**Notice of Board Work Session**
**by Videoconference or Telephone Call**
**Board of Trustees**
**Thursday, June 13, 2024**

A Board Work Session of the Board of Trustees will be held on Thursday, June 13, 2024, beginning at 6:00 PM, Boardroom of the Mark Henry, Ed.D. Administration Building, 11440 Matzke Road, Cypress, Texas 77429.

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

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

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

*Notice of this meeting was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building on June 10, 2024 at 4:00 p.m.*

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

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

1. **REMARKS AND ANNOUNCEMENTS**

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

2. **RECOGNITIONS**

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

3. **BOARD COMMENTS**

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

4. **CITIZEN PARTICIPATION**

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

**CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON MONDAY, JUNE 17, 2024.**

5. **REPORTS**

A. The administration will provide a written report of the School Health Advisory Council (SHAC) annual activities to the Board of Trustees.

B. The administration will provide a report on generating additional revenue for the district.

C. The administration will provide a written report on the cooperative purchasing fees paid by the district for the 2022-2023 fiscal year.

6. **PUBLIC HEARING**

A. The Board will hold a public hearing on the adoption of the 2024-2025 budget at 6:00 p.m. on Thursday, June 13, 2024.

7. **CONSENT AGENDA**

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

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

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

D. The Board will consider approving a list of qualified financial institutions, brokers/dealers, investment pools and investment advisors that are authorized to engage in investment transactions with the district.

E. The Board will consider a resolution approving the district's investment policy and investment strategy, the investment officers of the district, the independent sources of instruction relating to investment responsibilities for the investment officers of the district, and investment training hours.

F. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Tarleton State University regarding the Distinguished High School Partnership Program.

G. The Board will consider authorizing the superintendent to execute an Agreement & Memorandum of Understanding with the Texas Higher Education Coordinating Board (THECB), Texas A&M University, related to the Advise TX College Advising Corps Program.

H. The Board will consider authorizing the superintendent to execute the 2024-2025 Interlocal with

Harris County Resources for Children and Adults (HCRCA) to provide the services of fifteen (15) Youth Service Specialists and two (2) Coordinators to assist with the specialized services for students and families in the Cypress-Fairbanks Independent School District.

I. The Board will consider approving the Memorandum of Understanding between Harris County Juvenile Board and Cypress-Fairbanks ISD to participate in the JJAEP for the 2024-2025 school year.

J. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with the University of Houston-Victoria (UHV) to implement an unpaid teacher residency program.

K. The Board will consider a request for a TEA Missed School Days Waiver and Low Attendance Day Waiver for the instructional days impacted due to Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding that occurred on May 16, 2024.

L. The Board will consider approving a request for a Texas Education Agency waiver that allows the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction for the 2024-2025 school year.

M. The Board will consider approving the attached list of facilities for Off-Campus Physical Education, Category I, for the 2024-2025 school year.

N. The Board will consider authorizing the superintendent to execute the renewal of the 2024-2025 Interlocal Agreement with Harris County for specialized services at the Academic Behavior School (ABS) West.

O. The Board will consider authorizing the superintendent to execute the renewal of the 2024-2025 Interlocal Agreement with Harris County for school-based therapy services.

P. The Board will consider granting a temporary construction easement to the North Harris County Regional Water Authority (NHCRWA) and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

Q. The Board will consider approving the Interlocal Agreement between Harris County Municipal Utility District (HCMUD) No. 364, HCMUD No. 365, and Cypress-Fairbanks ISD for funding to purchase and install playground equipment at Sampson Elementary School and authorize the Superintendent or designee to negotiate the final terms and execute all related documents. [This item may be discussed in closed session pursuant to Section 551.071 and Section 551.072.]

R. The Board will consider approving the CenterPoint Energy Houston Electric, LLC blanket utility easement to provide underground electrical service at Jarvis Transportation Center and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

S. The Board will consider approving the granting of a temporary workspace easement to ExxonMobil Pipeline Company (EMPCo), at Danish Elementary, and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

T. The Board will consider approving the granting of a temporary workspace easement to Enterprise Crude Pipeline, LLC, at Danish Elementary and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

U. The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:

1. 2023 Maintenance/Operations Renovations

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

1. Adobe for Instructional & Administrators
2. Art and Miscellaneous School Supplies

3. Assorted food Services for Nutrition Services
4. Auto, Liability, Cyber Insurance & Workers' Compensation Third Party Administration
5. Building Materials and General Maintenance, Repair, & Operations (MRO) Supplies
6. Child Nutrition/Food Services Fleet Vehicles #25-269
7. Classroom Supplies and Curriculum Equipment – Amendment
8. Contracted Educational Services and Professional Development Services
9. District Fundraiser Services
10. Farm to school Produce for Nutrition Services
11. Leave Management Software
12. Medicaid & Student Health Related Billing Services (SHARS)
13. Produce for Nutrition Services
14. Restaurant/Catering and Delivery Services
15. Security Courier Services
16. Single Sign-on Integration
17. Spirit Apparel and Promotional Items
18. Transport Cabinets for Nutrition Services
19. Vending Machine Services

8. **NON-CONSENT AGENDA**

A. The Board will consider approving engagement with Weaver and Tidwell, L.L.P. to perform efficiency audit services.
B. The Board will consider approving the District's Hazardous Traffic Conditions Resolution as required by TEA to receive supplemental transportation funding.
C. The Board will consider the adoption of the 2024-2025 Budget, including the 2024-2025 staff compensation plan.
D. The Board will consider approving on first reading additions, revisions, or deletions to district policies:

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

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

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

F. The Board will consider approving the 2024-2025 Cypress-Fairbanks ISD Student Code of Conduct.
G. The Board will consider nominations for the Region 4, Position F, large district member seat on the TASB Board of Directors.
H. The Board will consider a Level 1 complaint filed by an employee (A. Royer) regarding adoption of science instructional materials. [This item may be discussed in closed session pursuant to Section 551.071.]
I. The Board will consider making a determination that good cause did not exist as required by law for Sarah Carr, Michael Janak, Olajumoke Orundami, and April Reed, to resign their respective employment contracts. [This item may be discussed in closed session pursuant to Section 551.074.]
J. The Board will consider a Level IV appeal (M. Hmeda) of a Level III decision. [This item may be discussed in closed session pursuant to Section 551.0821.]

9. **INFORMATION ITEMS**

A. Board committee updates.

B. Recap of Board member requests for information.

10. **CLOSED SESSION**

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

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

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

11. **ADJOURNMENT**

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

On June 10, 2024 at 4:00 p.m., this notice was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building.

For the Board of Trustees

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

*Dr. Douglas Killian*
*Superintendent of Schools*

*Melinda Hood, R.N., BSN*
*Director, Health Services*

June 02, 2024

Dr. Doug Killian, Superintendent
Board of Trustees, Cypress-Fairbanks ISD

In accordance with Title 2, Chapter 28, Section 28.004 of the Texas Education Code, the Cypress-Fairbanks ISD School Health Advisory Council (SHAC) assists the district in ensuring that local community values are reflected in health education instruction. Additionally, the SHAC plays an important role in helping parents and community stakeholders reinforce the knowledge and skills children need to be healthy for a lifetime. Four meetings were held during the 2023-2024 academic school year on September 19, 2023, October 31, 2023, February 28, 2024, and April 23, 2024.

The SHAC worked to address the goals, topics, and recommendations listed below.

SHAC goals:

- To address topics included in the coordinated school health model, including recess, human growth & development education, safe schools, mental health, and childhood nutrition.

SHAC topics of discussion:

- The Guidance and Counseling department provided Fentanyl Abuse Prevention and Drug Poisoning Awareness Curriculum presentations for secondary students as required by HB 3908. This included fentanyl threats, community awareness, and the effectiveness of naloxone as a countermeasure for those who have an opioid overdose/poisoning. The curriculum was then recommended to the Board for approval.
- The Bylaws Subcommittee was created to review SHAC bylaws and to update the bylaws to reflect new requirements mandated by Texas legislature.
- FFA Local policy states that the SHAC shall participate in the development of nutrition guidelines and wellness goals as required by law. The goals focused on nutrition, physical activity, and wellness. A subcommittee was formed to create goals, objectives, and strategies aimed at promoting the well-being of the CFISD community. The wellness plan goals and objectives are also measurable, allowing for the effective tracking of progress and outcomes primarily by Nutrition Services. The plan was adopted by the SHAC, and progress will be reported at future SHAC meetings.
- The Physical Education Subcommittee focused on reviewing the results of campus surveys, which provide valuable feedback to gauge the needs and preferences of our school community regarding health and wellness initiatives. The subcommittee is committed to exploring additional recreational opportunities to encourage fitness outside of P.E. classes and UIL activities.

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- Individuals from the Safe and Supportive Schools Program Committee presented information about the initiative to focus on school safety and mental health.
- The Health Services Department and the Guidance and Counseling Department both provided reviews of the essential roles of their departments.

SHAC recommendations for your consideration:

- None

Sincerely,

*Melinda Hood, R.N., BSN*

Director, CFISD Health Services

# Generating Revenue Recommendations Update

June 13, 2024

# Generating Revenue Recommendations

| Description | Revenue | Rank |
|---|---|---|
| Sell alcohol at Berry Center at non-school events | Avg. $450/wedding<br>Avg. $6,000/non-Christian concert | 1 |
| Increase facilities use fees (effective July 1) | $95,000 | 2 |
| Increase Natatorium fees (effective July 1) | $275,000 | 3 |
| Develop RFP for naming rights agreements for BC Stadium, Arena, Theatre, Conference Center, Natatorium, VPAC, Pridgeon Field | $400,000 | 4 |
| Increase adult varsity football ticket prices | $184,641 | 5 |
| Charge $100 student transfer application fee (effective April 2025) | $270,000 | 6 |
| Allow for-profit use of facilities and exhibit center | $10,000 | 7 |
| Allow advertising on Natatorium scoreboard | $35,000 | 8 |
| Increase Berry Center parking fee on concert tickets | $12,000 | 9 |
| Allow non-profit rental to include <80% CFISD students | $9,000 | 10 |
| Increase student parking fee to $75 (effective July 1) | $135,000 | 11 |
| Allow advertising on athletics tickets | $8,000 | 12 |
| Allow advertising on baseball/softball fences | $20,000 | 13 |
| Move Summer ELC to Telge to increase capacity (effective June 2025) | $20,000 | 14 |
| Allow rental of parking lots during school closure | $4,000 | 15 |
| Increase rental fee agreements for non-district playoff games (effective July 1) | TBD | 16 |
| Increase availability of HS auditoriums for rental | $4,500 | 17 |
| Raise concession prices at Berry Center | $121,236 | 18 |

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# Generating Revenue Recommendations

| Description | Revenue | Rank |
|---|---|---|
| Voter Approved Tax Rate Election – Nov. 2024 or Nov. 2025 (Harris County election estimate cost of $765,000) | $109,000,000 | 18 |
| Utilize HUDL TV to include advertising opportunities | TBD | 19 |
| Host childcare conference for daycare staff | $20,000 | 20 |
| Allow advertising on MS/HS football fields/tracks | $20,000 | 21 |
| Add after-school enrichment classes for elementary students (Club Rewind) | $200-300/class | 22 |
| Extend available spots at Summer ELC to community | $2,000 | 23 |
| Add parents' night out events for pre-school and elementary students (Club Rewind & ELC) | $1,000/event | 24 |
| Establish partnerships with hotels for event rebates | $630 | 25 |
| Eliminate non-profit discounts for Berry Center rentals | $11,600 | 26 |
| Enter in athletics uniform brand agreement | Rebate/incentive | 27 |
| Expand number and/or capacity of ELCs (will probably require a bond program) | $65,000 | 28 |
| Reduce number of free transcript adjustments (effective July 1) | $2,000 | 29 |
| Allow rental of MS/HS fields, tracks, baseball & softball (will need to add cost recovery for wear & tear) | | 30 |
| -MS tracks | $2,500 | |
| -MS practice fields | $1,250 | |
| -HS stadium fields | $750 | |
| -HS baseball & softball fields | $2,000 | |

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# Generating Revenue




## Community Engagement

**Under development:**

- Expand naming rights of facilities
  - ✓ Develop RFP for naming rights consultant
- Allow advertising on athletics tickets
- Allow advertising in Natatorium
- Allow advertising at HS athletics complexes
  - ✓ Site research for advertising locations/pricing

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# Generating Revenue



## Interdistrict Student Transfers

**Under development:**

- Allow non-resident inter-district transfers
  - ✓ Revise FDA (Local)

# Generating Revenue



## Outside Facilities Use

- Increase outside facilities use and Natatorium fees

**Under development:**

- Revise GKD (Local)
  - ✓ Allow for-profit use of facilities
  - ✓ Allow rental of parking lots, baseball and softball fields

# Generating Revenue



## Berry Center

**Under Development:**

- Allow the sell of alcohol at non-District sponsored events
  - ✓ Revise GKD (Local)

# Questions?

FINAL 06/04/2024

**Purchasing Cooperative Fee**
**Fiscal Year 2022-2023**

| Cooperative | Assessed Fee(s) | Purpose of Fee(s) | CFISD Contract Number |
|---|---|---|---|
| 1Government Procurement Alliance | **$0.00** | **N/A** | **21-07-1005** |
| Central Texas Purchasing Alliance (CTPA) | **$150.00** | **Membership Fee** | **21-07-1025** |
| Department of Information Resources (DIR, State of Texas Contract) | **$0.00** | **N/A** | **21-07-1030** |
| E&I Cooperative Services | **$0.00** | **N/A** | **21-07-1033** |
| Education Service Center (ESC 19) Allied States Cooperative | **$0.00** | **N/A** | **21-07-1034** |
| Education Service Center Region XI Cooperative Purchasing Program (ESC Region XI) | **$0.00** | **N/A** | **21-07-1055** |
| Equalis Group | **$0.00** | **N/A** | **21-07-1032** |
| Harris County Department of Education (HCDE) Choice Partners | **$0.00** | **N/A** | **21-07-1015** |
| Houston-Galveston Area Council (HGAC) | **$0.00** | **N/A** | **21-07-1035** |
| National Cooperative Purchasing Alliance (NCPA) | **$0.00** | **N/A** | **21-07-1038** |
| OMNIA Partners (formally NIPA, TCPN, U.S. Communities) | **$0.00** | **N/A** | **21-07-1040** |
| Purchasing Association of Cooperative Entities (PACE) ESC Region XX | **$0.00** | **N/A** | **21-07-1045** |
| Purchasing Solutions Alliance (PSA) | **$0.00** | **N/A** | **21-07-1050** |
| Sourcewell Purchasing Cooperative | **$0.00** | **N/A** | **21-07-1062** |
| State of Texas Cooperative Purchasing Program (TXMAS) Comptroller of Public Accounts | **$100.00** | **Membership Fee** | **22-07-1065** |
| Texas Payment Card Consortium (City of Fort Worth) | **$0.00** | **N/A** | **21-07-1020** |
| The Interlocal Purchasing Systems (TIPS) | **$0.00** | **N/A** | **21-07-1063** |
| The Local Government Purchasing Cooperative (Buyboard/TASB) | **$800.00** | **Vehicle Transaction Fees** | **21-07-1010** |

# Proposed General Operating Budget

2024-2025

# Estimated General Fund 2023-2024

| DESCRIPTION | ESTIMATED AMOUNT |
|---|---|
| Estimated Surplus (Deficit) After Federal Funding – Adopted Budget | ($73,612,073) |
| Additional Federal Stimulus Funding | 5,000,000 |
| Decrease SHARS Federal Funds | (10,300,000) |
| Interest Income Increase | 10,000,000 |
| ESSER Indirect Costs | 11,800,000 |
| Estimated Unfilled Positions | 42,000,000 |
| Estimated Windstorm Damage | (5,622,180) |
| **Estimated Surplus (Deficit) June 30, 2024** | **($20,734,253)** |

**Potential Factors Impacting Deficit**:

- ✓ Unfilled positions
- ✓ Interest income
- ✓ Prior year property value audit
- ✓ Average daily attendance
- ✓ Unspent funds other than payroll
- ✓ Windstorm damage
- ✓ 50% recognition LOHE

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# Budget Goals



RETAIN AND RECRUIT QUALITY STAFF



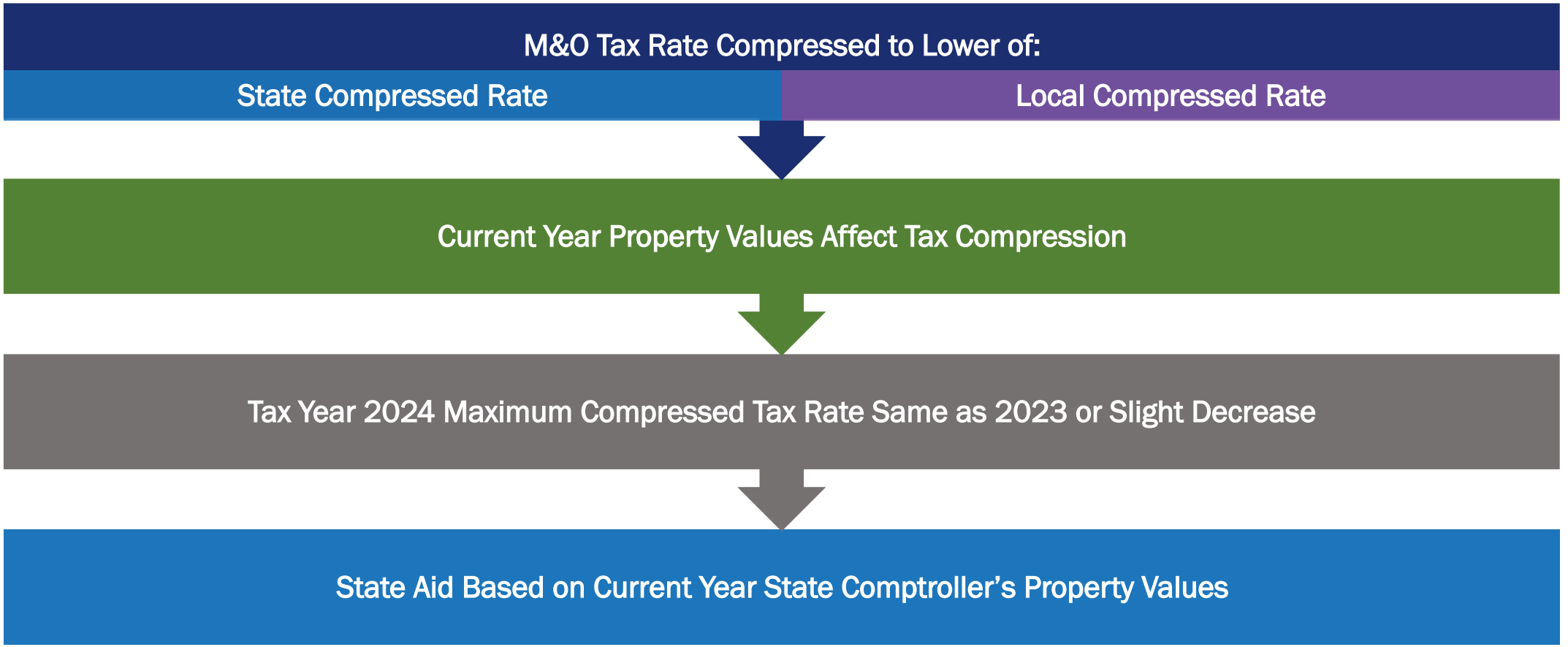
PRESERVE QUALITY OF INSTRUCTION AND SERVICES



PRIORITIZE STUDENT AND STAFF SAFETY

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# Property Values and Tax Compression




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# Considerations for Budget 2024-2025



## Increase Revenues

Budget Reduction Advisory Committee formed to discuss efficiencies, sources of new revenue and potential budget cuts

A 1% increase in ADA provides approximately $7.4M



## Reduce Expenditures

Budget Reduction Advisory Committee formed to discuss efficiencies, sources of new revenue and potential budget cuts

Approximately 90% of budget is payroll



## Utilize Portion of Fund Balance

Requires Board of Trustees approval

Minimum of 4 months of expenditures in fund balance recommended

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# Budget Assumptions

- Expiration of ESSER funding (September 2024)
- Reduced expenditures ($58M)
  - Reducing positions – no layoffs
- Payroll at 98% fill rate ($20M)
- Minimal enrollment growth (0.28%)
- Salary increase on greater of midpoint or base of 1% for all levels of administration and 2% for teachers, paraprofessionals, and hourly; and increase in teacher starting salary to $63,000 ($17M)

# Budget Assumptions

- Reduction of SHARS funding ($10.3M)
- Continued 2% ADA decrease ($15M)
- Operating costs for Byrd Elementary ($2.4M)
- Increase in property values (2.44%)
- Does not include BRAC revenue recommendations
- No increase for 50% recognition of LOHE ($31.5M)

$58 Million Budget Reduction Plan **($58,686,391)**

- District-Level Staff Reductions - $5,765,976
  - 42 Curriculum Coaches/Helping Teachers
  - 1 Asst. Supt.
  - 6 Directors/Coordinators/Managers
  - 35 Support Staff/Administrative Assistants
  - 11 Other Professional-Level positions
- Campus-Level Staff Reductions - $29,714,830
  - 13 campus administrators
  - 120 other professional support staff
  - 278 classroom teachers
  - 31 clerical/support staff
- Maintenance and Operations Staff Reductions - $2,120,000
  - 60 Operations positions
  - 21 Maintenance positions
- Transportation Department Budget Reductions - $4,780,035
  - Includes labor, fuel, maintenance, and miscellaneous operating costs
- Non-Staff Miscellaneous Budget Reductions - $16,305,550

# $58 Million Budget Reduction Plan

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# History of CFISD Salary Increases

| YEAR | TEACHER SCALE | PARA/HOURLY | ADMINISTRATION |
|---|---|---|---|
| 2014-2015 | $2,600 | 3.25% | 3.25% |
| 2015-2016 | $2,000 | 5% | 4% |
| 2016-2017 | 2% | 3% | 2% |
| 2017-2018 | 3% | 3% | 3% |
| 2018-2019 | 3% | 3% | 3% |
| 2019-2020 | 3%≤5 years; 3.5%>5 years; and $1,000 one-time salary increase | 3% and $500 one-time salary increase | 3% and $500 one-time salary increase |
| 2020-2021 | Add $1,000 one-time salary increase to base + 1% salary increase | Add $500 one-time salary increase to base + 1% salary increase | Add $500 one-time salary increase to base + 1% salary increase |
| 2021-2022 | 5% | 5% and $1,000 stipend | 5% |
| 2022-2023 | 2% and $1,000 stipend | 2% and $2,000 stipend | 2% and $1,000 stipend |
| 2023-2024 | 3% | 3% | 3% |

