u>	1	Hour	<b><u>\$185.00</u></b>

**Line 11 Industrial Technology, Hand Operated Bender Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 12 Industrial Technology, Hand Operated Bender Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 13 Industrial Technology, Brake, Box Pan (Finger Brake) Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 14 Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 15 Industrial Technology, Drill Press Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 16 Industrial Technology, Drill Press Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 17 Industrial Technology, Injection Molder Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 18 Industrial Technology, Injection Molder Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 19 Industrial Technology, Iron Worker, Hydraulic Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>AllTex Welding Supply, Inc</u>	1	Hour	<b><u>\$250.00</u></b>

**Line 20 Industrial Technology, Iron Worker, Hydraulic Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>AllTex Welding Supply, Inc</u>	1	Hour	<b><u>\$127.00</u></b>

**Line 21 Industrial Technology, Jointer, 6 in. and 8 in. Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 22 Industrial Technology, Jointer, 6 in. and 8 in. Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 23 Industrial Technology, Wood Lathe, Metal 10 in., Mini-Tabletop Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 24 Industrial Technology, Wood Lathe, Metal 10 in., Mini-Tabletop Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 25 Industrial Technology, Lathe, CNC Hurco Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 26 Industrial Technology, Lathe, CNC Hurco Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 27 Industrial Technology, Mill, Vertical, Manual Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 28 Industrial Technology, Mill, Vertical, Manual Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 29 Industrial Technology, Mill, Vertical, CNC Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>

**Line 30 Industrial Technology, Mill, Vertical, CNC Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>

**Line 31 Industrial Technology, Planer, 18 in. and 20 in. Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 32 Industrial Technology, Planer, 18 in. and 20 in. Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

Industrial Technology, Belt Sanders, 6 in. and 12 in. Orbital, Spindle Equipment, On-Site Repair

**Line 33 Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

Industrial Technology, Belt Sanders, 6 in. and 12 in. Orbital, Spindle Equipment, In-Shop Repair

**Line 34 Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

Industrial Technology, Saw Equipment, On-Site Repair Rate, Types to include: Abrasive Metal Cut-Off - 14 in., Wood Saw, Band Saw - 6 in. and 12 in., Jig Saw, Panel Saw, Scroll and Table Saws - 10 in. and 14 in.

**Line 35**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

Industrial Technology, Saw Equipment, In-Shop Repair Rate, Types to include: Abrasive Metal Cut-Off - 14 in., Wood Saw, Band Saw - 6 in. and 12 in., Jig Saw, Panel Saw, Scroll and Table Saws - 10 in. and 14 in.

**Line 36**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 37 Industrial Technology, Shear, Foot Squaring Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 38 Industrial Technology, Shear, Foot Squaring Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 39 Industrial Technology, Grinder, Pedestal Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 40 Industrial Technology, Grinder, Pedestal Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 41 Industrial Technology, Grinder, Angle, 7 in. and 9 in. Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 42 Industrial Technology, Grinder, Angle, 7 in. and 9 in. Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 43 Industrial Technology, Tables, Router and Shaper Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$150.00</u></b>

**Line 44 Industrial Technology, Tables, Router and Shaper Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>
<u>Circle Saw Builders Supply</u>	1	Hour	<b><u>\$100.00</u></b>

**Line 45 Industrial Technology, Router, CNC Patriot Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 46 Industrial Technology, Router, CNC Patriot Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 47 Industrial Technology, Floor Jack, Hydraulic Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 48 Industrial Technology, Floor Jack, Hydraulic Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

Industrial Technology, Welding Equipment, On-Site Repair Rate, Types to include: MIG, Plasma

**Line 49 Arc, Spot, Stick, Portable and TIG.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>AllTex Welding Supply, Inc</u>	1	Hour	<b><u>\$250.00</u></b>

Industrial Technology, Welding Equipment, On-Site Repair Rate, Types to include: MIG, Plasma

**Line 50 Arc, Spot, Stick, Portable and TIG.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>AllTex Welding Supply, Inc</u>	1	Hour	<b><u>\$127.00</u></b>