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# Proposed General Fund 2024-2025

| DESCRIPTION | PROPOSED BUDGET |
|---|---|
| Local Revenues | $497,902,404 |
| State Revenues | 571,901,352 |
| Federal Revenues | 16,500,000 |
| Other Sources | 500,000 |
| Total Revenues | $1,086,803,756 |
| Expenditures | $1,164,278,145 |
| Surplus (Deficit) | ($77,474,389) |

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# General Fund Expenditures 2024-2025

| OBJECT | PROPOSED BUDGET | PERCENT |
|---|---|---|
| Payroll Costs | $1,043,960,166 | 89.67% |
| Contracted Services | 68,650,262 | 5.90% |
| Supplies & Materials | 30,766,571 | 2.64% |
| Other Operating | 20,278,429 | 1.74% |
| Capital Outlay | 622,717 | 0.05% |
| Total | $1,164,278,145 | 100.00% |

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# General Fund Expenditures 2024-2025

| FUNCTION | PROPOSED BUDGET | PERCENT |
|---|---|---|
| Instruction | $764,214,912 | 65.64% |
| Instructional Resources & Media | 5,338,804 | 0.46% |
| C&I Staff Development | 11,264,959 | 0.97% |
| Instructional Leadership | 9,059,411 | 0.78% |
| School Leadership | 64,262,743 | 5.52% |
| Guidance & Counseling | 48,445,444 | 4.16% |
| Social Work Services | 742,012 | 0.06% |

# General Fund Expenditures 2024-2025

| FUNCTION | PROPOSED BUDGET | PERCENT |
|---|---|---|
| Health Services | $13,557,683 | 1.16% |
| Student Transportation | 48,221,482 | 4.14% |
| Co/Extracurricular Activities | 24,255,093 | 2.08% |
| General Administration | 19,053,493 | 1.64% |
| Plant Maintenance & Operations | 92,695,713 | 7.96% |
| Security & Monitoring Services | 14,376,621 | 1.24% |
| Data Processing Services | 25,472,139 | 2.19% |

CFISD

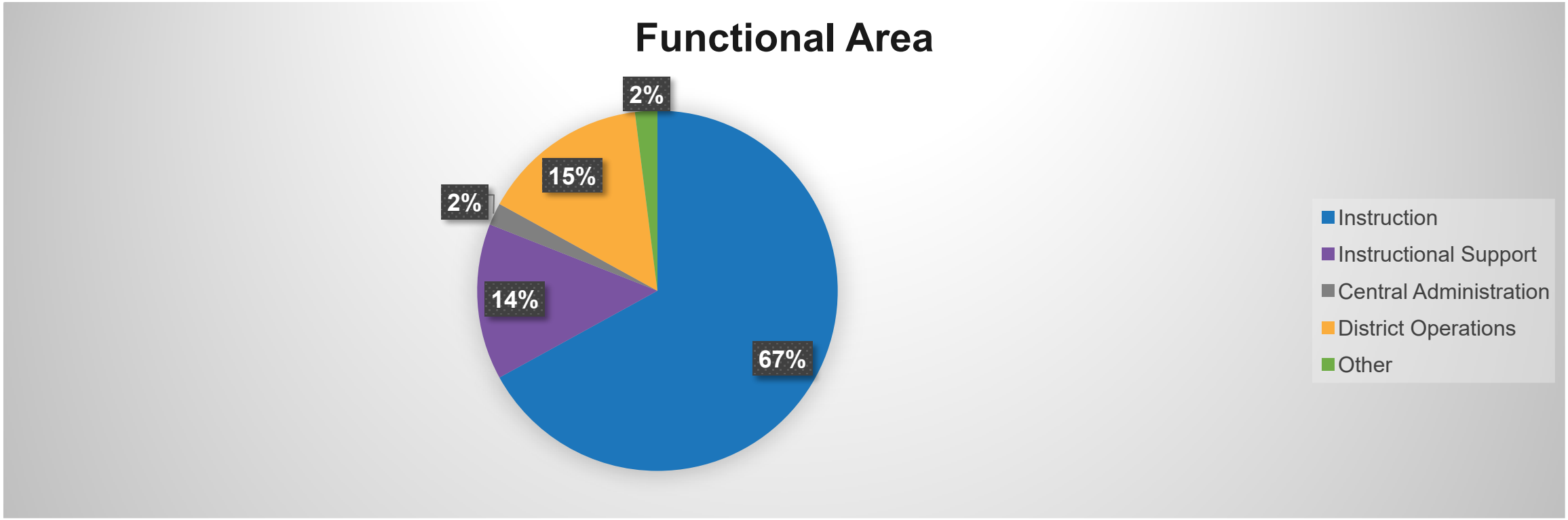
# General Fund Expenditures 2024-2025

| FUNCTION | PROPOSED BUDGET | PERCENT |
|---|---|---|
| Community Services | $11,051,055 | 0.95% |
| Debt Service | 2,627,821 | 0.23% |
| Facilities Acquisition & Construction | 487,500 | 0.04% |
| Payments to Fiscal Agents SSA | 1,833,260 | 0.16% |
| Payments to JJAEP | 55,000 | 0.00% |
| Other Intergovernmental Charges | 7,263,000 | 0.62% |
| Total* | $1,164,278,145 | 100.00% |

*Includes $12.8M in accelerated instruction [TEC 29.081(b-1)]

CFISD

# General Fund Expenditures 2024-2025



# Debt Service Fund Budget 2024-2025

| DESCRIPTION | PROPOSED BUDGET |
|---|---|
| Revenues: | |
| Local | $269,424,661 |
| State | 34,479,811 |
| Federal | 168,864 |
| Total Revenues | $304,073,336 |
| Expenditures: | |
| Debt Service | 304,073,336 |
| Total Expenditures | $304,073,336 |

CFISD

# Food Service Fund Budget 2024-2025

| DESCRIPTION | PROPOSED BUDGET |
|---|---|
| Revenues: | |
| Local | $14,418,966 |
| State | 332,696 |
| Federal | 58,913,012 |
| Total Revenues | $73,664,674 |
| Expenditures: | |
| Food Service | 72,354,589 |
| Maintenance & Operations | 1,310,085 |
| Total Expenditures | $73,664,674 |

CFISD

# Fund Balance

## The total accumulation of operating surpluses and deficits

## Importance of adequate fund balance

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

## How much fund balance is needed

- Minimum of 4 months for June 30 year end

## How is fund balance replenished

- Operating surplus

## Estimated months in fund balance at 6/30/2025

- 4.68 months

CFISD

# Questions?

CFISD

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**
**BOARD OF TRUSTEES**
**MAY 6, 2024**
**REGULAR BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, May 6, 2024, in the Boardroom of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building, located at 11440 Matzke Road, Cypress, Texas 77429.

## MEETING OPENING

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

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

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

Dale Inman, Senior Pastor, Autumn Creek Baptist Church, delivered the invocation.

The following Cypress Creek High School AFJROTC cadets presented the colors for the meeting: The US Flag was carried by Cadet Major Carrie Tucaling; on right rifle was Cadet Master Sergeant Annette Montoya, the Texas Flag was carried by Cadet Senior Airman Mu Paw; and on left rifle was Cadet 1st Lt. Calab Barham. These cadets presented the colors under the direction of Major Craig A. Llorance, Retired USAF.

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

## 1. Remarks and Announcements

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

Dr. Killian thanked Vanessa Koch and Teri Bradshaw for organizing the CFISD AVP Showcase held at the VPAC, which celebrated the best of the best videos from AVP students around the district. The Showcase was judged by professionals in the industry. In appreciation for Vanessa and Teri's hard work and support for the student AVP program, Dr. Killian presented a superintendent coin to each of them.

Dr. Killian turned the floor over to Christina Cole, Chief Officer for School Leadership, who introduced the following new administrators: Chris Hecker, Assistant Superintendent for School Leadership; Yvette Garcia, Principal, Bane ES; Rebecca Hignight, Principal, Moore ES; Courtney Nespeca, Principal, Swenke ES; Michael George, Principal, Dean MS; and Stacie Everson, Principal, Salyards ES.

## 2. Recognitions

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

Board President Henry, along with fellow Board members, recognized two staff members for their outstanding job performance in "Bringing Out the Best" program. Those staff members were Sophea Graves, Administrative Assistant to the Director of Advanced Academics and Edgar Cuevas, Teacher at Willbern Elementary School.

**2.B.** Raba Kistner, Inc. presented Melissa McKay, teacher, at Aragon Middle School and coordinator of the CFISD Special Olympics Program with a $10,000 check.

The donated funds will be used to purchase new equipment for CFISD students.

**2.C.** The Board recognized Mike and Darlene Jarrar of Jarrar & Company Inc., as the winner of the Volume Buyer Buckle for the 2024 CFISD Livestock Show.

**2.D.** The Board recognized CFISD students for their achievements and accomplishments in various fields at the national and state levels and for exceptional or unique status.

Board President Henry called for a recess at 7:05 p.m.

Board President Henry called the meeting back to order at 7:13 p.m. The Board proceeded with Board Comments.

**3. Board Comments**

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

**3.A. Board member Justin Ray** shared positive comments about his campus visits to Ault and Woodard Elementary Schools, Cy-Falls High School, Labay and Kahla Middle Schools, and along with Representative Lacey Hull, Truitt Middle School. Mr. Ray attended several committee meetings, the fifth-grade Choral Festival at the Berry Center and the Student Tech Expo during the past month. He gave a special shout-out to Cy-Creek "Superstar" Navia Makapadi and shared her goals with e-waste (electronic waste). Mr. Ray concluded his comments by sharing his comments on the upcoming budget cuts.

**Board member Lucas Scanlon** shared that he had recently visited Postma Elementary School and Anthony Middle School. Mr. Scanlon congratulated principal Teresa Bell for her upcoming retirement and thanked Dr. Vivian Bennett and her students for the great visit. In visiting with principals throughout the year, Mr. Scanlon reported that principals would like to be involved in the education process so they could communicate what is best for their community. The administration provided this support so that principals could best meet the needs of CFISD students. Mr. Scanlon assured the community that, even with budget cuts, going forward they have the best interests of students and will hit the goal of bringing out the best in all students.

**Board member Todd LeCompte** shared that he visited 11 schools during the past month, which included Cy-Creek HS, Sprague MS, Bleyl MS, Adam ES, Danish ES, Rowe MS, Hemmenway ES, Wells ES, Millsap ES, Cy-Fair HS, and Arnold MS. Mr. LeCompte commented on the responsibilities of the superintendent and the day-to-day operations and decisions of the district. He also shared information on librarians, support staff, administrators, professional support staff, maintenance and operations staff who, due to budget cuts, were being reassigned. Mr. LeCompte concluded his comments by sharing his proudness and respect in serving with his fellow Board members and Dr. Killian.

**Board member Dr. Natalie Blasingame** shared her comments on the recent budget cuts and the challenges facing the district. She assured the community that students and staff were top priority and CFISD will be the best place to work and learn. Dr. Blasingame shared comments on her recent campus visits to Dean Middle School, Bane Elementary School, and Cy-Creek High School. Also, during the past month, Dr. Blasingame attended the CFISD Retirement Banquet, the VIPS Appreciation Luncheon, and the Cy-FARE Retired Educators Luncheon. Dr. Blasingame thanked the Cy-Fair Police officers and nurses throughout the district as they celebrate them this month.

**Board member Christine Kalmbach** began her comments by thanking CFISD's support staff and administrators. Ms. Kalmbach spoke about rumors that have been spread among the district regarding the Superintendent's Fun Run, the VIPS Luncheon, school libraries, and the reassignment of staff. She also reported on how the administration is working with state legislators and TEA on the budget shortfall. Ms. Kalmbach thanked the Budget Reduction Advisory Committee. Ms. Kalmbach reported on her recent campus visits to A. Robison Elementary School, Kirk Elementary School, Horne Elementary School, Anthony Middle School, and Salyards Middle School. She also attended Congressman Wesley Hunt's Congressional Art Contest, the AVP Showcase, the VIPS Appreciation Luncheon, and the Cy-FARE Retired Educators Luncheon.

**Board member Julie Hinaman** shared that she visited Watkins Middle School, Cy-Park High School and Thornton Middle School during the past month. She also attended the Cy-Creek HS Algebra 1 Carnival, had lunch at Langham Creek HS to celebrate Staff Appreciation Day, attended the VIPS luncheon, Coach Sedeno's last baseball game (before retiring in June) at Langham Creek HS before, the Cy-Falls HS School Dance Spring Show, the Brautigam Center Student Leadership Impact Project, and the Cy-Springs Senior Celebration. Ms. Hinaman attended the following district events: 5th Grace Choral Festival, the Student EdTech Expo, Redefining 420, the art exhibit at the VPAC, the middle school region choir concert, the mobile library, the Retirement Banquet, the Future Educators Signing Day, VIPS Appreciation Luncheon, and the AVP Awards Ceremony. Ms. Hinaman attended various district meetings such as the SSLC, SEPAC, DEIC and the CLC. She also attended the Cy-FARE Retired Educators luncheon and continues to mentor to students at Cy-Falls, Cy-Ridge, and Cy-Park High Schools. Ms. Hinaman commented on TEA and the LOHE and the budget deficit and concluded her comments by asking the community to "stick together" during these hard times.

**Board member Scott Henry** shared that he had attended several district events throughout the past month while highlighting his experience at the annual CFISD Retirement Banquet. He also attended the Future Educators Signing

Day. Mr. Henry reported that over the past month he engaged in meaningful conversations with elected officials advocating for the needs of CFISD. He recently had a very productive conversation with a representative from the Governor's office and several conversations with state representatives from various districts across Texas. Mr. Henry expressed how he believes that it is best to have constructive dialogues with elected officials as these yield far more meaningful results. Mr. Henry concluded his comments by sharing how moving forward the Board is committed to securing full funding for all CFISD's programs and addressing the LOHE gap and that the Board is dedicated to producing solutions with professionalism and optimism.

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

**4. <u>Citizen Participation</u>**

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

**Speakers:**

1. Tara Cummings addressed the Board regarding saving public education.
2. Jennifer Chenette addressed the Board regarding budget cuts and cutting librarians.
3. Olivia Penrod shared a student's perspective on the district budget cuts and cutting librarians.
4. Mindi Penrod addressed the Board regarding budget cuts and asked the Board to reconsider cutting librarians.
5. Aly Fitzpatrick addressed the Board on funding public education at the state level.
6. Kristina Woods addressed the Board on the budget shortfall.
7. Joshua Allen addressed the Board on cutting librarians and other staff members.
8. Michelle Marshall addressed the Board on budget cuts and cutting staff positions.
9. Kris Schweighardt addressed the Board on the Budget Reduction Advisory Committee.
10. Frances Ramirez Romero shared information on funds for public schools from the state.
11. Maggie McCartney addressed the Board regarding budget cuts and cutting librarians.
12. Allison Collins addressed the Board on the absence of librarians in schools.
13. Ondrea Love shared how hard paraprofessionals work, helping teachers and students, and that the proposed raise is not enough to cover inflation and the rising costs of health insurance.
14. Kaleb Holmes shared his comments on the affects that cutting librarians would have on students across the district.
15. Chase West discussed the legislature's lack of concern for public education.
16. Abdisalan Ali addressed the Board regarding budget cuts and cutting librarians.
17. Kendal Clarkson addressed the Board on the lack of special education funding and support in the district.
18. Sophia Lowe addressed the Board regarding budget cuts and the removal of librarians and other faculty positions.
19. Julie Long addressed the Board on school funding and removing essential campus employees and the impact it will have on students.
20. Luke Beasley addressed the Board on the impact of cutting librarians and college specialists.
21. Lisa Abuka addressed the Board on the operating procedures and transparency of agenda items presented before a board meeting.
22. Monica Hatfield addressed the Board regarding the reduction of librarians.
23. Brook Simons addressed the Board on the possibility of losing her campuses librarian.
24. Kinsely Thompson addressed the Board regarding the reduction of librarians.
25. Aria Adhvaryu addressed the Board regarding the reduction of librarians.
26. Lesley Guilmart announced two CFISD students who were recipients of the Cypress Families for Public Schools Future Educator scholarship.
27. Lynn Blair addressed the Board on curriculum changes, budget cuts and the reduction of librarians.

The Board proceeded with **Item 5.A.** of the **Reports** portion of the agenda.

**5.A.** The administration will present an oral report on the preliminary budget for the 2024-2025 school year.

**Speakers:**

1. Ashley Buckner addressed the Board regarding librarians on each campus.
2. Jennifer Chenette addressed the funding of Texas public schools by the state.

3. Dr. Tara Cummings addressed the funding of Texas public schools by the state.
4. Kristina Woods addressed the Board on the budget, reduction of librarians, SPED.
5. Kaleb Holmes addressed the Board on budget cuts from a student's viewpoint.
6. Daniel Fernandez expressed his views on the importance of librarians at each campus.
7. Gretchen Herrera addressed the Board on the budget crisis.
8. Rosemary Wilson shared her comments on how important her librarian is to her and her school.
9. Dr. Giancarlo Toledanes shared his concerns on the reduction of librarians within the district.
10. Wendy Cowen addressed the funding of Texas public schools by the state.
11. Carden Truong encouraged the community to contact their legislators in support of funding public schools.
12. Angela Martin-Greer addressed the Board on education funding.
13. Kylee Ratliff addressed the Board on the loss of librarians and budget cuts.
14. Courtney Bhenderu addressed the Board on retaining all librarians.
15. Jeremy Eugene addressed the Board on the proposed budget and reduction in staff.
16. Monique Lee addressed the Board on the reduction of librarians.
17. Elliott Lee shared his comments on maintaining campus librarians from a student's perspective.
18. Jon Rosenthal called for the community to contact their legislators to take action on the current "historic" underfunding of public schools.
19. John Ogletree encouraged the community to come together and speak to legislators to fund Texas public schools.
20. Hunter Coburn expressed his support of his school librarian.
21. Dave Mahon shared his comments on public school's vs vouchers.
22. Diana Alexander addressed the Board on the underfunding of public schools by the state and the reduction of librarians.

CFO Karen Smith presented a PowerPoint and an oral report on the preliminary budget for the 2024-2025 school year.

Dr. Killian thanked the speakers for their public comments and for their passion for CFISD's finance system and what CFISD is facing in terms of a school district. He shared how all positions, all staff members in the district are very important to CFISD, and that all positions serve a very important and crucial need in CFISD. Dr. Killian proceeded to explain the budget cuts and transparency within the district. He shared information on the factors that have impacted the deficit since 2019-2020 – no increase in the basic allotment, the LOHE, the decrease in the average daily attendance, operational costs to open new facilities, salary increases, growth, the increases in special education, bilingual and safety and security, personnel who will make transitions into other positions within the district, healthcare costs, the expiration of federal stimulus funding, and working with state legislators.

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

**6.A.** The Board will consider approving the minutes of the April 4, 2024, Regular Board Meeting.

**6.B.** The board will consider approving the budget amendments for the period of January 1, 2024 through March 31, 2024.

**6.C.** Moved to Non-Consent.

**6.D.** The Board will consider approving the list of advanced courses for exemption purposes, 2024-2025.

**6.E.** The Board will consider approving the granting of a sanitary sewer easement to the Harris County Municipal Utility District No. 165 located along West Rd. between Westgreen Blvd. and the Grand Parkway (future Avalon development elementary site) and authorize the Superintendent or designee to negotiate the final terms and execute all related documents.

**6.F.** The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:

6.F.1. 2023 Eldridge & Falcon Transportation Renovations
6.F.2. 2023 Windfern Annex & Carlton Center Renovations

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

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

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

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

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

Board President Henry called for a motion.

Board member Justin Ray made a motion that the Board approve on first reading additions, revisions, or deletions to district policies - DEC (Local)-Compensation and Benefits: Leaves and Absences (Revise); DFBB (Local)-Term Contracts: Nonrenewal (Revise); EED(Local)-Instructional Arrangements: Student Schedules (Revise); ~~EFB (Local) Instructional Resources: Library Materials (Revise)~~; EHAB (Local)- Basic Instructional Program: Required Instruction (Elementary) (Revise).
Board member Lucas Scanlon seconded.
**Motion passed by a 7 to 0 vote.**

*** Correction to motion** – Strike EFB (Local)-Instructional Resources: Library Materials (Revise) as motion was stated incorrectly and does not reflect the actual agenda item.

**7.B.** The Board will consider approving the district instructional material recommendations for the 2024-2025 school year.

Board President Henry called for a motion.

Board member Dr. Blasingame made a motion to consider amending approval of certain materials for the 2024-2025 school year.

Clarification on Dr. Blasingame's motion from General Counsel Sims was requested by Mr. Henry. Dr. Blasingame proceeded with the following motion.

Board member Dr. Natalie Blasingame made a motion to approve the posted instructional materials in 7B for the 2024-2025 school year, with the following revisions: Biology *Savvas Learning Company Texas, Miller & Levine Experience Biology* with investigations 13 and 16 omitted; Environmental Science *Cengage Learning Inc. Environmental Science: Sustaining Your World, Texas Edition* with chapters 5 and 7 omitted, Earth Systems *Cengage Learning Inc. Earth Systems, Texas Edition* with chapters 2, 6, and 21 omitted, Principles of Education and Training *Goodheart-Willcox Company Teaching with chapters* 7, 12, 15, and 18 omitted, and Health Science Theory Clinicals *Cengage Learning Inc. DHO Health Science* with chapters 8 and 10 omitted.
Board member Christine Kalmbach seconded.

Board member Julie Hinaman shared that she did not support this amendment and recommended that the Board go back to the original motion which is to accept the instructional materials as approved by the educators who reviewed the materials, "who are experts in these fields of biology, environmental science, earth systems, principles of education training, and health science."

Discussion was held.

Board President Henry called for a vote on the amended motion.

**There were 6 votes in favor.**
**There was 1 vote opposed.**
**Motion passed by a 6 to 1 vote.**

**6.C.** The Board will consider approving the 2024-2025 TEKS Certification Form.

Board member Dr. Natalie Blasingame made a motion that the Board approve the 2024-2025 TEKS Certification Form.
Board member Lucas Scanlon seconded.
**Motion passed by a 7 to 0 vote.**

**7.C.** The Board will review and consider adoption of revised Board Operating Procedures outlining the duties of a public official. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Justin Ray made a motion.
Board member Dr. Natalie Blasingame seconded.

Board member Julie Hinaman requested that the guidelines for complying with the OMA and PIA either be attached or added into the body of the Board Operating Procedures. Ms. Hinaman also requested additional language be added to the Board Operating Procedures stating that there would be no use of cell phones, no texting between Board members and no outside contact via cell phones during Board meetings.

**Motion passed by a 7 to 0 vote.**

**7.D.** The Board will consider approving the superintendent's recommendation to give notice to Dana Hoff pursuant to 21.103 of the Texas Educator Code that her employment with the District under a probationary contract is terminated. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Lucas Scanlon made a motion that the Board of Trustees give notice to this person listed here that her employment under a probationary contract is terminated.
Board member Dr. Natalie Blasingame seconded.
**(Board member Scott Henry abstained from voting as he was not present at the Board Work Session when this was discussed in closed session.)**
**Motion passed by a 6 to 0 vote.**

**7.E.** The Board will consider approving the superintendent's recommendation to give notice to Devante Glover pursuant to 21.103 of the Texas Educator Code that his employment with the District under a probationary contract is terminated. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Dr. Natalie Blasingame made a motion that the Board of Trustees give notice to this person listed here that his employment under a probationary contract is terminated.
Board member Lucas Scanlon seconded.
**(Board member Scott Henry abstained from voting as he was not present at the Board Work Session when this was discussed in closed session.)**
**Motion passed by a 6 to 0 vote.**

**7.F.** The Board will consider approving the superintendent's recommendation to give notice to Angela Tate that her employment with the District under a term contract is proposed for termination and authorize the President of the Board to notify Ms. Tate of the proposed action pursuant to 21.211 of the Texas Educator Code. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Lucas Scanlon made a motion that the Board of Trustees approve the recommendation to notify this employee that her employment with the district under a term contract is proposed for termination and to provide her notice of the same in accordance with the law.
Board member Christine Kalmbach seconded.
**(Board member Scott Henry abstained from voting as he was not present at the Board Work Session when this was discussed in closed session.)**
**Motion passed by a 6 to 0 vote.**

**7.G.** The Board will consider making a determination that good cause did not exist as required by law for Mariela Bishop, Chrysantha Hayman, Morgan Hicks, Alicen King, Rebecca Kirkpatrick, and Jamie Lahr, to resign their respective employment contracts. [This item was discussed in closed session pursuant to Section 551.074.]

Board member Dr. Natalie Blasingame made a motion that the Board 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 Mariela Bishop, Chrysantha Hayman, Morgan Hicks, Alicen King, Rebecca Kirkpatrick, and Jamie Lahr to resign their respective employment contracts and notify these employees in accordance with the law that the District is submitting a complaint to the State Board of Educator Certification for contract abandonment. Board member Lucas Scanlon seconded.
**(Board member Scott Henry abstained from voting as he was not present at the Board Work Session when this was discussed in closed session.)**
**Motion passed by a 6 to 0 vote.**

The Board proceeded with **Information Items**.

**8. Information Items**

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

Lucas Scanlon shared that the Finance and Operations Committee met two weeks ago and discussed the presentation that was seen during the Board meeting. The Committee discussed transportation and the safety and security of students to and from schools and which areas would be considered to have hazardous conditions.

Christine Kalmbach shared that the ASVP Committee met with district leadership to discuss the upcoming course selections, college, career and military readiness, discipline data on safety, review of the Board Monitoring System, and the health advisory report data for the year-end.

After a request from Julie Hinaman, Todd LeCompte shared that the status of updating policies related to revenue generating recommendations proposed by the BRAC are in the works and will be discussed during the next Policy Review Committee meeting and would be bringing those policy revisions to the June Board meeting.

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

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

**9. Closed Session**

No closed session.

**10. Adjournment**

Board President Henry called for a motion to adjourn.

Board member Lucas Scanlon moved to adjourn.
Board member Christine Kalmbach seconded.
**Motion passed by a 7 to 0 vote.**

The May 6, 2024, Regular Board Meeting was adjourned at 10:56 p.m.

Scott Henry
President, Board of Trustees

Justin Ray
Secretary, Board of Trustees

Approved: June 17, 2024

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT

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# BOARD BUDGET REVIEW

## *FISCAL YEAR 2023-2024*
## *QUARTER 4*

**11440 Matzke Road**
**Cypress, Texas 77429**

# CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
## BUDGET AMENDMENTS
### FOR THE THREE MONTHS ENDED 6/30/24

| | GENERAL | FOOD SERVICE | SPECIAL REVENUE FUNDS | DEBT SERVICE | BOND FUNDS | ENTERPRISE FUND |
|---|---|---|---|---|---|---|
| **Recommended Amendments to Estimated Revenues Increase (Decrease):** | | | | | | |
| Local Revenue - Property Taxes | $ (4,500,000) | $ | $ | $ | $ | $ |
| Local Revenue - Interest Income | 750,000 | | | | | |
| Local Revenue - Summer School Revenue | 500,000 | | | | | |
| Local Revenue - Miscellaneous Revenue | 925,000 | | | | | |
| State Revenue - Foundation School Program | 5,503,329 | | | | | |
| State Revenue - TRS On-Behalf | (1,700,000) | | | | | |
| Federal Revenue - Indirect Cost on Various Grant Awards | (916,406) | | | | | |
| Federal Revenue - SHARS Revenue | (1,000,000) | | | | | |
| Other Resources - Sale of Equipment | 50,000 | | | | | |
| Other Resources - Transfer In | 1,000,000 | | | | | |
| Local/State/Federal Estimated Revenue - Food Service | | 950,000 | | | | |
| Local/State/Federal Estimated Revenue - Grant Funds | | | 8,171,464 | | | |
| Local/State/Federal Estimated Revenue - Debt Service | | | | 8,266,728 | | |
| Capital Projects | | | | | 14,809,694 | |
| Enterprise Fund | | | | | | |
| **TOTAL REVENUE AMENDMENTS** | $ 611,923 | $ 950,000 | $ 8,171,464 | $ 8,266,728 | $ 14,809,694 | $ - |
| **Recommended Amendments to Appropriations Increase (Decrease):** | | | | | | |
| Budget Amendments: | | | | | | |
| Payroll | $ (82,755,200) | $ | $ | $ | $ | $ |
| Contracted Services | 1,100,000 | | | | | |
| General Supplies | 1,700,000 | | | | | |
| Other Operating Expenses | (219,013) | | | | | |
| Capital Lease | 3,500,000 | | | | | |
| Capital Outlay | 774,640 | | | | | |
| Food Service | | 3,210,000 | | | | |
| Special Revenue Funds - Appropriations | | | 8,171,464 | | | |
| Debt Service | | | | (5,000,000) | | |
| Capital Projects | | | | | 14,742,138 | |
| Enterprise Fund | | | | | | 575,000 |
| Function Transfers - Campuses and Departments: | | | | | | |
| Function 11, Instruction | (33,661) | | | | | |
| Function 12, Instructional Resources & Media Services | 100 | | | | | |
| Function 13, Curriculum & Instructional Staff Development | 18,789 | | | | | |
| Function 21, Instructional Leadership | (10,786) | | | | | |
| Function 23, School Leadership | (8,996) | | | | | |
| Function 31, Guidance, Counseling, & Evaluation Services | 11,500 | | | | | |
| Function 34, Student Transportation | (6,572) | | | | | |
| Function 36, Cocurricular/Extracurricular Activities | (29,856) | | | | | |
| Function 41, General Administration | 22,234 | | | | | |
| Function 51, Plant Maintenance & Operations | (18,532) | | | | | |
| Function 52, Security & Monitoring Services | (858) | | | | | |
| Function 53, Data Processing Services | (72) | | | | | |
| Function 61, Community Services | 56,710 | | | | | |
| **TOTAL EXPENDITURE AMENDMENTS** | $ (75,899,573) | $ 3,210,000 | $ 8,171,464 | $ (5,000,000) | $ 14,742,138 | $ 575,000 |
| **NET EFFECT ON FUND BALANCE** | $ 76,511,496 | $ (2,260,000) | $ - | $ 13,266,728 | $ 67,556 | $ (575,000) |
| **FUND BALANCE RECAP:** | | | | | | |
| Audited Fund Balance at June 30, 2023 | $ 556,703,637 | $ 46,809,287 | $ 12,102,295 | $ 142,201,649 | $ 726,383,089 | $ 851,284 |
| Adopted 2023-24 Budget - revenues over (under) expenditures | (138,612,073) | | | | | 582,050 |
| Budget Amendments Approved in 1st Quarter | (1,791,737) | | 1,458,360 | | (704,327,824) | |
| Budget Amendments Approved in 2nd Quarter | 1,812,700 | | 90,000 | (2,460,850) | 3,467,355 | |
| Budget Amendments Approved in 3rd Quarter | 10,974,647 | 7,964,106 | 182,000 | 511,401 | 158,359 | |
| Recommended Amendments this Budget Review | 76,511,496 | (2,260,000) | | 13,266,728 | 67,556 | (575,000) |
| Revised Projected Fund Balance at June 30, 2024 | $ 505,598,670 | $ 52,513,393 | $ 13,832,655 | $ 153,518,928 | $ 25,748,535 | $ 858,334 |
| **PROJECTED FUND EQUITY COMPONENTS:** | | | | | | |
| Non-Spendable | $ 4,988,422 | $ | $ | $ | $ | $ |
| Restricted | | 52,513,393 | 2,146,764 | 153,518,928 | 25,748,535 | |
| Committed | 6,768,069 | | 11,685,891 | | | |
| Assigned | 174,268,429 | | | | | |
| Unassigned Fund Balance | 319,573,750 | | | | | 858,334 |
| Revised Projected Fund Balance at June 30, 2024 | $ 505,598,670 | $ 52,513,393 | $ 13,832,655 | $ 153,518,928 | $ 25,748,535 | $ 858,334 |

# CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
## EXPLANATIONS OF BUDGET AMENDMENTS
### FOR THE THREE MONTHS ENDED 6/30/24

**Recommended Amendments to Estimated Revenues:**

General Fund

- Local Revenue - Adjust for lower than anticipated tax receipts due to the $100,000 state homestead exemption
- Local Revenue - Adjust interest income due to higher than anticipated interest rates
- Local Revenue - Record receipts for summer school tuition
- Local Revenue - Adjust for private lessons, rental of facilities, and other miscellaneous sources
- State Revenue - Adjust for higher than anticipated state aid due to the reduction in tax receipts from the $100,000 state homestead exemption
- State Revenue - Adjust for lower than anticipated TRS On-Behalf
- Federal Revenue - Adjust indirect costs for grants
- Federal Revenue - Decrease for School Health and Related Services (SHARS) revenue
- Other Resources - Proceeds from sale of equipment higher than expected
- Other Resources - Record transfer in from Enterprise Fund

Food Service

- Local Revenue - Adjust food service revenue for student a la carte meals
- Other Resources - Adjust for proceeds from sale of equipment

Special Revenue Funds

- Local/State/Federal Estimated Revenue - Increase/(decrease) due to change in allocations
  (See breakdown by fund below)

Debt Service

- Local Revenue - Adjust for higher than anticipated tax receipts
- Local Revenue - Adjust interest income due to higher than anticipated interest rates
- State Revenue - Additional state revenue due to the $100,000 state homestead exemption hold-harmless
- Federal Revenue - Increase budget for federal subsidies

Bond Funds

- Local Revenue - Adjust budget for interest income
- Federal Revenue - Increase budget for payments received from Emergency Connectivity Fund

**Recommended Amendments to Appropriations:**

General Fund

- Payroll Expense - Adjust for unfilled positions, positions moved to ESSER grant to offset expenditures, and overtime due to wind storm damage
- Contracted Services - Increase for expenditures due to storm damage
- General Supplies - Net increase due to higher than anticipated fuel costs, allocation for replacement items due to storm damage, and other year-end purchases
- Other Operating -Decrease for appropriations not needed
- Capital Lease - Increase due to reclassification of Subscription Based Information Technology Agreements (SBITA) due to GASB 96 implementation
- Capital Outlay - Accrue for music instruments needed to replace non-repairable items and growth and expenditures due to storm damage.
- Function Transfers:
  1. Reallocate funds for additional facilities use costs offset by revenue
  2. Reallocate campus pre-k supply funds to district-wide staff development to cover summer training materials

Food Service

- Payroll Expense - Adjust for year-end payroll accrual
- Contracted Services - Increase for maintenance and repairs at food production center and electricity allocation
- Capital Outlay - Accrue for end of year expenses

Special Revenue Funds

- Increase/(decrease) in estimated revenues and appropriations required to facilitate grant awards are as follows:

| | | |
|---|---|---|
| 1. | Fund 211 - Title I, Part A - Improving Basic Programs | $ 5,948,665 |
| 2. | Fund 225 - IDEA - Part B, Preschool | 150,685 |
| 3. | Fund 255 - Title II, Part A - Supporting Effective Instruction | 1,073,407 |
| 4. | Fund 263 - ESSA, Title III, Part A, English Language Acquisition & Enhancem | 660,674 |
| 5. | Fund 289 - Federally Funded Special Revenue | 483,289 |
| 6. | Fund 429 - State Funded Special Revenue Funds | 26,339 |
| 7. | Fund 435 - SSA Regional Day School for the Deaf | (171,595) |
| | Total Grant/Special Revenue Funds Revenues and Appropriations | $ 8,171,464 |

Debt Service

- Debt Service - Adjust for bond interest and fees

Bond Funds

- Increase budget for construction, renovations, and equipment purchases

Enterprise Fund

- Payroll Expense - Adjust for unfilled positions
- Capital Lease - Increase due to reclassification of SBITA due to GASB 96 implementation
- Other Uses - Record transfer out to general fund

# CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

## BUDGET AMENDMENTS

### REVENUES/OTHER RESOURCES/OTHER USES BY MAJOR OBJECT & EXPENDITURES BY FUNCTION

### FOR THE THREE MONTHS ENDED 6/30/24

| | | GENERAL | FOOD SERVICE | SPECIAL REVENUE FUNDS | DEBT SERVICE | BOND FUNDS | ENTERPRISE FUND |
|---|---|---|---|---|---|---|---|
| **Recommended Amendments to Estimated Revenues/ Other Resources - Increase (Decrease):** | | | | | | | |
| BY MAJOR OBJECT: | Major Object No. | | | | | | |
| Local and Intermediate Sources | 5700 | $ (2,325,000) | $ 900,000 | $ (171,595) | $ 3,231,085 | $ 10,685,890 | $ |
| State Program Revenues | 5800 | 3,803,329 | | 26,339 | 5,034,335 | | |
| Federal Program Revenues | 5900 | (1,916,406) | | 8,316,720 | 1,308 | 4,123,804 | |
| Other Resources | 7900 | 1,050,000 | 50,000 | | | | |
| **TOTAL REVENUE AMENDMENTS - By Major Object** | | $ 611,923 | $ 950,000 | $ 8,171,464 | $ 8,266,728 | $ 14,809,694 | $ - |
| **Recommended Amendments to Appropriations/ Other Uses - Increase (Decrease):** | | | | | | | |
| **BY FUNCTION:** | Function No. | | | | | | |
| Instruction | 11 | $ (39,292,816) | $ | $ 7,023,950 | $ | $ (11,201,136) | $ |
| Instructional Resources & Media Services | 12 | 300,100 | | (54,603) | | | |
| Curriculum & Instructional Staff Development | 13 | 568,789 | | 1,174,862 | | | |
| Instructional Leadership | 21 | 789,214 | | 38,823 | | | |
| School Leadership | 23 | 6,991,004 | | (12,067) | | | |
| Guidance, Counseling, & Evaluation Services | 31 | (23,813,500) | | 74,999 | | | |
| Social Work Services | 32 | 150,000 | | | | | |
| Health Services | 33 | (20,000) | | | | | |
| Student Transportation | 34 | (6,572) | | | | | |
| Food Services | 35 | | 3,000,000 | | | | |
| Cocurricular/Extracurricular Activities | 36 | 827,147 | | | | | |
| General Administration | 41 | 422,234 | | 26,339 | | | |
| Plant Maintenance & Operations | 51 | (30,097,745) | 100,000 | | | (90) | |
| Security & Monitoring Services | 52 | 3,599,142 | | 1,233 | | | |
| Data Processing Services | 53 | (2,173,280) | | | | 12,324,940 | |
| Community Services | 61 | (743,290) | | (102,072) | | | (500,000) |
| Debt Service | 71 | 3,500,000 | | | (5,000,000) | 3,000,000 | 75,000 |
| Facilities Repair and Maintenance | 81 | 3,000,000 | 110,000 | | | 10,618,424 | |
| Payments to Fiscal Agents (SSA) | 93 | 100,000 | | | | | |
| Payments to JJAEP | 95 | | | | | | |
| Other Intergovernmental Charges | 99 | | | | | | |
| Other Uses | 00 | | | | | | 1,000,000 |
| **TOTAL EXPENDITURE AMENDMENTS- By Function** | | $ (75,899,573) | $ 3,210,000 | $ 8,171,464 | $ (5,000,000) | $ 14,742,138 | $ 575,000 |
| **NET EFFECT ON FUND BALANCE** | | $ 76,511,496 | $ (2,260,000) | $ - | $ 13,266,728 | $ 67,556 | $ (575,000) |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

SCHEDULE 26

GENERAL FUND (199)

| Data Control Codes | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
|---|---|---|---|---|---|---|---|---|
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | 589,570,494 | | (139,817,858) | | (4,500,000) | (144,317,858) | 445,252,636 |
| 5720 | Services Rendered To Other School Districts | | | | | | - | - |
| 5730 | Tuition and Fees | 5,474,022 | | | | 500,000 | 500,000 | 5,974,022 |
| 5740 | Other Revenues from Local Sources | 21,140,978 | | 3,075,752 | 10,197,298 | 1,050,000 | 14,323,050 | 35,464,028 |
| 5750 | Revenues from Co-Curricular Services | 3,185,000 | | | | 625,000 | 625,000 | 3,810,000 |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | 619,370,494 | - | (136,742,106) | 10,197,298 | (2,325,000) | (128,869,808) | 490,500,686 |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | 355,137,476 | | 136,230,174 | | 5,500,000 | 141,730,174 | 496,867,650 |
| 5820 | State Program Revenues from TEA | | | 38,845 | | 3,329 | 42,174 | 42,174 |
| 5830 | State Program Revenues from Others | 68,670,732 | | | | (1,700,000) | (1,700,000) | 66,970,732 |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | 423,808,208 | - | 136,269,019 | - | 3,803,329 | 140,072,348 | 563,880,556 |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | | 765,448 | 12,899,509 | 183,797 | (916,406) | 12,932,348 | 12,932,348 |
| 5930 | Federal Revenues Distributed by Others | 26,641,180 | | (10,366,164) | 414,345 | (1,000,000) | (10,951,819) | 15,689,361 |
| 5940 | Federal Revenues Distributed Direct by Federal | 500,000 | | | | | - | 500,000 |
| 5950 | Shared Services Arrangements | | | | | | - | - |
| 5900 | Total Federal Program Revenues | 27,141,180 | 765,448 | 2,533,345 | 598,142 | (1,916,406) | 1,980,529 | 29,121,709 |
| 5000 | Total Revenues | 1,070,319,882 | 765,448 | 2,060,258 | 10,795,440 | (438,077) | 13,183,069 | 1,083,502,951 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | 200,000 | | | 349,202 | 50,000 | 399,202 | 599,202 |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | 1,000,000 | 1,000,000 | 1,000,000 |
| 7916 | Premium Issuance of Bonds | | | | | | - | - |
| 7949 | Other Resources | | | | | | - | - |
| 7000 | Total Other Resources | 200,000 | - | - | 349,202 | 1,050,000 | 1,399,202 | 1,599,202 |
| | TOTAL REVENUES AND OTHER RESOURCES | 1,070,519,882 | 765,448 | 2,060,258 | 11,144,642 | 611,923 | 14,582,271 | 1,085,102,153 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | 791,842,076 | 1,524,059 | (563,985) | (38,556) | (39,292,816) | (38,371,298) | 753,470,778 |
| 12 | Instructional Resources and Media Services | 9,379,341 | | 1,270 | (1,200) | 300,100 | 300,170 | 9,679,511 |
| 13 | Curriculum Development and Instructional Staff | 13,797,655 | 55,012 | 22,092 | (10,440) | 568,789 | 635,453 | 14,433,108 |
| 21 | Instructional Leadership | 10,102,654 | (6,766) | (36,227) | 123,272 | 789,214 | 869,493 | 10,972,147 |
| 23 | School Leadership | 57,266,336 | (2,485) | (11,032) | 8,545 | 6,991,004 | 6,986,032 | 64,252,368 |
| 31 | Guidance, Counseling and Evaluation Services | 50,947,647 | | | 7,000 | (23,813,500) | (23,806,500) | 27,141,147 |
| 32 | Social Work Services | 1,318,356 | (867,013) | | | 150,000 | (717,013) | 601,343 |
| 33 | Health Services | 13,569,136 | | | (30,000) | (20,000) | (50,000) | 13,519,136 |
| 34 | Student (Pupil) Transportation | 49,751,539 | | 44,907 | | (6,572) | 38,335 | 49,789,874 |
| 35 | Food Services | | | | | | - | - |
| 36 | Cocurricular/Extracurricular Activities | 25,401,149 | 148,342 | (125,860) | (14,628) | 827,147 | 835,001 | 26,236,150 |
| 41 | General Administration | 21,378,784 | (128,720) | 134,316 | (106,101) | 422,234 | 321,729 | 21,700,513 |
| 51 | Plant Maintenance and Operations | 100,694,662 | 107,586 | 367,293 | 159,909 | (30,097,745) | (29,462,957) | 71,231,705 |
| 52 | Security and Monitoring Services | 15,040,779 | 2,500 | 20,000 | | 3,599,142 | 3,621,642 | 18,662,421 |
| 53 | Data Processing Services | 24,632,721 | 217,492 | 394,784 | 45,660 | (2,173,280) | (1,515,344) | 23,117,377 |
| 61 | Community Services | 12,309,317 | 424,408 | | 22,670 | (743,290) | (296,212) | 12,013,105 |
| 71 | Debt Service | 2,848,576 | | | 3,864 | 3,500,000 | 3,503,864 | 6,352,440 |
| 81 | Facilities Acquisition and Construction | 500,000 | 425,035 | | | 3,000,000 | 3,425,035 | 3,925,035 |
| 93 | Payments to Fiscal Agent | 1,833,260 | | | | 100,000 | 100,000 | 1,933,260 |
| 95 | Payments to Juvenile Justice Alternative Pgms | 55,000 | | | | | - | 55,000 |
| 99 | Intergovernmental | 6,462,967 | 657,735 | | | | 657,735 | 7,120,702 |
| 00 | Other Uses | | | | | | - | - |
| 6000 | Total Expenditures | 1,209,131,955 | 2,557,185 | 247,558 | 169,995 | (75,899,573) | (72,924,835) | 1,136,207,120 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | | - | - |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES AND OTHER USES | 1,209,131,955 | 2,557,185 | 247,558 | 169,995 | (75,899,573) | (72,924,835) | 1,136,207,120 |
| | NET EFFECT ON FUND BALANCE | (138,612,073) | (1,791,737) | 1,812,700 | 10,974,647 | 76,511,496 | 87,507,106 | (51,104,967) |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