**Line 51 Industrial Technology, Table, Plasma Cutting, CNC Plasma Cam Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>
<u>AllTex Welding Supply, Inc</u>	1	Hour	<b><u>\$250.00</u></b>

**Line 52 Industrial Technology, Table, Plasma Cutting, CNC Plasma Cam Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>
<u>AllTex Welding Supply, Inc</u>	1	Hour	<b><u>\$127.00</u></b>

**Line 53 Industrial Technology, Engraver, Laser, Helix Epilog Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>
<u>Lab Resources, Inc.</u>	1	Hour	<b><u>\$280.00</u></b>

**Line 54 Industrial Technology, Engraver, Laser, Helix Epilog Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Teaching Systems, Inc</u>	1	Hour	<b><u>\$85.00</u></b>

**Line 55 FCS Sewing Equipment, Sewing Machine or Serger Equipment, On-Site Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Bobbins &amp;Threads, LLC</u>	1	Hour	<b><u>\$75.00</u></b>
<u>Kells Sewing Machine and Vac Repair</u>	1	Hour	<b><u>\$120.00</u></b>

**Line 56 FCS Sewing Equipment, Sewing Machine or Serger Equipment, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Bobbins &amp;Threads, LLC</u>	1	Hour	<b><u>\$75.00</u></b>
<u>Kells Sewing Machine and Vac Repair</u>	1	Hour	<b><u>\$120.00</u></b>

**Line 57 Agriculture - Livestock Scales and other Livestock Equipment Repair, On-Site Repair Rate.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 58 Agriculture - Livestock Scales and other Livestock Equipment Repair, In-Shop Repair Rate.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Energy Training Associates, LLC (Richard Gilbert)</u>	1	Hour	<b><u>\$60.00</u></b>

**Line 59 Poster Printer and Laminator Equipment Repair, On-Site Repair Rate.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
<u>Lab Resources, Inc.</u>	1	Hour	<b><u>\$280.00</u></b>
<u>Technical Laboratory Systems, Inc.</u>	1	Hour	<b><u>\$1,250.00</u></b>

**Line 60 Poster Printer and Laminator Equipment Repair, In-Shop Repair Rate.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u> <sup>a</sup>
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**Line 61 Health Science – Microscopes and other Health Science Equipment Repair, On-Site Repair Rate.**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u> <sup>a</sup>
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**Line 62 Health Science – Microscopes and other Health Science Equipment Repair, In-Shop Repair Rate**

<u>SUPPLIER</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u> <sup>a</sup>
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**26-02-4900R-RFP Career and Technology Equipment Repair Service**

**TEAM SCORE SUMMARY**

<b>Company/Vendor Name</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Average Score</b>	<b>Ranking</b>
AllTex Welding Supply, Inc	96.40	96.40	96.40	96.40	4.00
Billings Equipment Solutions L. L. C.	96.40	96.40	95.40	96.07	5.00
Bobbins &Threads, LLC	92.80	97.80	84.30	91.63	8.00
Circle Saw Builders Supply	98.20	98.20	96.10	97.50	2.00
Energy Training Associates, LLC	98.80	98.80	98.80	98.80	1.00
Kells Sewing Machine and Vac Repair	90.60	93.60	88.40	90.87	10.00
Lab Resources, Inc.	90.00	94.00	90.40	91.47	9.00
MTF Equipment Sales	93.80	98.80	98.80	97.13	3.00
RBB Technical & Training Services, Inc.	94.40	96.40	93.80	94.87	6.00
Teaching Systems, Inc	93.30	94.80	94.70	94.27	7.00
Technical Laboratory Systems, Inc.	90.30	92.80	85.00	89.37	11.00

Award Supplier(s) scoring 70.00 and above.