INSTRUCTIONAL MATERIALS ALLOTMENT

| Data Control Codes | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
|---|---|---|---|---|---|---|---|---|
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | | | | | | - | - |
| 5720 | Services Rendered To Other School Districts | | | | | | - | - |
| 5730 | Tuition and Fees | | | | | | - | - |
| 5740 | Other Revenues from Local Sources | | | | | | - | - |
| 5750 | Revenues from Co-Curricular Services | | | | | | - | - |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | - | - | - | - | - | - | - |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | | | | | | - | - |
| 5820 | State Program Revenues from TEA | | 1,975,288 | 300,000 | 182,000 | | 2,457,288 | 2,457,288 |
| 5830 | State Program Revenues from Others | | | | | | - | - |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | - | 1,975,288 | 300,000 | 182,000 | - | 2,457,288 | 2,457,288 |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | | | | | | - | - |
| 5930 | Federal Revenues Distributed by Others | | | | | | - | - |
| 5940 | Federal Revenues Distributed Direct by Federal | | | | | | - | - |
| 5950 | Shared Services Arrangements | | | | | | - | - |
| 5900 | Total Federal Program Revenues | - | - | - | - | - | - | - |
| 5000 | Total Revenues | - | 1,975,288 | 300,000 | 182,000 | - | 2,457,288 | 2,457,288 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | | | | | | - | - |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | | - | - |
| 7916 | Premium Issuance of Bonds | | | | | | - | - |
| 7949 | Other Resources | | | | | | - | - |
| 7000 | Total Other Resources | - | - | - | - | - | - | - |
| | TOTAL REVENUES AND OTHER RESOURCES | - | 1,975,288 | 300,000 | 182,000 | - | 2,457,288 | 2,457,288 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | | 516,928 | 210,000 | | | 726,928 | 726,928 |
| 12 | Instructional Resources and Media Services | | | | | | - | - |
| 13 | Curriculum Development and Instructional Staff | | | | | | - | - |
| 21 | Instructional Leadership | | | | | | - | - |
| 23 | School Leadership | | | | | | - | - |
| 31 | Guidance, Counseling and Evaluation Services | | | | | | - | - |
| 32 | Social Work Services | | | | | | - | - |
| 33 | Health Services | | | | | | - | - |
| 34 | Student (Pupil) Transportation | | | | | | - | - |
| 35 | Food Services | | | | | | - | - |
| 36 | Cocurricular/Extracurricular Activities | | | | | | - | - |
| 41 | General Administration | | | | | | - | - |
| 51 | Plant Maintenance and Operations | | | | | | - | - |
| 52 | Security and Monitoring Services | | | | | | - | - |
| 53 | Data Processing Services | | | | | | - | - |
| 61 | Community Services | | | | | | - | - |
| 71 | Debt Service | | | | | | - | - |
| 81 | Facilities Acquisition and Construction | | | | | | - | - |
| 93 | Payments to Fiscal Agent | | | | | | - | - |
| 95 | Payments to Juvenile Justice Alternative Pgms | | | | | | - | - |
| 99 | Intergovernmental | | | | | | - | - |
| 00 | Other Uses | | | | | | - | - |
| 6000 | Total Expenditures | - | 516,928 | 210,000 | - | - | 726,928 | 726,928 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | | - | - |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES AND OTHER USES | - | 516,928 | 210,000 | - | - | 726,928 | 726,928 |
| | NET EFFECT ON FUND BALANCE | - | 1,458,360 | 90,000 | 182,000 | - | 1,730,360 | 1,730,360 |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

FOOD SERVICE FUND (240)

| Data Control Codes | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
|---|---|---|---|---|---|---|---|---|
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | | | | | | - | - |
| 5720 | Services Rendered To Other School Districts | 60,000 | | | | | - | 60,000 |
| 5730 | Tuition and Fees | | | | | | - | - |
| 5740 | Other Revenues from Local Sources | 313,800 | | | 1,899,739 | | 1,899,739 | 2,213,539 |
| 5750 | Revenues from Co-Curricular Services | 18,731,745 | | | (6,595,564) | 900,000 | (5,695,564) | 13,036,181 |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | 19,105,545 | - | - | (4,695,825) | 900,000 | (3,795,825) | 15,309,720 |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | | | | | | - | - |
| 5820 | State Program Revenues from TEA | 297,647 | | | | | - | 297,647 |
| 5830 | State Program Revenues from Others | | | | | | - | - |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | 297,647 | - | - | - | - | - | 297,647 |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | 50,621,175 | | | 10,133,464 | | 10,133,464 | 60,754,639 |
| 5930 | Federal Revenues Distributed by Others | 665,993 | | | 4,948,636 | | 4,948,636 | 5,614,629 |
| 5940 | Federal Revenues Distributed Direct by Federal | | | | | | - | - |
| 5950 | Shared Services Arrangements | | | | | | - | - |
| 5900 | Total Federal Program Revenues | 51,287,168 | - | - | 15,082,100 | - | 15,082,100 | 66,369,268 |
| 5000 | Total Revenues | 70,690,360 | - | - | 10,386,275 | 900,000 | 11,286,275 | 81,976,635 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | | | | | 50,000 | 50,000 | 50,000 |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | | - | - |
| 7916 | Premium Issuance of Bonds | | | | | | - | - |
| 7949 | Other Resources | | | | | | - | - |
| 7000 | Total Other Resources | - | - | - | - | 50,000 | 50,000 | 50,000 |
| | TOTAL REVENUES AND OTHER RESOURCES | 70,690,360 | - | - | 10,386,275 | 950,000 | 11,336,275 | 82,026,635 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | | | | | | - | - |
| 12 | Instructional Resources and Media Services | | | | | | - | - |
| 13 | Curriculum Development and Instructional Staff | | | | | | - | - |
| 21 | Instructional Leadership | | | | | | - | - |
| 23 | School Leadership | | | | | | - | - |
| 31 | Guidance, Counseling and Evaluation Services | | | | | | - | - |
| 32 | Social Work Services | | | | | | - | - |
| 33 | Health Services | | | | | | - | - |
| 34 | Student (Pupil) Transportation | | | | | | - | - |
| 35 | Food Services | 69,422,100 | | | 2,422,169 | 3,000,000 | 5,422,169 | 74,844,269 |
| 36 | Cocurricular/Extracurricular Activities | | | | | | - | - |
| 41 | General Administration | | | | | | - | - |
| 51 | Plant Maintenance and Operations | 1,238,260 | | | | 100,000 | 100,000 | 1,338,260 |
| 52 | Security and Monitoring Services | | | | | | - | - |
| 53 | Data Processing Services | | | | | | - | - |
| 61 | Community Services | | | | | | - | - |
| 71 | Debt Service | 30,000 | | | | | - | 30,000 |
| 81 | Facilities Acquisition and Construction | | | | | 110,000 | 110,000 | 110,000 |
| 93 | Payments to Fiscal Agent | | | | | | - | - |
| 95 | Payments to Juvenile Justice Alternative Pgms | | | | | | - | - |
| 99 | Intergovernmental | | | | | | - | - |
| 00 | Other Uses | | | | | | - | - |
| 6000 | Total Expenditures | 70,690,360 | - | - | 2,422,169 | 3,210,000 | 5,632,169 | 76,322,529 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | | - | - |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES AND OTHER USES | 70,690,360 | - | - | 2,422,169 | 3,210,000 | 5,632,169 | 76,322,529 |
| | NET EFFECT ON FUND BALANCE | - | - | - | 7,964,106 | (2,260,000) | 5,704,106 | 5,704,106 |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

SPECIAL REVENUE FUND

| Data Control Codes | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
|---|---|---|---|---|---|---|---|---|
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | | | | | | - | - |
| 5720 | Services Rendered To Other School Districts | | | 3,047,868 | | (171,595) | 2,876,273 | 2,876,273 |
| 5730 | Tuition and Fees | | | | | | - | - |
| 5740 | Other Revenues from Local Sources | | 50,271 | 65,372 | | | 115,643 | 115,643 |
| 5750 | Revenues from Co-Curricular Services | | | | | | - | - |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | - | 50,271 | 3,113,240 | - | (171,595) | 2,991,916 | 2,991,916 |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | | | 1,349,985 | 20,000 | | 1,369,985 | 1,369,985 |
| 5820 | State Program Revenues from TEA | | 3,319,027 | | | 26,339 | 3,345,366 | 3,345,366 |
| 5830 | State Program Revenues from Others | | | | | | - | - |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | - | 3,319,027 | 1,349,985 | 20,000 | 26,339 | 4,715,351 | 4,715,351 |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | | 45,366,689 | 131,102,798 | 7,422,810 | 8,316,720 | 192,209,017 | 192,209,017 |
| 5930 | Federal Revenues Distributed by Others | | 539,320 | | | | 539,320 | 539,320 |
| 5940 | Federal Revenues Distributed Direct by Federal | | | | | | - | - |
| 5950 | Shared Services Arrangements | | | | | | - | - |
| 5900 | Total Federal Program Revenues | - | 45,906,009 | 131,102,798 | 7,422,810 | 8,316,720 | 192,748,337 | 192,748,337 |
| 5000 | Total Revenues | - | 49,275,307 | 135,566,023 | 7,442,810 | 8,171,464 | 200,455,604 | 200,455,604 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | | | | | | - | - |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | | - | - |
| 7916 | Premium Issuance of Bonds | | | | | | - | - |
| 7949 | Other Resources | | | | | | - | - |
| 7000 | Total Other Resources | - | - | - | - | - | - | - |
| | TOTAL REVENUES AND OTHER RESOURCES | - | 49,275,307 | 135,566,023 | 7,442,810 | 8,171,464 | 200,455,604 | 200,455,604 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | | 21,617,067 | 90,603,447 | 2,574,929 | 7,023,950 | 121,819,393 | 121,819,393 |
| 12 | Instructional Resources and Media Services | | 373,613 | 323,603 | | (54,603) | 642,613 | 642,613 |
| 13 | Curriculum Development and Instructional Staff | | 8,116,146 | 12,273,945 | 1,808,131 | 1,174,862 | 23,373,084 | 23,373,084 |
| 21 | Instructional Leadership | | 11,420,157 | 699,055 | 1,748,751 | 38,823 | 13,906,786 | 13,906,786 |
| 23 | School Leadership | | 385,617 | 147,031 | | (12,067) | 520,581 | 520,581 |
| 31 | Guidance, Counseling and Evaluation Services | | 2,536,348 | 29,115,944 | 990,799 | 74,999 | 32,718,090 | 32,718,090 |
| 32 | Social Work Services | | 353,007 | 867,013 | | | 1,220,020 | 1,220,020 |
| 33 | Health Services | | 606,520 | 191,130 | 320,200 | | 1,117,850 | 1,117,850 |
| 34 | Student (Pupil) Transportation | | | | | | - | - |
| 35 | Food Services | | | | | | - | - |
| 36 | Cocurricular/Extracurricular Activities | | | | | | - | - |
| 41 | General Administration | | | | | 26,339 | 26,339 | 26,339 |
| 51 | Plant Maintenance and Operations | | 1,460 | | | | 1,460 | 1,460 |
| 52 | Security and Monitoring Services | | 181,057 | | | 1,233 | 182,290 | 182,290 |
| 53 | Data Processing Services | | | | | | - | - |
| 61 | Community Services | | 390,193 | 1,344,855 | | (102,072) | 1,632,976 | 1,632,976 |
| 71 | Debt Service | | | | | | - | - |
| 81 | Facilities Acquisition and Construction | | 3,294,122 | | | | 3,294,122 | 3,294,122 |
| 93 | Payments to Fiscal Agent | | | | | | - | - |
| 95 | Payments to Juvenile Justice Alternative Pgms | | | | | | - | - |
| 99 | Intergovernmental | | | | | | - | - |
| 00 | Other Uses | | | | | | - | - |
| 6000 | Total Expenditures | - | 49,275,307 | 135,566,023 | 7,442,810 | 8,171,464 | 200,455,604 | 200,455,604 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | | - | - |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES AND OTHER USES | - | 49,275,307 | 135,566,023 | 7,442,810 | 8,171,464 | 200,455,604 | 200,455,604 |
| | NET EFFECT ON FUND BALANCE | - | - | - | - | - | - | - |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

DEBT SERVICE FUND (599)

| Data Control Codes | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
|---|---|---|---|---|---|---|---|---|
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | 280,426,069 | | (19,992,969) | | 1,231,085 | (18,761,884) | 261,664,185 |
| 5720 | Services Rendered To Other School Districts | | | | | | - | - |
| 5730 | Tuition and Fees | | | | | | - | - |
| 5740 | Other Revenues from Local Sources | 3,700,000 | | | | 2,000,000 | 2,000,000 | 5,700,000 |
| 5750 | Revenues from Co-Curricular Services | | | | | | - | - |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | 284,126,069 | - | (19,992,969) | - | 3,231,085 | (16,761,884) | 267,364,185 |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | | | | | | - | - |
| 5820 | State Program Revenues from TEA | 9,364,504 | | 19,620,273 | | 5,034,335 | 24,654,608 | 34,019,112 |
| 5830 | State Program Revenues from Others | | | | | | - | - |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | 9,364,504 | - | 19,620,273 | - | 5,034,335 | 24,654,608 | 34,019,112 |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | | | | | | - | - |
| 5930 | Federal Revenues Distributed by Others | | | | | | - | - |
| 5940 | Federal Revenues Distributed Direct by Federal | 253,296 | | | | 1,308 | 1,308 | 254,604 |
| 5950 | Shared Services Arrangements | | | | . | | - | - |
| 5900 | Total Federal Program Revenues | 253,296 | - | - | - | 1,308 | 1,308 | 254,604 |
| 5000 | Total Revenues | 293,743,869 | - | (372,696) | - | 8,266,728 | 7,894,032 | 301,637,901 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | | | | | | - | - |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | | - | - |
| 7916 | Premium Issuance of Bonds | | | 11,125,987 | 9,754,087 | | 20,880,074 | 20,880,074 |
| 7949 | Other Resources | | | 249,840,000 | 62,335,000 | | 312,175,000 | 312,175,000 |
| 7000 | Total Other Resources | - | - | 260,965,987 | 72,089,087 | - | 333,055,074 | 333,055,074 |
| | TOTAL REVENUES AND OTHER RESOURCES | 293,743,869 | - | 260,593,291 | 72,089,087 | 8,266,728 | 340,949,106 | 634,692,975 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | | | | | | - | - |
| 12 | Instructional Resources and Media Services | | | | | | - | - |
| 13 | Curriculum Development and Instructional Staff | | | | | | - | - |
| 21 | Instructional Leadership | | | | | | - | - |
| 23 | School Leadership | | | | | | - | - |
| 31 | Guidance, Counseling and Evaluation Services | | | | | | - | - |
| 32 | Social Work Services | | | | | | - | - |
| 33 | Health Services | | | | | | - | - |
| 34 | Student (Pupil) Transportation | | | | | | - | - |
| 35 | Food Services | | | | | | - | - |
| 36 | Cocurricular/Extracurricular Activities | | | | | | - | - |
| 41 | General Administration | | | | | | - | - |
| 51 | Plant Maintenance and Operations | | | | | | - | - |
| 52 | Security and Monitoring Services | | | | | | - | - |
| 53 | Data Processing Services | | | | | | - | - |
| 61 | Community Services | | | | | | - | - |
| 71 | Debt Service | 293,743,869 | | | 3,838,450 | (5,000,000) | (1,161,550) | 292,582,319 |
| 81 | Facilities Acquisition and Construction | | | | | | - | - |
| 93 | Payments to Fiscal Agent | | | | | | - | - |
| 95 | Payments to Juvenile Justice Alternative Pgms | | | | | | - | - |
| 99 | Intergovernmental | | | | | | - | - |
| 00 | Other Uses | | | 263,054,141 | 67,739,236 | | 330,793,377 | 330,793,377 |
| 6000 | Total Expenditures | 293,743,869 | - | 263,054,141 | 71,577,686 | (5,000,000) | 329,631,827 | 623,375,696 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | | - | - |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES AND OTHER USES | 293,743,869 | - | 263,054,141 | 71,577,686 | (5,000,000) | 329,631,827 | 623,375,696 |
| | NET EFFECT ON FUND BALANCE | - | - | (2,460,850) | 511,401 | 13,266,728 | 11,317,279 | 11,317,279 |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

CAPITAL PROJECTS FUND

| Data Control Codes | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
|---|---|---|---|---|---|---|---|---|
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | | | | | | - | - |
| 5720 | Services Rendered To Other School Districts | | | | | | - | - |
| 5730 | Tuition and Fees | | | | | | - | - |
| 5740 | Other Revenues from Local Sources | | 9,965,924 | 6,198,590 | 8,706,052 | 10,685,890 | 35,556,456 | 35,556,456 |
| 5750 | Revenues from Co-Curricular Services | | | | | | - | - |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | - | 9,965,924 | 6,198,590 | 8,706,052 | 10,685,890 | 35,556,456 | 35,556,456 |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | | | | | | - | - |
| 5820 | State Program Revenues from TEA | | | | | | - | - |
| 5830 | State Program Revenues from Others | | | | | | - | - |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | - | - | - | - | - | - | - |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | | | | | | - | - |
| 5930 | Federal Revenues Distributed by Others | | | | | | - | - |
| 5940 | Federal Revenues Distributed Direct by Federal | | | | | 4,123,804 | 4,123,804 | 4,123,804 |
| 5950 | Shared Services Arrangements | | | | | | - | - |
| 5900 | Total Federal Program Revenues | - | - | - | - | 4,123,804 | 4,123,804 | 4,123,804 |
| 5000 | Total Revenues | - | 9,965,924 | 6,198,590 | 8,706,052 | 14,809,694 | 39,680,260 | 39,680,260 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | | | | | | - | - |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | | - | - |
| 7916 | Premium Issuance of Bonds | | | | | | - | - |
| 7949 | Other Resources | | | | | | - | - |
| 7000 | Total Other Resources | - | - | - | - | - | - | - |
| | TOTAL REVENUES AND OTHER RESOURCES | - | 9,965,924 | 6,198,590 | 8,706,052 | 14,809,694 | 39,680,260 | 39,680,260 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | | 63,749,315 | 131,147 | 11,697 | (11,201,136) | 52,691,023 | 52,691,023 |
| 12 | Instructional Resources and Media Services | | | | | | - | - |
| 13 | Curriculum Development and Instructional Staff | | | | | | - | - |
| 21 | Instructional Leadership | | | | | | - | - |
| 23 | School Leadership | | | | | | - | - |
| 31 | Guidance, Counseling and Evaluation Services | | | | | | - | - |
| 32 | Social Work Services | | | | | | - | - |
| 33 | Health Services | | | | | | - | - |
| 34 | Student (Pupil) Transportation | | 5,851,087 | (621,013) | (31,805) | | 5,198,269 | 5,198,269 |
| 35 | Food Services | | | | | | - | - |
| 36 | Cocurricular/Extracurricular Activities | | | | | | - | - |
| 41 | General Administration | | | | | | - | - |
| 51 | Plant Maintenance and Operations | | 2,059,609 | 2,622 | 2,914,100 | (90) | 4,976,241 | 4,976,241 |
| 52 | Security and Monitoring Services | | 2,257,952 | | | | 2,257,952 | 2,257,952 |
| 53 | Data Processing Services | | 32,521,475 | (81,647) | (11,697) | 12,324,940 | 44,753,071 | 44,753,071 |
| 61 | Community Services | | | | | | - | - |
| 71 | Debt Service | | | | | 3,000,000 | 3,000,000 | 3,000,000 |
| 81 | Facilities Acquisition and Construction | | 607,854,310 | 3,300,126 | 5,665,398 | 10,618,424 | 627,438,258 | 627,438,258 |
| 93 | Payments to Fiscal Agent | | | | | | - | - |
| 95 | Payments to Juvenile Justice Alternative Pgms | | | | | | - | - |
| 99 | Intergovernmental | | | | | | - | - |
| 00 | Other Uses | | | | | | - | - |
| 6000 | Total Expenditures | - | 714,293,748 | 2,731,235 | 8,547,693 | 14,742,138 | 740,314,814 | 740,314,814 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | | - | - |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | - | - | - |
| | TOTAL EXPENDITURES AND OTHER USES | - | 714,293,748 | 2,731,235 | 8,547,693 | 14,742,138 | 740,314,814 | 740,314,814 |
| | NET EFFECT ON FUND BALANCE | - | (704,327,824) | 3,467,355 | 158,359 | 67,556 | (700,634,554) | (700,634,554) |

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BUDGET AS AMENDED
FISCAL YEAR ENDED JUNE 30, 2024

| Data Control Codes | | ENTERPRISE FUND | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Original Adopted Budget | Amendments/Transfers QTR 1 | QTR 2 | QTR 3 | QTR 4 | TOTAL | Final Budget |
| | LOCAL AND INTERMEDIATE REVENUES: | | | | | | | |
| 5710 | Real and Personal Property Taxes | | | | | | - | - |
| 5720 | Services Rendered To Other School Districts | | | | | | - | - |
| 5730 | Tuition and Fees | 7,101,517 | | | | | - | 7,101,517 |
| 5740 | Other Revenues from Local Sources | | | | | | - | - |
| 5750 | Revenues from Co-Curricular Services | | | | | | - | - |
| 5760 | Other Local Sources | | | | | | - | - |
| 5770 | Revenues from Intermediate Sources | | | | | | - | - |
| 5700 | Total Local and Intermediate Revenues | 7,101,517 | - | - | - | - | - | 7,101,517 |
| | STATE PROGRAM REVENUES: | | | | | | | |
| 5810 | Per Capita/Foundation Revenues | | | | | | - | - |
| 5820 | State Program Revenues from TEA | | | | | | - | - |
| 5830 | State Program Revenues from Others | | | | | | - | - |
| 5840 | Shared Services Arrangements | | | | | | - | - |
| 5800 | Total State Program Revenues | - | - | - | - | - | - | - |
| | FEDERAL PROGRAM REVENUES: | | | | | | | |
| 5920 | Federal Revenues Distributed by TEA | | | | | | - | - |
| 5930 | Federal Revenues Distributed by Others | | | | | | - | - |
| 5940 | Federal Revenues Distributed Direct by Federal | | | | | | - | - |
| 5950 | Shared Services Arrangements | | | | | | - | - |
| 5900 | Total Federal Program Revenues | - | - | - | - | - | - | - |
| 5000 | Total Revenues | 7,101,517 | - | - | - | - | - | 7,101,517 |
| | OTHER RESOURCES: | | | | | | | |
| 7911 | Sale of Bonds | | | | | | - | - |
| 7912 | Sale of Real and Personal Property | | | | | | - | - |
| 7913 | Proceeds from Capital Leases | | | | | | - | - |
| 7915 | Operating Transfers In | | | | | | - | - |
| 7916 | Premium Issuance of Bonds | | | | | | - | - |
| 7949 | Other Resources | | | | | | - | - |
| 7000 | Total Other Resources | - | - | - | - | - | - | - |
| | TOTAL REVENUES AND OTHER RESOURCES | 7,101,517 | - | - | - | - | - | 7,101,517 |
| | EXPENDITURES: | | | | | | | |
| 11 | Instruction | | | | | | - | - |
| 12 | Instructional Resources and Media Services | | | | | | - | - |
| 13 | Curriculum Development and Instructional Staff | | | | | | - | - |
| 21 | Instructional Leadership | | | | | | - | - |
| 23 | School Leadership | | | | | | - | - |
| 31 | Guidance, Counseling and Evaluation Services | | | | | | - | - |
| 32 | Social Work Services | | | | | | - | - |
| 33 | Health Services | | | | | | - | - |
| 34 | Student (Pupil) Transportation | | | | | | - | - |
| 35 | Food Services | | | | | | - | - |
| 36 | Cocurricular/Extracurricular Activities | | | | | | - | - |
| 41 | General Administration | | | | | | - | - |
| 51 | Plant Maintenance and Operations | | | | | | - | - |
| 52 | Security and Monitoring Services | | | | | | - | - |
| 53 | Data Processing Services | | | | | | - | - |
| 61 | Community Services | 6,519,467 | | | | (500,000) | (500,000) | 6,019,467 |
| 71 | Debt Service | | | | | 75,000 | 75,000 | 75,000 |
| 81 | Facilities Acquisition and Construction | | | | | | - | - |
| 93 | Payments to Fiscal Agent | | | | | | - | - |
| 95 | Payments to Juvenile Justice Alternative Pgms | | | | | | - | - |
| 99 | Intergovernmental | | | | | | - | - |
| 00 | Other Uses | | | | | | - | - |
| 6000 | Total Expenditures | 6,519,467 | - | - | - | (425,000) | (425,000) | 6,094,467 |
| | OTHER USES: | | | | | | | |
| 8911 | Transfers Out | | | | | 1,000,000 | 1,000,000 | 1,000,000 |
| 8949 | Other Uses | | | | | | - | - |
| 8000 | Total Other Uses | - | - | - | - | 1,000,000 | 1,000,000 | 1,000,000 |
| | TOTAL EXPENDITURES AND OTHER USES | 6,519,467 | - | - | - | 575,000 | 575,000 | 7,094,467 |
| | NET EFFECT ON FUND BALANCE | 582,050 | - | - | - | (575,000) | (575,000) | 7,050 |

**STATE OF TEXAS**
**COUNTY OF HARRIS**

# RESOLUTION

**IT IS HEREBY RESOLVED**, ordered, and directed by the Board of Trustees of the Cypress-Fairbanks Independent School District the approval to commit the following portions of the District's June 30, 2024 General Fund unassigned fund balance:

**BE IT RESOLVED**, the District commits the cost of self-funded worker's compensation.

**BE IT RESOLVED**, the District commits the cost of self-funded unemployment benefits.

**BE IT RESOLVED**, the District commits the cost of self-funded insurance plans.

**BE IT RESOLVED,** the District commits portions of the District's June 30, 2024 local special revenue funds, not restricted by funding source, for its intended purpose.

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

**PASSED, APPROVED AND ADOPTED** this 17th day of June, 2024.

_____
Scott Henry
President

Attest:

_____
Justin Ray
Secretary

# List of Financial Institutions, Broker/Dealers, Investment Pools, and Investment Advisors Eligible to Provide Investment Services to Cypress-Fairbanks Independent School District

Effective: July 1, 2024 through June 30, 2025

**Broker/Dealers:**

BOK Financial Securities, Inc.
Cantor Fitzgerald & Co.
D.A. Davidson & Co.
FHN Financial
Hilltop Securities, Inc.
Raymond James & Associates
Samco Capital Markets, Inc.
UBS Financial Services, Inc.

**Financial Institutions:**

JP Morgan Chase Bank, N.A. – *Depository Contract*
Gulf Coast Educators Federal Credit Union
Texas Capital Bank

**Investment Pools:**

LOGIC (Local Government Investment Cooperative)
Lone Star Investment Pool
TexPool
Texas Class
TexSTAR

**Investment Advisor:**

Public Trust Advisors, LLC

**Scope and Legal Requirements**

Definition

The investment policy covers all financial assets under the direct control of the District. Transactions involving the purchase, sale, or maintenance of all District financial investments are included within the jurisdiction of this policy.

Compliance with Public Funds Investment Act

It is the policy of the District to comply fully with all provisions of the Public Funds Investment Act.

Local Investment Authority

In accordance with the Public Funds Investment Act, the responsibility for conducting investment transactions resides with the Trustees of the Board of Education. Pursuant to the Public Funds Investment Act, the Board has adopted this written policy for the investment and management of District funds.

The Board shall adopt at least annually a resolution stating that the investment policy has been reviewed.

Standard of Care

Investments shall be made, considering prevailing circumstances, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs and considering the probable safety of capital as well as probable income from an investment decision.

In determining the prudence of an investment decision, the determination should take into consideration the investment of all funds rather than the prudence of a single investment. Additionally, whether the investment decision was consistent with the investment policy should be considered.

**Purpose and Objectives**

Overall Investment Strategy

The overall primary objective of the investment and cash management policies is to ensure that District financial assets are properly safeguarded, provide an adequate rate of return, and provide the necessary liquidity for the District to react to changes in economic and market conditions.

Emphasis of Safety of Principal and Liquidity

The safety of principal and liquidity of investments are awarded the highest priority in decisions regarding District funds. The primary objective must be the preservation of capital entrusted to the District, while also ensuring that the funds are available to be utilized when needed. The order of priority is (1) preservation and safety of principal, (2) liquidity, and (3) yield.

Diversification As a Priority

The diversification of investments as relating to maturity, instruments, and issuers shall be considered a priority within the context of the overall investment policy. The intent of this policy is to ensure that losses incurred on any single security do not exceed income generated from the remainder of the portfolio.

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| Maturity Requirements And Restrictions | It is an objective of the District to match the maturity of investment instruments to cash flow needs. The dollar average weighted maturity of the portfolio as a whole will not exceed 547 days (18 months). The following restrictions apply to maturities for all investments in all funds:<br>1. No investment security shall have a stated maturity greater than three years.<br>2. A bankers' acceptance shall not have a stated maturity greater than 270 days.<br>3. The term of a reverse repurchase agreement shall not be greater than 90 days.<br>4. Commercial paper shall not have a stated maturity greater than 270 days.<br>5. Money market mutual funds shall have a dollar-weighted average stated maturity no greater than 90 days or two years depending on the type of mutual fund. |
| Yield Statement | It is the policy of the District to achieve an average rate of return consistent with the levels of risk and liquidity previously stated as highest priorities. |
| Individual Fund Investment Strategies | Individual fund strategies may set more stringent requirements on safety, liquidity, diversification, maturity, and yield but must at least meet the standards adopted in this policy. |
| Quality and Capability of Investment Staff | The District shall exercise due diligence in hiring and training staff responsible for investments and cash management. Staff shall have the skill levels and education necessary for the performance of these duties. |
| Cash Management Program | The investment policy is a component of the District's overall cash management program, which includes policies and procedures relating to all aspects of cash handling. |
| Investment Committee | An investment committee shall be responsible for giving guidance and aiding the investment staff. The investment committee shall determine a process for meeting and reviewing investment activity.<br>The investment committee shall be comprised of all District employees designated as primary or alternate investment officers. |
| **Monitoring Market Prices** | Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. The investment officer shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include: |

financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Authorities**

Designation and Limitations of Investment Officers

Authority to manage the District's investment program is derived from and delegated pursuant to provisions of the Public Funds Investment Act. Management responsibility for the investment program is hereby delegated to the primary investment officers. In the absence of a primary investment officer, an alternate investment officer shall have authority to transact business within procedures established by the primary investment officer.

The primary investment officer is responsible for establishing and maintaining written procedures for the investment program, which result in operations consistent with the investment policy. Procedures shall include explicit delegation of authority for all investment activities. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the primary investment officer. The primary investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Training Requirements

The treasurer and any other employees designated as primary investment officers shall attend at least one formal training session within 12 months after taking office or assuming duties. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with Chapter 2256. Training must be approved by the investment committee and provide at least ten hours of instruction. Additional training of not less than eight instructional hours must occur in every two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date.

Personal Business Disclosure Requirements

Officers and employees of the District involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

All investment officers shall complete a disclaimer or disclosure statement related to potential conflicts of interest annually or as conditions change. The statement will be submitted to the District's

internal auditor. The following types of relationships must be disclosed:

1. A personal business relationship by an investment officer with any entity attempting to sell an investment to the District.
2. Any investment officer related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the District.

If a conflict of interest involving an investment officer is noted by the District's internal auditor from the submitted disclosure statement, a written explanation of the relationship must be filed with the Board and the Texas Ethics Commission.

**Authorized and Suitable Investment Securities**

Authorized Securities

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of the U.S. government or its agencies and instrumentalities.
2. Direct obligations of the state of Texas or its agencies and instrumentalities.
3. Obligations of other states, agencies, counties, and cities which are rated for investment quality as A or higher.
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities.
5. Fully insured or collateralized certificates of deposits at commercial banks and savings and loan associations domiciled in the state of Texas.
6. Repurchase agreements if fully collateralized by the U.S. government or agencies, having a defined termination date, and placed through a primary government securities dealer as defined by the Federal Reserve, or a bank domiciled in the state of Texas. This authorization includes both direct and reverse security repurchase agreements. The term of reverse repurchase agreements shall not exceed 90 days.
7. Bankers' acceptances with maturities of 270 days or less, which are eligible collateral for borrowing from a Federal Reserve Bank and are accepted by a domestic bank whose

short-term obligations are rated at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

8. Commercial paper with maturities of 270 days or less, rated not less than A-1 or P-1 by at least two nationally recognized credit rating agencies or by one agency if fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state.

9. The following types of no-load mutual funds are authorized:

   a. A money market fund, which is regulated by the SEC, has a dollar-weighted average stated maturity of 90 days or less, and includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

   b. A mutual fund, except for bond proceeds, which is registered with the SEC, has an average weighted maturity of less than two years, is invested exclusively in obligations approved by Government Code Chapter 2256 (Subchapter A), is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and which conforms to the requirements in Government Code 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

10. Public fund investment pools meeting the requirements of Sections 2256.016–2256.019 of the Public Funds Investment Act.

11. A guaranteed investment contract is authorized for bond proceeds if it has a defined termination date, is secured by obligations described by Section 2256.009 of the Public Funds Investment Act in an amount equal to at least the amount of bond proceeds, and is pledged to the District and deposited with a third party selected by the District.

Unauthorized Securities

The following are not authorized investment securities and funds:

1. Derivative products known as collateralized mortgage obligations (CMO) regardless of whether they meet requirements for authorized investments under Section 2256.009 of the Public Funds Investment Act.

2. Derivative products including options, futures, options on futures, caps, collars, and floors.

3. Any investment in a certificate of deposit or repurchase agreement, which is secured by interest-only (I/O) or principal-only (P/O) strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with a maturity of greater than ten years, or collateralized mortgage obligations with an inverse floating interest rate.

Collateralization Requirements

Funds on deposit with the depository bank shall be collateralized by pledged, approved securities or a surety bond to adequately protect the funds of the District. The District shall have the right to designate the amount of approved securities and/or the aggregate amount of the bond to adequately protect the District. The District may not designate an amount less than the minimum percentage required by Section 2257.022(b), Government Code of the balance of District funds on deposit with the depository bank from day to day, less any applicable Federal Deposit Insurance Corporation insurance. The approved securities shall be valued at market value for purposes of calculating the designated amount of collateral required. The bank shall have the right and privilege of substituting approved securities upon obtaining the approval of the District.

Types of approved securities for collateralization include:

1. A direct obligation of the United States.
2. A general obligation that is backed by the full faith and credit of the United States.
3. An obligation the principal and interest on which are unconditionally guaranteed by the United States.
4. An obligation of an agency or instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality.
5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency and that has a current rating of not less than A or its equivalent.
6. Any security in which a public entity may invest under the Public Funds Investment Act.

Pledged approved securities shall be safe kept either by the Federal Reserve Bank System or a third party not associated directly with the depository bank. The safekeeping receipts shall designate the District as the pledgee.

In the instance that a surety bond is used as collateral, the bond shall be payable to Cypress-Fairbanks ISD and shall be signed by the bank and by some surety company authorized to do business in the state of Texas.

**Safekeeping Requirements**

All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

In order to reduce custodial credit risk, any obligation purchased by the District as an investment and recorded on the Federal Reserve's book entry system shall be confirmed to the District via a safekeeping receipt to be maintained on the books of a third party's safekeeping department.

Safekeeping for all other investments not specifically mentioned in this section shall be maintained at a third-party bank not associated directly with the District's depository.

The District shall retain clearly marked receipts providing proof of the District's ownership.

**Soliciting Bids**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, through electronic submission, or by a combination of these methods. Records shall be kept of the bids offered and the bids accepted, along with a brief explanation of the decision made regarding the purchase.

Based on an annual evaluation, major financial institutions and banks shall be deleted from or continued on the eligibility list. The following criteria shall be used in the annual evaluation:

1. Number of transactions competitively won.
2. Prompt and accurate confirmation of transactions.
3. Efficiency of securities deliveries.
4. Accuracy of market information.
5. Account servicing.

All investment instruments shall be in the name of the District and held at the District's safekeeping institution.

**Investment Strategies by Fund**

General Fund

The general fund includes operating funds, payroll, the tax lockbox, and general maintenance. The investment strategy for this fund has as its primary objective to ensure the preservation and safety of principal. Secondly, the objective shall be that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing quality, short- to medium-term securities whose maturities closely match the fund's cash flow requirements. Funds not needed for short-term cash flow

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| | requirements should have diversified maturities and issuers and be readily marketable in the secondary market. Yield will be enhanced by the use of maturity extension available within the confines of accurate cash flow projections. |
| Custodial Fund | The custodial fund is comprised of agency activity, pension, and endowment funds. The investment strategy for this fund has as its primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality, short-term securities and by investing predominantly in investment pools. |
| Special Revenue Fund | The special revenue fund includes food service, public activity, and consolidated application funds (grant funds). The investment strategy for this fund has as its primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality, short-term securities and by investing predominantly in investment pools (547 days). |
| Debt Service Fund | The investment strategy for the debt service fund has as its primary objective preservation and safety of principal. Secondly, the objective shall be sufficient liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Because the investments may be subject to arbitrage yield restrictions, an attempt to invest at a rate equal to or above the arbitrage yield limit shall be another objective. The maximum maturity of an individual security shall not exceed three years. This commingled fund has a maximum dollar average weighted maturity of 547 days (18 months). |
| Capital Projects Fund | The investment strategy for the capital projects fund has as its primary objective preservation and safety of principal. The secondary objective is to ensure that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing quality, short- to medium-term securities whose maturities closely match the projected cash flow schedules. The maximum maturity of an individual security shall not exceed three years. |
| Internal Service Fund | The internal service fund is comprised of health insurance and workers' compensation funds. The investment strategy for this fund has as its primary objective preservation and safety of principal, as well as investment liquidity to meet daily insurance drafts. These objectives shall be accomplished by purchasing short-term securities and using investment pools for liquidity purposes. The maximum maturity of an individual investment shall not exceed three years. |

Enterprise Fund

The enterprise fund is comprised of community programs funds. The investment strategy for this fund has as its primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality, short-term securities and by investing predominantly in investment pools.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Diversification Requirements**

Diversification of the investment portfolio shall be desirable to reduce the risk of losses due to a change in market conditions, such as interest rate changes (interest rate risk) or institutional failure (concentration of credit risk). The District's diversification policies are designed to reduce both types of loss risks.

Diversification is primarily reviewed on a portfolio-wide basis. It is recognized that while specific funds may not have large enough individual investment balances to diversify, the investment portfolio as a whole can be adequately diversified.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates may adversely affect the value of investments. The District reduces exposure to this risk through the use of final and weighted average maturity limits and diversification.

The District monitors interest rate risk utilizing weighted average maturity and duration analysis.

**Portfolio Evaluation and Reporting**

In conjunction with the District's annual financial audit, a compliance audit shall be performed to review management controls and adherence to the investment policy.

Reporting Requirements

Quarterly reports shall be submitted to the Board detailing the purchase, sale, and maturity of investments, the market value of investments, a compliance statement, and any other information that is deemed necessary to properly apprise the Board of the status of District investments.

The District shall establish performance standards using benchmark market yields to provide a comparative basis for judging whether adequate rates of return are being achieved.

**Internal Controls**

The treasurer shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the internal auditor periodically and by the independent auditors. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, anticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include: control of collusion, segregation of duties, separation of transaction authority from accounting and recordkeeping, custodial safekeeping, avoidance of bearer form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, limitations on the number of authorized investment officials, and documentation of transactions and strategies.

**STATE OF TEXAS**
**COUNTY OF HARRIS**

# RESOLUTION

**IT IS HEREBY RESOLVED**, ordered, and directed by the Board of Trustees of the Cypress-Fairbanks Independent School District the approval of the Chief Financial Officer, the assistant superintendent of business and financial services, and the treasurer as investment officers for the District.

**BE IT RESOLVED**, ordered, and directed that the Cypress-Fairbanks Independent School District adopt the Investment Policy on Public Funds and the Investment Strategy, in the form attached hereto as CDA (LOCAL), as the investment policy and investment strategy for the District pursuant to Chapter 2256, Texas Government Code of the Public Funds Investment Act, as amended.

**BE IT RESOLVED** by the Board of Trustees of the Cypress-Fairbanks Independent School District the approval of the Texas Association of School Boards (TASB), the Texas Association of School Business Officials (TASBO), Region IV Education Service Center, Local Government Investment Cooperative (LOGIC), Texas Association of School Administrators (TASA), Hilltop Securities, Texas Tech University, Texas State University, Patterson and Associates, TexPool, DAC Bond, Federated Investors, Inc., Public Trust Advisors, LLC and the North Central Texas Council of Governments as independent sources of instruction relating to investment responsibilities for the investment officers of the District as required by Section 2256.008(a), Texas Government Code of the Public Funds Investment Act, as amended.

**BE IT RESOLVED** by the Board of Trustees of the Cypress-Fairbanks Independent School District the approval of the investment training hours below which have been completed by the following investment officers of the District for the fiscal year ended June 30, 2024, as required by Section 2256.008(a-1)-(b), Texas Government Code of the Public Funds Investment Act, as amended.

| Investment Officer | Source of Training | Hours |
|---|---|---|
| Amanda Boles | Public Trust Advisors, LLC | 6 |
| Mable Isles | Public Trust Advisors, LLC | 8 |
| Anna Beth Kahre | Public Trust Advisors, LLC | 8 |
| Karen Smith | North Central Texas Council of Governments | 5 |
| Karen Smith | Public Trust Advisors, LLC | 4 |

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

**PASSED, APPROVED AND ADOPTED** this 17th day of June 2024.

_____
Scott Henry
President

Attest:

_____
Justin Ray
Secretary

**Scope and Legal Requirements**

Definition

The investment policy covers all financial assets under the direct control of the District. Transactions involving the purchase, sale, or maintenance of all District financial investments are included within the jurisdiction of this policy.

Compliance with Public Funds Investment Act

It is the policy of the District to comply fully with all provisions of the Public Funds Investment Act.

Local Investment Authority

In accordance with the Public Funds Investment Act, the responsibility for conducting investment transactions resides with the Trustees of the Board of Education. Pursuant to the Public Funds Investment Act, the Board has adopted this written policy for the investment and management of District funds.

The Board shall adopt at least annually a resolution stating that the investment policy has been reviewed.

Standard of Care

Investments shall be made, considering prevailing circumstances, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs and considering the probable safety of capital as well as probable income from an investment decision.

In determining the prudence of an investment decision, the determination should take into consideration the investment of all funds rather than the prudence of a single investment. Additionally, whether the investment decision was consistent with the investment policy should be considered.

**Purpose and Objectives**

Overall Investment Strategy

The overall primary objective of the investment and cash management policies is to ensure that District financial assets are properly safeguarded, provide an adequate rate of return, and provide the necessary liquidity for the District to react to changes in economic and market conditions.

Emphasis of Safety of Principal and Liquidity

The safety of principal and liquidity of investments are awarded the highest priority in decisions regarding District funds. The primary objective must be the preservation of capital entrusted to the District, while also ensuring that the funds are available to be utilized when needed. The order of priority is (1) preservation and safety of principal, (2) liquidity, and (3) yield.