*Mark Williams, Director of CTE*

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**Memo:**

**To:** James Briscoe, *Director of Procurement Services*

**From:** Mark Williams, *Director of CTE*

**Subject:** *Contract 26-02-4900R-RFP Award Recommendation – Career and Technology Equipment Repair Service*

**Date:** 12/16/2025

Upon careful review and evaluation of the proposals submitted for Contract 26-02-4900R-RFP, we recommend that the vendors scoring (70) seventy percent or higher on the Evaluation Matrix be granted the contract due to their ability to offer the best value to the district.

The contract will be valid for one (1) year until January 31, 2027, and will renew automatically for four (4) additional one-year terms until January 31, 2031, unless either party provides a written notice of non-renewal at least thirty (30) days in advance. Upon mutual agreement, proposed prices can be extended beyond the firm price offer date on a month-to-month basis for up to 6 months.

Vendors awarded the Career and Technology Equipment Repair Service RFP will provide maintenance and repair services for industry-based equipment used in the Cypress-Fairbanks ISD CTE shops and classrooms to support student instruction.

Should you have any inquiries or require additional information regarding this recommendation, please do not hesitate to reach out.

Sincerely,

Mark Williams

Director of CTE Cypress-Fairbanks ISD  
Mark.Williams@cfisd.net

**Safe Schools Data**

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, ~~as defined by the Penal Code~~, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
  - a. Attempted murder;
  - b. Indecency with a child;
  - c. Aggravated kidnapping;
  - d. Aggravated assault on someone other than a District employee or volunteer;
  - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
  - f. Aggravated robbery; ~~or~~
  - g. Continuous sexual abuse of a young child or disabled individual; ~~or~~
  - h. [Bullying defined under TEC 37.0052\(b\)](#)

**School Safety Transfers**

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

**From a Persistently Dangerous School**

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the

beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

**For a Victim of a  
Violent Criminal  
Offense**

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer  
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

**Safe Schools Data**

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
  - a. Attempted murder;
  - b. Indecency with a child;
  - c. Aggravated kidnapping;
  - d. Aggravated assault on someone other than a District employee or volunteer;
  - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
  - f. Aggravated robbery;
  - g. Continuous sexual abuse of a young child or disabled individual; or
  - h. Bullying defined under TEC 37.0052(b)

**School Safety Transfers**

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

**From a Persistently Dangerous School**

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

**For a Victim of a  
Violent Criminal  
Offense**

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer  
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

**Absences  
Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has ~~attended~~ **been in attendance for 90 percent of the re-** ~~quired percentage of days under this policy.~~

**Attendance  
Committees**

The Board ~~shall establish~~ **authorizes the establishment of** an attendance committee or as many **attendance** committees as necessary for efficient implementation of ~~Education Code 25.092 state law.~~

The Superintendent or designee ~~shall~~ **is authorized to** make the specific appointments in accordance with legal requirements.

**Parental Notice of  
Excessive Absences**

A student in secondary school and the student's parent shall be notified following the student's fifth absence. A student in elementary school and the student's parent shall be notified following the student's tenth absence. A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

**Methods for  
Regaining Credit or  
Awarding a Final  
Grade**

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

~~Petitions~~ **A petition** for credit or a final grade may be filed ~~at any time the student receives notice but, in any event, no later than 30 days after the last day of classes~~ **in accordance with administrative regulations.** The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade.

~~The~~ **Regardless of whether a petition is filed, the** attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

**Personal Illness**

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest  
Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

**Guidelines on  
Extenuating  
Circumstances**

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

**Imposing Conditions  
for Awarding Credit  
or a Final Grade**

The attendance committee or principal, as applicable, is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee or principal, as applicable, shall consider the student's unique circumstances and, if necessary, shall impose conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.

3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

### **Appeal Process**

A parent or student may appeal the decision of a campus attendance committee to the District-level attendance committee.

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

**Absences  
Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has been in attendance for 90 percent of the days.

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The Board authorizes the establishment of an attendance committee or as many attendance committees as necessary for efficient implementation of state law.

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If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

A petition for credit or a final grade may be filed in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade.

Regardless of whether a petition is filed, the attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

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