Diversification As a Priority

The diversification of investments as relating to maturity, instruments, and issuers shall be considered a priority within the context of the overall investment policy. The intent of this policy is to ensure that losses incurred on any single security do not exceed income generated from the remainder of the portfolio.

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| Maturity Requirements And Restrictions | It is an objective of the District to match the maturity of investment instruments to cash flow needs. The dollar average weighted maturity of the portfolio as a whole will not exceed 547 days (18 months). The following restrictions apply to maturities for all investments in all funds:<br>1. No investment security shall have a stated maturity greater than three years.<br>2. A bankers' acceptance shall not have a stated maturity greater than 270 days.<br>3. The term of a reverse repurchase agreement shall not be greater than 90 days.<br>4. Commercial paper shall not have a stated maturity greater than 270 days.<br>5. Money market mutual funds shall have a dollar-weighted average stated maturity no greater than 90 days or two years depending on the type of mutual fund. |
| Yield Statement | It is the policy of the District to achieve an average rate of return consistent with the levels of risk and liquidity previously stated as highest priorities. |
| Individual Fund Investment Strategies | Individual fund strategies may set more stringent requirements on safety, liquidity, diversification, maturity, and yield but must at least meet the standards adopted in this policy. |
| Quality and Capability of Investment Staff | The District shall exercise due diligence in hiring and training staff responsible for investments and cash management. Staff shall have the skill levels and education necessary for the performance of these duties. |
| Cash Management Program | The investment policy is a component of the District's overall cash management program, which includes policies and procedures relating to all aspects of cash handling. |
| Investment Committee | An investment committee shall be responsible for giving guidance and aiding the investment staff. The investment committee shall determine a process for meeting and reviewing investment activity.<br>The investment committee shall be comprised of all District employees designated as primary or alternate investment officers. |
| **Monitoring Market Prices** | Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. The investment officer shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include: |

financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Authorities**

Designation and Limitations of Investment Officers

Authority to manage the District's investment program is derived from and delegated pursuant to provisions of the Public Funds Investment Act. Management responsibility for the investment program is hereby delegated to the primary investment officers. In the absence of a primary investment officer, an alternate investment officer shall have authority to transact business within procedures established by the primary investment officer.

The primary investment officer is responsible for establishing and maintaining written procedures for the investment program, which result in operations consistent with the investment policy. Procedures shall include explicit delegation of authority for all investment activities. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the primary investment officer. The primary investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Training Requirements

The treasurer and any other employees designated as primary investment officers shall attend at least one formal training session within 12 months after taking office or assuming duties. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with Chapter 2256. Training must be approved by the investment committee and provide at least ten hours of instruction. Additional training of not less than eight instructional hours must occur in every two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date.

Personal Business Disclosure Requirements

Officers and employees of the District involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

All investment officers shall complete a disclaimer or disclosure statement related to potential conflicts of interest annually or as conditions change. The statement will be submitted to the District's

internal auditor. The following types of relationships must be disclosed:

1. A personal business relationship by an investment officer with any entity attempting to sell an investment to the District.
2. Any investment officer related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the District.

If a conflict of interest involving an investment officer is noted by the District's internal auditor from the submitted disclosure statement, a written explanation of the relationship must be filed with the Board and the Texas Ethics Commission.

**Authorized and Suitable Investment Securities**

Authorized Securities

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of the U.S. government or its agencies and instrumentalities.
2. Direct obligations of the state of Texas or its agencies and instrumentalities.
3. Obligations of other states, agencies, counties, and cities which are rated for investment quality as A or higher.
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities.
5. Fully insured or collateralized certificates of deposits at commercial banks and savings and loan associations domiciled in the state of Texas.
6. Repurchase agreements if fully collateralized by the U.S. government or agencies, having a defined termination date, and placed through a primary government securities dealer as defined by the Federal Reserve, or a bank domiciled in the state of Texas. This authorization includes both direct and reverse security repurchase agreements. The term of reverse repurchase agreements shall not exceed 90 days.
7. Bankers' acceptances with maturities of 270 days or less, which are eligible collateral for borrowing from a Federal Reserve Bank and are accepted by a domestic bank whose

short-term obligations are rated at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

8. Commercial paper with maturities of 270 days or less, rated not less than A-1 or P-1 by at least two nationally recognized credit rating agencies or by one agency if fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state.

9. The following types of no-load mutual funds are authorized:

   a. A money market fund, which is regulated by the SEC, has a dollar-weighted average stated maturity of 90 days or less, and includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

   b. A mutual fund, except for bond proceeds, which is registered with the SEC, has an average weighted maturity of less than two years, is invested exclusively in obligations approved by Government Code Chapter 2256 (Subchapter A), is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and which conforms to the requirements in Government Code 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

10. Public fund investment pools meeting the requirements of Sections 2256.016–2256.019 of the Public Funds Investment Act.

11. A guaranteed investment contract is authorized for bond proceeds if it has a defined termination date, is secured by obligations described by Section 2256.009 of the Public Funds Investment Act in an amount equal to at least the amount of bond proceeds, and is pledged to the District and deposited with a third party selected by the District.

Unauthorized Securities

The following are not authorized investment securities and funds:

1. Derivative products known as collateralized mortgage obligations (CMO) regardless of whether they meet requirements for authorized investments under Section 2256.009 of the Public Funds Investment Act.

2. Derivative products including options, futures, options on futures, caps, collars, and floors.

3. Any investment in a certificate of deposit or repurchase agreement, which is secured by interest-only (I/O) or principal-only (P/O) strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with a maturity of greater than ten years, or collateralized mortgage obligations with an inverse floating interest rate.

Collateralization Requirements

Funds on deposit with the depository bank shall be collateralized by pledged, approved securities or a surety bond to adequately protect the funds of the District. The District shall have the right to designate the amount of approved securities and/or the aggregate amount of the bond to adequately protect the District. The District may not designate an amount less than the minimum percentage required by Section 2257.022(b), Government Code of the balance of District funds on deposit with the depository bank from day to day, less any applicable Federal Deposit Insurance Corporation insurance. The approved securities shall be valued at market value for purposes of calculating the designated amount of collateral required. The bank shall have the right and privilege of substituting approved securities upon obtaining the approval of the District.

Types of approved securities for collateralization include:

1. A direct obligation of the United States.
2. A general obligation that is backed by the full faith and credit of the United States.
3. An obligation the principal and interest on which are unconditionally guaranteed by the United States.
4. An obligation of an agency or instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality.
5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency and that has a current rating of not less than A or its equivalent.
6. Any security in which a public entity may invest under the Public Funds Investment Act.

Pledged approved securities shall be safe kept either by the Federal Reserve Bank System or a third party not associated directly with the depository bank. The safekeeping receipts shall designate the District as the pledgee.

In the instance that a surety bond is used as collateral, the bond shall be payable to Cypress-Fairbanks ISD and shall be signed by the bank and by some surety company authorized to do business in the state of Texas.

**Safekeeping Requirements**

All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

In order to reduce custodial credit risk, any obligation purchased by the District as an investment and recorded on the Federal Reserve's book entry system shall be confirmed to the District via a safekeeping receipt to be maintained on the books of a third party's safekeeping department.

Safekeeping for all other investments not specifically mentioned in this section shall be maintained at a third-party bank not associated directly with the District's depository.

The District shall retain clearly marked receipts providing proof of the District's ownership.

**Soliciting Bids**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, through electronic submission, or by a combination of these methods. Records shall be kept of the bids offered and the bids accepted, along with a brief explanation of the decision made regarding the purchase.

Based on an annual evaluation, major financial institutions and banks shall be deleted from or continued on the eligibility list. The following criteria shall be used in the annual evaluation:

1. Number of transactions competitively won.
2. Prompt and accurate confirmation of transactions.
3. Efficiency of securities deliveries.
4. Accuracy of market information.
5. Account servicing.

All investment instruments shall be in the name of the District and held at the District's safekeeping institution.

**Investment Strategies by Fund**

General Fund

The general fund includes operating funds, payroll, the tax lockbox, and general maintenance. The investment strategy for this fund has as its primary objective to ensure the preservation and safety of principal. Secondly, the objective shall be that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing quality, short- to medium-term securities whose maturities closely match the fund's cash flow requirements. Funds not needed for short-term cash flow

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| | requirements should have diversified maturities and issuers and be readily marketable in the secondary market. Yield will be enhanced by the use of maturity extension available within the confines of accurate cash flow projections. |
| Custodial Fund | The custodial fund is comprised of agency activity, pension, and endowment funds. The investment strategy for this fund has as its primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality, short-term securities and by investing predominantly in investment pools. |
| Special Revenue Fund | The special revenue fund includes food service, public activity, and consolidated application funds (grant funds). The investment strategy for this fund has as its primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality, short-term securities and by investing predominantly in investment pools (547 days). |
| Debt Service Fund | The investment strategy for the debt service fund has as its primary objective preservation and safety of principal. Secondly, the objective shall be sufficient liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Because the investments may be subject to arbitrage yield restrictions, an attempt to invest at a rate equal to or above the arbitrage yield limit shall be another objective. The maximum maturity of an individual security shall not exceed three years. This commingled fund has a maximum dollar average weighted maturity of 547 days (18 months). |
| Capital Projects Fund | The investment strategy for the capital projects fund has as its primary objective preservation and safety of principal. The secondary objective is to ensure that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing quality, short- to medium-term securities whose maturities closely match the projected cash flow schedules. The maximum maturity of an individual security shall not exceed three years. |
| Internal Service Fund | The internal service fund is comprised of health insurance and workers' compensation funds. The investment strategy for this fund has as its primary objective preservation and safety of principal, as well as investment liquidity to meet daily insurance drafts. These objectives shall be accomplished by purchasing short-term securities and using investment pools for liquidity purposes. The maximum maturity of an individual investment shall not exceed three years. |

Enterprise Fund

The enterprise fund is comprised of community programs funds. The investment strategy for this fund has as its primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality, short-term securities and by investing predominantly in investment pools.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Diversification Requirements**

Diversification of the investment portfolio shall be desirable to reduce the risk of losses due to a change in market conditions, such as interest rate changes (interest rate risk) or institutional failure (concentration of credit risk). The District's diversification policies are designed to reduce both types of loss risks.

Diversification is primarily reviewed on a portfolio-wide basis. It is recognized that while specific funds may not have large enough individual investment balances to diversify, the investment portfolio as a whole can be adequately diversified.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates may adversely affect the value of investments. The District reduces exposure to this risk through the use of final and weighted average maturity limits and diversification.

The District monitors interest rate risk utilizing weighted average maturity and duration analysis.

**Portfolio Evaluation and Reporting**

In conjunction with the District's annual financial audit, a compliance audit shall be performed to review management controls and adherence to the investment policy.

Reporting Requirements

Quarterly reports shall be submitted to the Board detailing the purchase, sale, and maturity of investments, the market value of investments, a compliance statement, and any other information that is deemed necessary to properly apprise the Board of the status of District investments.

The District shall establish performance standards using benchmark market yields to provide a comparative basis for judging whether adequate rates of return are being achieved.

**Internal Controls**

The treasurer shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the internal auditor periodically and by the independent auditors. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, anticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include: control of collusion, segregation of duties, separation of transaction authority from accounting and recordkeeping, custodial safekeeping, avoidance of bearer form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, limitations on the number of authorized investment officials, and documentation of transactions and strategies.

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN CYPRESS FAIRBANKS ISD**
**AND TARLETON STATE UNIVERSITY**
**REGARDING THE DISTINGUISHED HIGH SCHOOL PARTNERSHIP PROGRAM**

This Memorandum of Understanding ("MOU") is between Tarleton State University ("TARLETON"), a member of The Texas A&M University System and an agency of the state of Texas, and Cypress Fairbanks ISD ("CFISD"), with its primary offices located in Cypress, Texas.

CFISD is a public primary and secondary educational institution accredited by the Texas Education Agency to certify completion of all educational requirements through high school graduation, and TARLETON is a public university and a member of The Texas A&M University System accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associates, baccalaureate, masters and doctoral degrees.

The continued and ongoing partnership between CFISD and TARLETON furthers the educational mission of each institution. CFISD derives a benefit for its high achieving students by ensuring higher educational opportunities at TARLETON following high school graduation from CFISD, and TARLETON derives a benefit from the targeted and intentional promotion of its educational opportunities to the high achieving students of CFISD.

CFISD and TARLETON desire to enter into a memorandum of understanding regarding the automatic acceptance of students graduating within the top 50% of their respective classes from CFISD.

The parties therefore agree as follows:

1. TARLETON shall grant automatic admission to all CFISD students who graduate within the top 50% of their respective classes from CFISD, and shall waive the requirement that such students submit scores from the ACT (American College Test) or SAT (Scholastic Aptitude Test) to be considered for admission. CFISD acknowledges students should be aware not submitting test scores may compromise their consideration for scholarships.

2. TARLETON shall waive the admissions application fee for all CFISD students who meet Tarleton's criteria to receive an application fee waiver.

3. CFISD graduates who qualify for Tarleton's Guaranteed Scholarship Program (GSP) and attend TARLETON will receive an award guarantee $1,000 above the GSP level for which they qualify if the student is ranked in the top 10% of their graduating class, or $500 above the GSP level for which they qualify if the student is ranked in the top 50% (but not top 10%) of their graduating class. GSP eligibility criteria and award levels can be found on the university website at:
   http://www.tarleton.edu/becomeatexan/guaranteedscholarship.
   TARLETON shall contact CFISD counselors to notify them of scholarship opportunities available to CFISD graduates as such opportunities come available.

4. TARLETON shall provide ongoing support at CFISD, such as financial aid, admissions, and degree counseling; work study mentorships; peer mentoring; etc. Specific activities are subject to further discussion by the parties and the availability of necessary resources.

5. Tarleton shall permit CFISD graduates admitted to Tarleton under the terms of this agreement and who complete an Associate of Arts (AA), Associate of Science (AS) or Associate of Applied Science (AAS) degree while attending CFISD to enroll in approved Tarleton degree programs offered at the associated Tarleton campus(es) (Stephenville, Fort Worth, Online, Waco, or RELLIS-Bryan), subject to compliance with university policies for online course enrollment. For those students having completed an AAS degree, Tarleton will expedite processing to apply up to 36 hours (depending upon the desired/approved Tarleton degree program) of technical/vocational credits earned through completion of the AAS degree, toward the desired and approved Tarleton degree program.

6. CFISD shall generally promote the availability of the opportunity described in section 1 to all of its students, parents, and community stakeholders, and shall specifically inform each qualifying graduate of the opportunity for automatic admission to TARLETON upon submission of application.

7. 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 MOU and all of the transactions it contemplates. Venue for any claim arising out of or relating to this MOU and all of the transactions it contemplates is as provided under Texas law.

8. Each provision of this MOU 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 MOU remain valid, legal, and enforceable.

9. This MOU is the complete, final, and exclusive statement of the parties as to its subject matter, and supersedes any previous agreements or understandings between the parties as to that subject matter. This MOU may be amended, modified, or supplemented only by a written agreement signed by both parties. Any waiver of the terms and conditions of this MOU must be in writing signed by the party granting such waiver and will not waive any other failure to perform.

10. Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, or (c) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

| | |
|---|---|
| Cypress Fairbanks ISD: | Dr. Douglas Killian<br>Cypress Fairbanks ISD<br>11440 Matzke Rd.<br>Cypress, TX 77429 |
| TARLETON: | Vice President for Enrollment<br>Management Tarleton State University<br>Box T-0430<br>Stephenville, TX 76402 |

11. As used in this MOU, the term "partnership" (including all its derivatives) is used solely with the meaning of "collaboration" and is not intended to create any rights or obligations (other than those contractual obligations expressly provided in this agreement) under the laws of partnership of any jurisdiction. The parties intend to be independent contractors, and 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.

12. This MOU is in effect for the Cypress Fairbanks ISD 2024-25 school year, and will renew automatically for up to four successive annual terms unless terminated by either party with written notice to the other no later than June 30 of each year.

The parties have executed this MOU on the dates indicated below.

**CYPRESS FAIRBANKS ISD**

_____
Dr. Douglas Killian, Superintendent

Date: _____

**TARLETON STATE UNIVERSITY**

_____
Dr. James Hurley, President

Date: _____

**AGREEMENT**
**BETWEEN**
**TEXAS A&M UNIVERSITY**
**AND**
**Cypress-Fairbanks Independent School District**

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("Texas A&M"), and Cypress-Fairbanks Independent School District ("Cypress-Fairbanks ISD"), individually referred to as "Party" or collectively referred to as "Parties",

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to Texas A&M and to Cypress-Fairbanks ISD, and will further the public outreach service and research objectives of Texas A&M in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. STATEMENT OF WORK. Texas A&M agrees to use its best efforts to coordinate support for Cypress-Fairbanks ISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college adviser's job description is outlined in the statement of purpose and services to be performed paragraph of the Texas A&M Chapter of Advise TX Memorandum of Understanding ("MOU"), which is incorporated herein by this reference.

2. PROJECT DIRECTOR. The tasks will be supervised by the Undergraduate Strategic Partnerships, Texas A&M.

3. PERIOD OF PERFORMANCE. The program shall be conducted during the 2024 – 2025 Texas A&M academic years. [August 12, 2024- June 15, 2025.]

4. PRICE AND PAYMENT. As compensation for performance under this AGREEMENT, Cypress-Fairbanks ISD agrees to annually award Texas A&M Twelve Thousand Five Hundred Dollars ($12,500.00) per advisor to employ and train the advisor or provide supplies for the program. Payments shall be made by Cypress-Fairbanks ISD in the following manner: payment shall be made within thirty (30) days of the beginning of the Period of Performance. Expenses incurred within the sixty (60) day period prior to the Period of Performance are allowed if they are directly related to these program costs.

Texas A&M shall contact the following address and/or person for financial inquiries:

| | |
|---|---|
| ISD Name: | Cypress-Fairbanks Independent School District<br>Mark Henry Administration Building<br>11440 Matzke Rd.<br>Cypress, TX 77429 |
| Telephone: | 281-897-4068 |
| Attn: | Christina Cole, Supt. for School Leadership & Franklin Sampson, Director for Guidance & Counseling |

5. DELIVERABLES. The following deliverables are required under this AGREEMENT:

Texas A&M agrees to provide reports to Cypress-Fairbanks ISD in accordance with the College Advising Corps manual and agreement.

6. NOTICES. Any notice required or permitted under this AGREEMENT must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. Texas A&M and Cypress-Fairbanks ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M: Texas A&M University
Undergraduate Strategic Partnerships
MS 1265 TEXAS A&M
College Station, TX 77843-1265
Attn: Director of Strategic Partnerships
Telephone: (979) 458-0969
Facsimile: (979) 458-0434

Cy-Fair ISD: Cypress-Fairbanks Independent School District
Mark Henry Administration Building
11440 Matzke Rd.
Cypress, TX 77429

Attention: Christina Cole, Supt. for School Leadership & Franklin Sampson, Director for Guidance & Counseling
Telephone: 281-897-4068

7. EXPORT ADMINISTRATION. It is understood that Texas A&M is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both Texas A&M and Cypress-Fairbanks ISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

8. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

9. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Cypress-Fairbanks ISD to attempt to resolve any claim for breach of contract made by Cypress-Fairbanks ISD that cannot be resolved in the ordinary course of business. Cypress-Fairbanks ISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Cypress-Fairbanks ISD's claim and any counterclaim and negotiate with Cypress-Fairbanks ISD in an effort to resolve the claim.

11. TERMINATION. Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 12 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 6. In the event of termination for convenience, Texas A&M will be reimbursed for all costs and commitments incurred by Texas A&M prior to the date of termination.

12. NOTICE OF DEFAULT. In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 6 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 6 of this AGREEMENT.

13. FORCE MAJEURE. Neither Party will be in breach of its obligations under this AGREEMENT (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

14. GOVERNING LAW. This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against Texas A&M pertaining to this AGREEMENT.

15. NON-WAIVER. Cypress-Fairbanks ISD expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

16. CONFLICT OF INTEREST. By executing and/or accepting this Agreement, Cypress-Fairbanks ISD and each person signing on behalf of Cypress-Fairbanks ISD certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

17. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:

| Cypress-Fairbanks ISD | TEXAS A&M UNIVERSITY |
|---|---|
| _____ | _____ |
| Signature | Signature |
| | Kenneth Johnson |
| _____ | Director of Strategic Partnerships____ |
| Name & Title | Name and Title |
| _____ | _____ |
| Date | Date |

# Texas A&M Chapter of Advise TX Memorandum of Understanding

**among**

**Texas Higher Education Coordinating Board, Texas A&M University, and Cypress-Fairbanks Independent School District**

## Parties

This is a Memorandum of Understanding ("MOU") among the Texas Higher Education Coordinating Board ("THECB"), Texas A&M University ("University"), and Cypress-Fairbanks Independent School District (hereafter referred to as "Cypress-Fairbanks ISD" and/or the "high school") relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as "The Advise TX program", "Advise TX", or as "the project").

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps ("CAC"), and CAC's contracted evaluation team).

Cypress-Fairbanks ISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

Cypress Springs High School

Collectively hereinafter the parties to this MOU will be referred to as "Parties" or, individually, as "Party."

## Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time "near-peer" advisers in targeted Texas high schools ("Advisers"). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2022-2023 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Cypress-Fairbanks ISD. The Texas A&M University Undergraduate Strategic Partnerships serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges ; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student's choice. . The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Cypress-Fairbanks ISD high schools identified herein.

THECB, the University, the Cypress-Fairbanks ISD, and each participating high school in the Cypress-Fairbanks ISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.

3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Cypress-Fairbanks ISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Cypress-Fairbanks ISD which contains Personally Identifiable Information ("PII"), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g (such PII is herein referred to as "FERPA Data"). Cypress-Fairbanks ISD's disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 ("the Audit and Evaluation exception") and (2) the Advisers performing an institutional service or function for which the Cypress-Fairbanks ISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) ("the School Officials Exception").

**The University agrees to the following terms during the project:**

1. Identify, recruit, and appoint one Adviser to serve each of the Cypress-Fairbanks ISD high schools identified herein for an average of 40 hours per week for the period of August 12, 2024 – June 15, 2025.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Cypress-Fairbanks ISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year. In the event that services must be performed remotely, due to school closure, and/or health and safety concerns, a schedule will be established between the on-site liaison, Advise TX Program Director, and Adviser to assist high school students virtually.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Cypress-Fairbanks ISD and the high school, as the Cypress-Fairbanks ISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Cypress-Fairbanks ISD and the high school beyond the current term.
10. Keep any and all student-level data provided by the Cypress-Fairbanks ISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.
12. Advise TX will adhere to all local, state, and federal orders, and Cypress-Fairbanks ISD safety guidelines related to the COVID-19 pandemic and must wear personal protective face coverings, wash their hands often for 20 seconds or more (or use hand sanitizer with 60-95% alcohol content), and practice social distancing per CDC guidelines.

**The Cypress-Fairbanks ISD and/or high school agrees to the following terms during the project:**

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 15, 2022 and ending June 15, 2023; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

**Purpose and Description of Program Evaluation to be Conducted**

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:

- comprehensive compilation and analysis of direct outcomes for the Advise TX program
- comparative analysis of college-going rates between control schools and program-participating schools
- assessment of increased scholarship dollars for universities and students
- analysis and assessment of college preparation activities undertaken by high school students
- identification of success factors that contribute to increased college-going rates and improved school morale
- examination of the relationship between student grades, class schedules, and college enrollment
- a qualitative and quantitative study of student awareness regarding higher education

2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Cypress-Fairbanks ISD and/or high school and disclosed to THECB as further described in the "FERPA Compliance" provision within this MOU.

**FERPA Authorized Representatives and Adviser Serving as School Official**

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Cypress-Fairbanks ISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC's contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Cypress-Fairbanks ISD, shall have access to the student education records of Cypress-Fairbanks ISD pursuant to the policies and restrictions identified in the "FERPA Compliance" provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser's role as a school official for the Cypress-Fairbanks ISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

**FERPA Compliance**

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Cypress-Fairbanks ISD to THECB or the Adviser pursuant to this MOU:

    - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps' umbrella organization.
    - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program's success.
    - By disclosing PII from education records to THECB or the Adviser, Cypress-Fairbanks ISD in no way assigns ownership of this data to an authorized representative or the Adviser.
    - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Cypress-Fairbanks

ISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify Cypress-Fairbanks ISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

**Term of MOU**

This MOU begins July 1, 2024 and shall terminate on July 31, 2025.

**Legal Compliance and Right to Audit**

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

**Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

**Applicable Law**

This MOU shall be governed by the laws of the State of Texas.

**Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

**Trademark**

The Parties certify and acknowledge that the Advise TX® and the Advise TX College Advising Corps® word marks and logos are the trademarks or registered trademarks of THECB. The University and Cypress-Fairbanks ISD are responsible for including the trademark registration notice (®) on the trademarks.

**Amendments**

This MOU may be modified only by written amendment executed by the Parties hereto.

**Termination or option to individually opt out of program participation**

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

ACCEPTED AND AGREED:

Cypress-Fairbanks ISD

_____
Signature

_____
Name & Title

_____
Date

TEXAS A&M UNIVERSITY

_____
Signature

_____
Name and Title

_____
Date

Texas Higher Education Coordinating Board

_____
Signature

_____
Name & Title

_____
Date

**INTERLOCAL AGREEMENT**
(Youth Service Specialists and Coordinators for Cypress-Fairbanks ISD)

## I.
## PARTIES

The parties to this Agreement are the **CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT** (District), and HARRIS COUNTY (County), a body corporate and politic under the laws of the State of Texas, on behalf of Harris County Resources for Children and Adults (HCRCA).

## II.
## PURPOSE

A. The purpose of this Agreement is to allow the County and District to provide specialized services to students and families in District that are currently not available. District has received a commitment from the County to assist the District in providing voluntary social services as quickly as possible to District students and their families who are in crisis.

B. The County, through HCRCA, operates a Community Youth Services program (CYS). As a participant in the CYS program, District will pay a portion of the cost of one or more Youth Services Specialists (YSS) and one or more Coordinators, including salary, benefits, and any additional expenses incurred in providing the services to children and families within District. The program will allow youth to obtain needed social services without the expense or the stigma of juvenile court intervention and leaves financial responsibility and authority with the family as much as possible.

C. District has examined and is familiar with such special services, as set forth below, and the rules and guidelines applicable thereto and wants one or more YSS and one or more Coordinators to provide services from District facility.

## III.
## COUNTY OBLIGATIONS

A. During the term of this Agreement, HCRCA shall provide the services of **fifteen (15) Youth Service Specialists** for the following purposes:

To provide crisis counseling and consultation to students and families in District selected from referrals by District authorities, parents, social service agencies, interested parties and the students themselves;

To provide follow up to appropriate referrals from the Texas Department of Family and Protective Services ('TDFPS') and the Youth Service Center;

To assist families in voluntary facility placements outside of the home;

To provide resource information to District personnel concerning services for District students and families;

To provide, when requested by a family, referrals to appropriate County services;

To serve as a liaison between HCRCA, Harris County Juvenile Probation Department, and the District;

To attend CYS unit, division, or agency meetings deemed necessary by HCRCA and/or the District;

To attend training functions, orientation or other meetings that are deemed necessary by HCRCA and/or the District;

To make home visits when it is deemed necessary for the best interest of the family by HCRCA and/or the District;

To provide additional counseling and social services deemed necessary for the best interest of the family by HCRCA and/or the District; and

To keep, manage, and organize all reports, information, records and other written materials necessary for the completion of the above-listed services; such reports, information, records, and other written material to be furnished upon request to appropriate District and TDFPS personnel, unless such information is protected under any state or federal law. All reports, information, records and other written material created and maintained by HCRCA shall be and remain the sole and exclusive property of HCRCA.

The YSS will report periodically to **Franklin Sampson** of the District or other District designee ("the District Supervisor") for consultation concerning the activities of the YSS.

The range of activities for each YSS will be strictly limited to the duties and responsibilities outlined in this Agreement. Further, each YSS will work exclusively with District residents and his or her activities will be bound by the geographic borders of the District.

B. During the term of this Agreement, HCRCA shall provide the services of **two (2) Coordinators** for the following purposes:

To review and assign referrals for DigiSafe Program, per district protocol

To provide follow up to appropriate referrals from the Texas Department of Family and Protective Services ('TDFPS') and the Youth Service Center;

To promote digital safety initiatives across the district, coordinating presentations and curricula to educate students and parents

To develop outreach materials (flyers, information sheets, social media content) for the district, as it relates to Digital Citizenship and safety.

To provide, when requested by a family, referrals to appropriate County services;

To serve as a liaison between HCRCA, Harris County Juvenile Probation Department, and the District;

To attend CYS unit, division, or agency meetings deemed necessary by HCRCA and/or the District;

To attend training functions, orientation or other meetings that are deemed necessary by HCRCA and/or the District;

To keep, manage, and organize all reports, information, records and other written materials necessary for the completion of the above-listed services; such reports, information, records, and other written material to be furnished upon request to appropriate District and TDFPS personnel, unless such information is protected under any state or federal law. All reports, information, records and other written material created and maintained by HCRCA shall be and remain the sole and exclusive property of HCRCA.

The Coordinator will report periodically to **Franklin Sampson** of the District or other District designee ("the District Supervisor") for consultation concerning the activities of the Coordinator.

The range of activities for each Coordinator will be strictly limited to the duties and responsibilities outlined in this Agreement. Further, each Coordinator will work exclusively with District residents and his or her activities will be bound by the geographic borders of the District.

C. **Paula Wilkes/Olivia McElrath**, CYS supervisors or another Harris County designee ("the County supervisor") will be fully responsible for:

1. The supervision of the Coordinator and YSS, including casework and compliance with District and County policies and procedures;
2. Approving any leave taken and prepare bi-weekly time sheets;
3. Conduct an annual review of the Coordinator's and YSS' activities with the District designee and reviewing their evaluation of service; and
4. Providing follow up with District designee regarding Coordinator and YSS performance during the year.

If District becomes concerned or dissatisfied with any YSS's or Coordinator's behavior or performance, the District designee must promptly contact the County Supervisor responsible for the supervision of the employee or the Administrator responsible for the oversight of this Agreement. Upon receiving necessary documentation from the District designee to support the presented concern or recommended action, the County Supervisor or Administrator along with the

District designee will determine the necessary and appropriate action or process to resolve the personnel or performance issue.

D. The County shall be responsible for determining such daily items as scheduled hours, sick leave, annual leave, compensatory time, and time away from the office for workshops, training, and/or staff meetings, as well as providing Workers' Compensation Insurance. The County is solely responsible for paying and agrees to pay State and Federal payroll and/or any other employment taxes that may be owed by or on behalf of each YSS and Coordinator, including federal income taxes, social security, and Medicare taxes on each YSS and Coordinator.

E. Each YSS and Coordinator will work a minimum of forty (40) hours per week during each month of this Agreement. To accommodate working parents, the hours will not necessarily be from 8:00 a.m. to 5:00 p.m. Each YSS and Coordinator will inform the appropriate District designee in advance of his or her work schedule, whereabouts, and any adjustments to the work schedule. In addition, consideration shall be given to the District's work schedule.

F. Each YSS and Coordinator hired under this Agreement will remain an employee of the County. The County will provide the benefits to which other "regular" County employees are entitled, as that term is defined in the current Harris County Personnel Regulations. However, the YSS and Coordinator will not observe Harris County holidays falling on days when the District schools are in session. In the event that inclement weather forces the District to hold classes on a day reserved by the District as a bad weather day, County reserves the right to negotiate the work schedule for those days. This Agreement is not intended to create or establish the relationship of employer and employee between District and any YSS or Coordinator. No Coordinator or YSS shall be considered an agent of District nor have any authority to bind District in any manner.

G. Each YSS and Coordinator will be bound by the practices and procedures described in the HCRCA personnel manual. Each YSS and Coordinator should also be aware of any applicable District policies and procedures.

H. The County Supervisor will prepare an annual evaluation of each YSS and each Coordinator's activities according to agency policy and will request comments from the District's personnel to be included in the annual evaluation.

I. The County Supervisor will also submit an annual report of each YSS and each Coordinator's activities to the District's designee to outline what services each YSS and Coordinator has provided during the term of the Agreement.

J. The County agrees to observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

K. The County agrees that the District, the Texas Education Agency, and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the County which are directly pertinent to this specific

Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, unless prohibited by law. The County agrees to maintain all required records for six years after the District makes final payment and all other pending matters are closed.

L. The County agrees to provide periodic reports to the District on the number of students and families served under this Agreement. The County will also provide other statistical data reasonably available to it that may be requested by the District.

M. The County has conducted state-level criminal background checks for each YSS and Coordinator, at the time of hiring, through the Texas Department of Safety. The District understands that a state-level criminal background check is not sufficient for the purposes of Texas Education Code §22.0834(a) and agrees that the District will ensure compliance with Texas and federal law. The County will require each YSS and Coordinator to submit to a criminal background check as deemed necessary by the District.

## IV.
## OTHER COUNTY SERVICES

In addition to YSS and Coordinator personnel costs, Harris County provides an array of children and youth services. Therefore, based on the availability of grant and County funds, County may, at its discretion, provide the following services to students and families at **no additional cost** to District. Although prices are listed below, such prices merely indicate the costs to Harris County:

- Individual and Family Therapy ($75.00 per session/maximum 6 sessions per family in the office and $95 per session in the home)
- Group Therapy Services ($25.00 per child/10 children per group)
- Common Sense Parenting Program ($16,500 annual program costs)
- Donated Funds ($3,000-6,000 annually to assist with emergency basic needs)
- BEAR - Be a Resource for CPS Kids: a 501(c)(3) public/private partnership that provides goods and services to children involved with CPS in Harris County and youth served by Harris County Resources for Children and Adults. The CYS program receives school supplies, school uniforms, and other clothing, lice shampoo, baby and infant car seats, baby and infant cribs, hygiene supplies and holiday gifts.
- Access to Kinder Emergency Shelter (at $153.09 per day/per child): The shelter provides youth 12-17 years old who are in crisis with a safe, short-term, home like environment until they can be returned home or other alternative placement. The youth and the parent must both agree to the 30-day placement.
- Community Resource Coordination Group (CRCG): made of up of representatives from child serving agencies in Harris County that come together to discuss difficult cases of youth whose complex needs cannot be met by one agency. CRCG attempts to develop a plan for coordinated use of community services to meet the child/family needs.

The YSS and Coordinator can also access an array of other youth services provided by HCRCA (based on eligibility requirements).

## V.
## DISTRICT OBLIGATIONS

During the term of this Agreement, the District shall:

1. Certify that each YSS has submitted to a national criminal history record information review before being employed or serving in a capacity described by Texas Education Code §22.0834(a);

2. Certify that no YSS has been convicted of a disqualifying offense identified in Texas Education Code §22.085. Upon receipt of information that any YSS has been convicted of a disqualifying offense identified in the Texas Education Code Section, the District will notify County and remove such employee from any direct contact with students and from any District campus;

3. Certify that the information required by the Texas Department of Safety for obtaining national criminal history record information, which may include fingerprints and photographs, has been sent to the Texas Department of Safety for each YSS;

4. Certify that the District has obtained all criminal history record information for each YSS through the criminal history clearinghouse, to the maximum extent permitted by federal law, as provided by Government Code §411.0845;

5. Provide suitable office space for each YSS and each Coordinator provided under this Agreement and make such office space within the District available as needed for the performance of the duties set forth in Section III of this Agreement;

6. Identify a District Information Technology Department liaison to provide technical assistance and consultation to the Harris County Universal Services Department personnel on all information technology related issues;

7. Provide ongoing access to internet and secured (https) Harris County websites, to include but not limited to Citrix, VPN, and Harris County e-mail, for the performance of the duties set forth on Section III of this Agreement, and add Harris County secured (https) sites to District's list of approved sites to ensure ongoing access during changes and/or upgrades to District security protocols;

8. Observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in the performance of this Agreement;

9. Provide administration/coordination as appropriate through the applicable District Departments;

10. Provide appropriate educational materials, resources, pamphlets and brochures to distribute to students and parents as appropriate;

11. Promptly contact the County Supervisor responsible for the supervision of the YSS or Coordinator or the Administrator responsible for the oversight of this Agreement if District becomes concerned or dissatisfied with any YSS or Coordinator's behavior or performance. The District designee will be responsible for presenting any necessary documentation to support the presented concern or recommended action, and if needed, shall be available for participation in any meetings related to this process. District must inform the County Supervisor or Administrator prior to any ongoing investigation arising from the YSS or Coordinator behavior or performance. The County Supervisor or Administrator along with the District designee will determine the necessary and appropriate action or process to resolve the personnel or performance issue; and

12. Provide in-service training to each YSS and Coordinator on District policy, procedures and programs.

## VI.
## METHOD OF PAYMENT

A. **Youth Service Specialist.** District agrees to reimburse County an annual standard fee, as calculated by HCRCA. The annual standard fee includes one-half of the average cost of the salary, fringe benefits, mileage, and cellular phone and telephone cost for one YSS. For the term of this Agreement, the annual standard fee per YSS is **FORTY-THREE THOUSAND THREE HUNDRED FIFTY-THREE AND NO/100 DOLLARS ($43,353.00)**, which is rounded to **$3,612.75 per monthly billing period** (for 12 months). However, the County shall reduce each invoice by a prorated amount for every day that a position is unfilled and corresponding services not rendered, and District shall only pay the equal monthly installment reduced by the prorated amount. However, the County reserves the right to fill any vacant position with qualified HCRCA relief staff to fulfill contractual obligations pursuant to this Agreement.

B. **Coordinators.** District agrees to reimburse County an annual standard fee, as calculated by HCRCA. The annual standard fee includes one-half of the average cost of the salary, fringe benefits, mileage, and cellular phone stipend and telephone cost for one Coordinator. For the term of this Agreement, the annual standard fee per Coordinator is **FORTY-THREE THOUSAND THREE HUNDRED FIFTY-THREE AND NO/100 DOLLARS ($43,353.00)**, which is rounded to **$3,612.75 per monthly billing period** (for 12 months). However, the County shall reduce each invoice by a prorated amount for every day that a position is unfilled and corresponding services not rendered, and District shall only pay the equal monthly installment reduced by the prorated amount. However, the County reserves the right to fill any vacant position with qualified HCRCA relief staff to fulfill contractual obligations pursuant to this Agreement.

C. On or about the 15th day of each calendar month following the delivery of the services provided by the County under this Agreement, the County will submit to the District a statement for services provided during the previous calendar month. Further, failure of Harris County to make demand for payments due is not a waiver of District's obligation to make timely payments.

D. The District shall begin processing such billing statement promptly upon receipt and agrees to pay same within thirty (30) days of receipt of the statement, except as otherwise provided under section 2251.021 of the Texas Government Code. Payment shall be due and payable at the office of the County Treasurer, 1001 PRESTON ST STE 652, HOUSTON TX 77002-1816.

E. Notwithstanding anything in this Agreement to the contrary, the cost of such services to the District will not exceed a grand total for this Agreement of **$737,001.00,** which shall be paid by District over no more than 12 months. District shall pay to County **$61,416.75** per calendar month.

F. Prior to the execution of this Agreement, the District has been advised by the County and the District understands and agrees that the County is paying the salaries, benefits, and other costs of the Coordinators and YSS from the funds provided by the District as described in subsection A. County has not appropriated additional funding to cover any expenses, costs, or liabilities arising from this Agreement.

## VII.
## TERM

The term of this Agreement shall begin on **August 1, 2024** and end (unless the term of this Agreement is sooner terminated in accordance with the provisions hereof) on **July 31, 2025**.

## VIII.
## TERMINATION PROVISIONS

A. Either Party may terminate this Agreement without cause, prior to the expiration of the term set forth above, upon 30 days written notice to the other Party. HCRCA is authorized to give notice for County. Such notice must specify the effective date of termination and the District is only liable for those services actually completed up to the date of termination.

B. Upon notice of termination from the District to the County, the County shall stop work under the Agreement on the date and to the extent specified in the notice of termination.

C. Within 30 days after the effective date of such termination, the County will submit its termination statement for the month in which termination occurs in the manner set forth above for monthly billing statements and District shall process the billing statement in the manner set forth above for monthly billing statements.

## IX.
## MANDATORY HIPAA BUSINESS ASSOCIATE PROVISIONS

**1) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")**

HIPAA. To the extent District serves as a business associate of County pursuant to HIPAA, District's Responsibilities Regarding Use and Disclosure of Protected Health Information (PHI) are as follows:

A. Definitions.

1. "Confidential Information" is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).

2. "Protected Health Information" ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the County.

3. "Electronic Protected Health Information" ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.

4. "Security Incident" shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. District agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.

2. District agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at District's own expense.

3. District agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of District's services to the County. Compliance with this paragraph is at District's own expense.

4. The terms used in this Agreement shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. District represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. District is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI*. District agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by District pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*. District agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by District pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either District or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

3. *Safeguarding PHI*. District agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or as required by State or Federal law, regulation, or rule.

4. *Safeguarding EPHI*. District agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:

a) Encryption of EPHI that District stores and transmits;

b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;

c) Use of updated antivirus software;

d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

e) Conduct of periodic security training.

5. *Reporting Security Incidents*. District agrees to report to the County any Security Incident **immediately** upon becoming aware of such. District further agrees to provide the County with the following information regarding the Security Incident

as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If District determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the District agrees to notify the County in writing of the conditions that make reproduction infeasible and any information the District has regarding the PHI or EPHI involved.

District agrees to cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by District.

District will take the following steps in response, to the extent necessary or required by law, including, but not limited to, notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

District agrees to reimburse the County for all expenses incurred as a result of District's Security Incidents, including, but not limited to, expenses related to the activities described above.

6. *EPHI and Subcontractors*. District shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, District agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.

7. *Subcontractors and Agents*. District shall require any subcontractor or agent to whom District provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by District pursuant to this Agreement, to agree to the same restrictions and conditions that apply to District with respect to such PHI and EPHI.

8. *Reciprocal Disclosures*. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:

   a) to be bound by these provisions with regard to PHI or EPHI received from District;

   b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and

   c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.

9. *Mitigation*. District agrees to mitigate, to the extent practicable, any harmful effect that is known to District of a use or disclosure of PHI or EPHI by District, or by a subcontractor or agent of District, resulting from a violation of this Agreement, including violations of the Privacy and Security Requirements stated herein. District also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.

10. *Notice – Access by Individual*. District agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, District agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.

11. *Notice – Request for Amendment*. District agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. District agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.

12. *Notice – Request for Accounting*. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, District agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI.

District agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

13. *HHS Inspection*. Upon written request, District agrees to make available to HHS or its designee, District's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.

14. *County Inspection*. Upon written request, District agrees to make available to the County and its duly authorized representatives during normal business hours District's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. District agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. District agrees to allow similar access to books, records, and documents related to contracts between District and organizations related to or subcontracted by District to whom District provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

15. *PHI or EPHI Amendment*. District agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.

16. *Documentation of Disclosures*. District agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.

17. *Termination Procedures*. Upon termination of this Agreement for any reason, District agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by District pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when District maintains PHI or EPHI from the County in any form. If

District determines that transferring or destroying the PHI or EPHI is infeasible, District agrees:

a) to notify the County of the conditions that make transfer or destruction infeasible;

b) to extend the protections of this Agreement to such PHI or EPHI; and

c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination*. Upon written notice to District, the County may terminate any portion of the Agreement under which District maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to District, the County may terminate the entire Agreement if the County determines, at its sole discretion, that District has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. District's obligations with regard to PHI and EPHI shall survive termination of this Agreement and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy and Security Requirements.

**G. Indemnification. District agrees to indemnify and hold harmless, to the extent allowed by law, the County and its officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**

**1. a breach of this Agreement relating to the Privacy and Security Requirements by District; or**

**2. any negligent or wrongful acts or omissions of District or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**

**To the extent that this indemnification conflicts with Texas law, such indemnity is void.**

H. This provision survives the termination of the Agreement and expires six (6) years after its termination.

## X.
## MISCELLANEOUS

A. Any notice required or permitted to be given by the County to the District hereunder may be given by certified or registered United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Dr. Douglas Killian
P.O. Box 692003
Houston, Texas 77269-2003

Attn: Christina Cole, Chief Officer for School Leadership
P.O. Box 692003
Houston, Texas 77269-2003

Any notice required or permitted to be given by the District to the County hereunder may be given by certified or registered United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Attn: Executive Director
Harris County Resources for Children and Adults
2525 Murworth Drive
Houston, Texas 77054-1603

Such notice shall be considered given and complete upon deposit in the United States Mail. Either party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

B. Neither the District nor the County waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

C. This Agreement shall be construed according to the laws of the State of Texas. The parties consent to the jurisdiction and venue of the courts of Houston, Harris County, Texas for any action under this Agreement. The exclusive forum for any action arising under this agreement is a state or federal court of competent jurisdiction in Texas.

D. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes any prior contract between the parties with regard to the terms and provisions contained herein. This Agreement may be modified only by a written instrument signed by both parties.

E. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

F. To the extent that the County will come into possession of student records and information, and to the extent that the County will be involved in the survey, analysis or evaluation of students incidental to this Agreement, the County agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that, pursuant to the Texas Public Information Act (PIA), District is required to furnish District records that are in the possession of the County, the County agrees to furnish such information and records as required by the PIA, subject to the County's right to establish any exceptions to the PIA.

G. E-Mail Addresses. Each party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other party. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by each party and agents acting on each party's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise. However, neither party can consent to disclosure of a third party's email addresses, such as those of students or their families.

H. This Agreement may be executed in multiple originals.

[EXECUTION PAGE FOLLOWS]

CY-FAIR INDEPENDENT
SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: _____
Date: _____

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: _____
Alexa Moores
Assistant County Attorney
C.A. File 24GEN0992

ORDER OF COMMISSIONERS COURT
Authorizing an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court | Yes | No | Abstain |
|---|---|---|---|
| Judge Hidalgo | □ | □ | □ |
| Comm. Ellis | □ | □ | □ |
| Comm. Garcia | □ | □ | □ |
| Comm. Ramsey | □ | □ | □ |
| Comm. Briones | □ | □ | □ |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the Interlocal Agreement between Harris County and **Cypress-Fairbanks ISD** for Harris County Resources for Children and Adults to provide the services of two (2) Community Coordinators and fifteen (15) Youth Services Specialists who will deliver the services specified in the Agreement to children and families within the District at a cost to each party of **$737,001.00,** (**$43,353.00** annually per Coordinator and **$43,353.00** annually per Youth Services Specialist).

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE HARRIS COUNTY JUVENILE BOARD AND (CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT). THE HARRIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM FOR THE 2024-2025 SCHOOL YEAR**

This Memorandum of Understanding (MOU) is entered into by and between the **Harris County Juvenile Board** (HCJB) and the Cypress-Fairbanks Independent School District in regards to the Harris County Juvenile Justice Alternative Education Program for the 2024-2025 school year.

## I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that HCJB establish and operate a Juvenile Justice Alternative Education Program (JJAEP) for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and (e) of the Texas Education Code. Chapter 54 of the Texas Family Code provides that the juvenile court, at a child's disposition hearing, may order the child to attend the JJAEP. School districts may contract with HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Section 37.007 (b), (c), and (f), Section 37.0081, Section 37.302, or who are ordered to attend the JJAEP by a juvenile court, as described in Section 54.04(b) of the Texas Family Code. Hereinafter, any reference to "Section" will be presumed to be a reference to the Texas Education Code unless otherwise indicated.

1.2 The purpose of this MOU is to define the duties and responsibilities of HCJB and School District regarding the operation of the Harris County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

## II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational and placement options for the juvenile courts.

## III. Student Eligibility

3.1 Attendance at the JJAEP for Category A students (see subparagraph 3.1A) is mandatory. Attendance at the JJAEP for Category B students (see subparagraph 3.1B) and Category C students (see subparagraph 3.1C) is discretionary. Attendance at the JJAEP for Category D students (see Paragraph 7.6) is discretionary. Attendance at the JJAEP for Category E students (see subparagraph 3.1C) is mandatory. **BY COMPLETING THE APPROPRIATE PORTIONS OF ATTACHMENT B HERETO, THE SCHOOL DISTRICT MUST INDICATE WHETHER OR NOT IT DESIRES TO PLACE CATEGORY B STUDENTS IN THE JJAEP OR CONSENT TO PLACE CATEGORY C AND CATEGORY D STUDENTS IN THE JJAEP.** Except as provided for Category E students, if School District elects not to offer or consent to the JJAEP as a placement option for Category B, Category C or Category D students, the JJAEP is not responsible for the education of these students.

A. Category A students will be placed in the JJAEP when they have been expelled for committing one of the offenses enumerated under Section 37.007(a), (d) or (e). A student will not qualify as a Category A student until an offense or investigative report is filed by a law enforcement agency and submitted to the JJAEP as required by rules adopted by the Texas Juvenile Justice Department (TJJD). JJAEP funding for Category A students is provided to HCJB by the TJJD.

B. Category B students may be placed by School District in the JJAEP when they have been expelled by School District for committing an offense described in Section 37.007 (b) or (f), for engaging in serious misbehavior covered by Section 37.007 (c) while placed at the districts disciplinary alternative education program (DAEP), or for committing an offense described in Section 37.0081(a). Furthermore, Category B students may be placed by School District in the JJAEP pursuant to Sections 37.304 – 37.308. JJAEP funding and maximum spaces allowed for Category B students is provided pursuant to the terms of Attachment B.

C. Category C students, with the written consent of School District, may be placed in the JJAEP by a juvenile court as described in Chapter 54 of the Texas Family Code, after the student has been charged with an offense defined as a misdemeanor and/or felony by the Texas Penal Code and adjudicated as delinquent by a juvenile court. HCJB and School District agree that, although School District may consent to the placement of a Category C student into the JJAEP, the actual placement of the student into the JJAEP and related terms of the placement are made by the appropriate juvenile court and not by School District. HCJB and School District agree that School District consent documentation for individual Category C JJAEP placements will be distributed to the courts prior to placement. JJAEP funding for Category C students is provided pursuant to the terms of Attachment B. If a Category C student is placed by court order in the JJAEP, however, without the written consent of School District (Category E), School District will not be responsible for funding regarding that student. **HCJB does not expect any Category C students for the 2024-2025** school year.

D. Category D students, who have been released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year, may be placed by School District in the JJAEP for the remainder of the semester in which the student is released.

3.2 Students expelled for Category A offenses during the school year will attend the JJAEP for the remainder of their expulsion period.

3.3 Any student who does not meet the eligibility requirements of this MOU is not entitled to educational services by the JJAEP.

## IV. Special Population Services

4.1 **Special Education -** Special education instructional and related services will be provided to students placed in the JJAEP in accordance with this section.

A. Placement Services:

a. A School District may expel a student who has been identified as a qualified student with a disability under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission, Review and Dismissal (ARD) committee makes a determination pursuant to Federal law that the behavior leading to the expulsion is not a manifestation of the student's disability. The school district must invite the administrator of the JJAEP or the administrator's designee, as a non-consensus member, to a placement admission, review, and dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability. After making such a determination, the district's ARD committee will determine what services, if any, are necessary to comply with the IDEA. In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance, or has inflicted serious bodily injury upon another person (while at school, on school premises or at a school function), federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is a manifestation of the student's disabling condition.

b. For Category “A” and “B” students, prior to referral to the JJAEP, School District must convene an ARD meeting to determine placement and necessary services to be provided while enrolled in the JJAEP.

c. For Category “C”, “D”, and “E” students, the JJAEP will request that School District convene an ARD meeting within ten (10) days of enrollment in the JJAEP.

B. Evaluation and Child Find Services:

a. Initial Evaluations:

(1) The JJAEP will assist School District that is responsible for all Child Find obligations;

(2) The JJAEP will establish a Core Team for the purpose of reviewing student progress, identifying pre-referral educational interventions, reviewing the success of those interventions, and referring to School District for a Full and Individual Initial Evaluation (FIIE) those students for whom pre-referral interventions were insufficient;

(3) The School District may assign a representative to the JJAEP Core Team;

(4) The JJAEP will complete necessary referral documentation prior to notifying School District that a student may be in need of evaluation under IDEA;

(5) Upon the Core Team's recommendation that a JJAEP student may be in need of special education services, the School District is responsible for ensuring FIE timeline.

C. Transfer Services:

a. Upon transition from the JJAEP to School District, the JJAEP will provide School District with information necessary for it to convene an ARD committee meeting, including, but not limited to, copies of the student folder contents, Individual Education Plans, parental consents, withdrawal forms, attendance reports, and report cards;

b. The JJAEP will provide five days' notice to School District prior to the return of the student to School District; and

c. The JJAEP may, upon district request, assign a representative to attend the ARD committee meeting changing the student's placement from the JJAEP.

D. Special Education and Related Services:

a. Special Education Services:

(1) Notwithstanding School District's obligation as the Local Education Agency (LEA) as described under the IDEA, the JJAEP will, upon School District's behalf, provide all special education instructional services required to implement the student's Individual Education Plan (IEP), in accordance with this MOU;

(2) The School District remains responsible for IDEA compliance; and

(3) The JJAEP is under no obligation to provide special education instructional or related services to students not enrolled in the JJAEP.

b. Related Services:

(1) For purposes of this MOU, speech therapy will be considered a related service; and

(2) The School District will remain responsible for providing any special transportation services.

(3) In addition, School District will remain responsible for providing any and all other special education related services necessary to implement the student's IEP. The School District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of School District. If School District chooses to make such services available in conjunction with the JJAEP, School District will cooperate with the JJAEP to minimize disruption of the JJAEP. If School District requires the student to leave the JJAEP for special education related services during the school day, School District must provide necessary transportation. The School District in which the JJAEP is located is not responsible for providing special education and related services under the IDEA to any non-resident student. This exception does not apply if such responsibilities are set forth under separate contract between HCJB, the district in which the student resides and the district in which the JJAEP is located. The student's district of residence will always be responsible for IDEA compliance.

E. After a student who has been identified as a qualified student with a disability under the IDEA is enrolled in the JJAEP, all ARD committee meetings related to that student will be conducted at the JJAEP campus to which the student is assigned. If the LEA prefers to conduct the ARD via video conference, the JJAEP will assist with coordination and designee participation.

F. Funding for special education instructional and related services will be provided in accordance with Paragraph 8.2 of this MOU.

4.2 **Section 504 Eligible Students** - The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee.

4.3 **English as a Second Language (ESL) -** The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction

appropriate to address his or her needs, as determined by the School District's language proficiency assessment committee (LPAC).

## V. Responsibilities of HCJB

5.1 HCJB will establish and operate the JJAEP as required by Section 37.011and in accordance with applicable state and federal law. The JJAEP will **not** provide transportation services. How transportation services will be provided to and from the JJAEP will be determined by the school district. The JJAEP will be responsible for assisting School District in identifying the following students who are enrolled at the JJAEP:

A. Juveniles charged with committing a felony offense by a law enforcement agency or officer;
B. Juveniles adjudicated as delinquent by a juvenile court based on a finding of guilt for committing a felony offense; and
C. Juveniles placed by a juvenile court, as a result of a finding of guilt for committing a felony offense, in a residential adjudication facility that is administered or overseen by the Harris County Juvenile Probation Department.

The School District is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this MOU. Except as provided for Category E students, HCJB is not responsible for providing services to any student for whom it does not receive funding from either TJJD or School District.

## VI. Terms and Conditions of Entrance and Exit

6.1 Upon School District's referral of a student to the JJAEP, or notification by the JJAEP to School District of the student's placement at the JJAEP by a juvenile court, School District will forward to the JJAEP the same records it is required to forward to another public School District when a student transfers, including but not limited to the following student records:

A. For students in middle school, the student's Middle School Plan;

B. For students in grades 9-12, the student's Graduation Plan;

C. The student's current transcript, including all achievement test records;

D. Withdrawal form, which will indicate the student's list of current courses in which he or she is enrolled, the earned grade and the textbook and other instructional resources being used with that subject;

E. The student's State of Texas Assessment of Academic Readiness (STAAR) summary sheets, if applicable;

F. The student's previous year's attendance record;

G. The student's current year's attendance record; and

H. The student's IEP in accordance with section IV of this MOU;

I. The student's ESL or LPAC summary sheet; and

J. The student's 504 summary sheet.

6.2 As soon as practicable after the JJAEP determines the date of a student's exit from the program, the JJAEP administrator or designee will provide written notice of the date of release to the student's parent/guardian and to the administrator at the campus to which the student intends to transition, and will provide any other information required for a personalized transition plan as set forth in Section 37.023. An educator employed by the JJAEP who holds a current certification granted under Section 21.003(a) must review academic progress of the student prior to the student's exit from the JJAEP and return to School District, and must certify completion of course work based upon a determination that the student has or has not mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002.

In accordance with Section 37.011 (d) such certification will be accepted by the district. The JJAEP will provide the district with six week grades and final exam grades, the district will then be responsible for end of year promotion decisions and issuing credits in accordance with the district's policies and procedures.

## VII. Length of Student Placement

7.1 Unless otherwise provided for in this MOU, students who are expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until the earliest of the date (i) they complete any court-imposed requirements, (ii) attend the required number of seat days, or (iii) as otherwise provided in Section 37.011(i). To the extent permitted under School District's student code of conduct and applicable policies and regulations, School District will endeavor to set the end of the expulsion term for Category A students to coincide with reasonable times for a student to return to School District, such as at the beginning of a semester or a school year. However, this agreement does not prescribe a minimum length of expulsion or placement at the JJAEP for Category A students.

7.2 Category B students will attend the JJAEP for the period of the individual student's expulsion or placement, and will adhere to a **minimum length of stay of 45 seat days**. If a School District has adopted a student code of conduct with terms of placement that are inconsistent with the minimum lengths of stay, then School District's student code of conduct will govern lengths of placement.

7.3 Category B students expelled for Title 5, Penal Code felony conduct will adhere to the following conditions regarding maximum lengths of stay:

| Maximum Length of Placement | Conditions for Early Completion of JJAEP Placement |
|---|---|
| Graduation from High School | Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 seat days, the district may rescind JJAEP placement at the end of the current school semester. |
| Felony Charges are Dismissed or Reduced to a Misdemeanor Offense | Upon notification by the prosecuting attorney's office or the JJAEP office, the district will immediately rescind JJAEP placement. |
| Student Completes the Term of JJAEP Placement | Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 seat days, the district may rescind JJAEP placement at the end of the current school semester. |

7.4 Category C students will attend the JJAEP for the full period of their court-imposed period of probation and through the end of the semester in which the probationary period ends.

7.5 A calendar that sets forth the JJAEP school year is attached to this MOU and identified as Attachment C and will be used for determining the length of a student's placement at the JJAEP.

7.6 A Category D student who is released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year may attend the JJAEP for the remainder of the semester in which the student is released, upon consultation and agreement by School District in which the student resides. Upon agreement by School District, the district will pay for the placement of such student who resides in School District at the rate established in Attachment B for Category B students.

7.7 In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance or engages in conduct causing serious bodily injury, federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is related to the disabling condition as determined by an ARD committee. Notwithstanding this provision, a qualified student with a disability who engages in such conduct whose ARD committee determines that the conduct is not a manifestation of the student's disability may be expelled for a time period in accordance with the School District's Student Code of Conduct and/or the terms of this MOU.

7.8 If the student achieves 90% attendance and has satisfactory behavior, School District will have the option to reduce the student's placement term **after 45 seat days**.

## VIII. Funding

8.1 Funding for the JJAEP is provided by the state through the TJJD for all Category A students who must attend the JJAEP. The School District may contract with HCJB to provide an educational placement for all Category B, Category C, and Category D students according to the terms and conditions set forth in Attachment B hereto, the contents of which are incorporated herein as if fully set forth in this MOU. If a Category C student is placed by court order at the JJAEP, however, without the written consent of School District (Category E), School District will not be responsible for funding regarding that student.

8.2 The School District will pay the actual direct cost in excess of the rate established in Attachment B for Category B students, if any, of providing special education instructional and related services to eligible Category B, Category C and Category D students at the JJAEP, in accordance with Section IV of this MOU.

## IX. Administration of Statewide Student Assessments

9.1 In accordance with Section 37.011(d), the following responsibilities are assigned for administering statewide student assessments to students enrolled at the JJAEP:

A. The School District will be responsible for securing, coding and delivering to the Director of the JJAEP or his/her designee all student answer sheets at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.

B. If required by the agency responsible for overseeing the administration of statewide student assessments, the School District will be responsible for acquiring all test booklets, which will be made available to students enrolled at the JJAEP at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.

C. The JJAEP will be responsible for administering the examinations to those students enrolled at the JJAEP.

D. The School District will be responsible for making necessary arrangements to retrieve all completed student answer sheets and testing materials attributed to the district's students that are enrolled in the JJAEP.

E. The School District will be responsible for returning all test booklets to the appropriate TEA contracted agent.

## X. Expedited Processing

10.1 Consistent with applicable law, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this MOU.

## XI. Juvenile Probation

11.1 By executing this MOU, School District does not authorize any court to order a student expelled under Section 37.007 (a), (d), or (e) to attend a regular program, a regular campus, or a School District alternative education program as a condition of probation, nor will any court be authorized to order a student expelled under Section 37.007 (b), (c), or (f), where that School District has stipulated that such student will be placed in the JJAEP in accordance with the terms and conditions of this MOU, to attend a regular program, a regular campus, or a School District alternative education program as a condition of probation. Both School District and HCJB agree that no court has such authority pursuant to this MOU.

## XII. Records/Information Release

12.1 To assist the Harris County Juvenile Probation Department in providing appropriate education services to youth in custody before adjudication, School District will, upon request, release educational and attendance records to the Harris County Juvenile Probation Department.

Pursuant to the Texas Family Code Section 58.0051 and 20 USC §1232(g) , the Harris County Juvenile Probation Department certifies that the institution and/or individual receiving such records will not disclose them to any other party except as provided by law.

12.2 The home district's point of contact will be notified within 24 hours if one of their students is involved in a crisis and/or emergency incident as a victim or perpetrator.

## XIII. Truancy

13.1 The JJAEP will provide school districts with student attendance records every two weeks.

13.2 The JJAEP will notify the school district when a student fails to attend school without excuse on 3 or more days or parts of days within a four week period and when a student fails to attend school without excuse for 10 or more days or parts of days within a six month period.

13.3 The JJAEP will develop Truancy Prevention Measures after a student fails to attend school without excuse on 3 or more days or parts of days within a four week period. The JJAEP will provide school districts with a notification of the truancy prevention measures.

13.4 The School District will make a referral to court for truant conduct if the student fails to attend school without excuse for 10 or more days or part of days within a six month period.

## XIV. Miscellaneous

14.1 This MOU is effective August 1, 2024 through July 31, 2025.

14.2 If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

14.3 This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein is of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

14.4 This MOU is executed in multiple originals, each of which will have the full force and effect of an original document, and each of which will constitute but one and the same instrument.

14.5 Pursuant to the requirements of the Uniform Electronic Transactions Act (UETA) in Chapter 322 of the Texas Business and Commerce Code, the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains and electronic signature.

EXECUTED this the _____day of _____, **2024**.

**HARRIS COUNTY JUVENILE BOAR**

By: _____
Lina Hidalgo
Chairman

**CYPRESS- FAIRBANKS INDEPENDENT SCHOOL DISTRICT**

By: _____
Name: Scott Henry (date)

Title: President, Board of Trustees

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By: *Neeharika Tumati*

**Attachment A**

**2024-2025 Harris County JJAEP MOU**

**The number of 2023-2024 Category B, C & E MOU Spaces available per District will be determined by % of total Harris County felony juvenile offenders during 2023.**

| POPULATION | | Aldine | Alief | Channelview | Clear Creek | Crosby | Cy-Fair | Deer Park | Galena Park | Goose Crk. | Houston | Huffman | Humble | Katy | Klein | La Porte | Pasadena | Sheldon | Spring | Spr. Branch | Tomball | Waller | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| JJAEP Category B & C Placements | 2018-2019 | 0 | 39 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 23 | 1 | 0 | | 65 | 1 | 27 | 0 | 3 | | 2 | | 16 |
| | 2019-2020 | 0 | 49 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 12 | 1 | 0 | 1 | 51 | 2 | 20 | 0 | 2 | 0 | 0 | | 13 |
| | 2020-2021 | 0 | 7 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 24 | 1 | 5 | 0 | 0 | 0 | 0 | | 3 |
| | 2021-2022 | 0 | 19 | 0 | 1 | 0 | 2 | 0 | 0 | 4 | 5 | 3 | 0 | 5 | 38 | 1 | 30 | 0 | 0 | 0 | 0 | | 11 |
| | 2022-2023 | 0 | 37 | 1 | 2 | 0 | 3 | 0 | 1 | 9 | 5 | 1 | 0 | 3 | 26 | | 40 | | 1 | 0 | 0 | | 13 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Juvenile Offender Activity 2023 | Felonies | 135 | 103 | 15 | 9 | 8 | 142 | 19 | 34 | 30 | 440 | 4 | 70 | 46 | 72 | 17 | 105 | 19 | 68 | 34 | 13 | | 1390 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| % of Total Felony Offenders by ISD: | | 10% | 7% | 1% | 1% | 1% | 10% | 1% | 2% | 2% | 32% | 0% | 5% | 3% | 5% | 1% | 8% | 1% | 5% | 2% | 1% | 1% | 100% |
| | | | | | | | | | | | | | | | | | | | | | | | |
| **# of JJAEP Reserved Slots Available by ISD:** | | 13 | 10 | 1 | 1 | 1 | 13 | 1 | 3 | 3 | 40 | 1 | 7 | 4 | 7 | 2 | 10 | 2 | 6 | 3 | 2 | | **130** |

**130 =Total Category B, C & E Slots Available**

**Attachment B**
Cypress-Fairbanks Independent **School District**
**Reservation of Student Spaces and Schedule of Payments**
**for JJAEP School Year 2024-2025**

Based on the Cypress-Fairbanks Independent (School District) proportion of Harris County felony offenders who resided in School District in 2023, School District is allotted the maximum number of spaces described in Attachment A, for the 2024- 2025 school year. These spaces, in combination, may be used to purchase Category B, Category C, and Category D discretionary spaces at a rate of $120 per day. To be eligible for these spaces School District must complete the following steps no later than August 31, 2024:

1) Completely fill in all columns, as provided on the chart below. "Yes" entries in the second column indicate that these students will be placed in the JJAEP. "No" entries in the second column indicate that these students will not be placed in the JJAEP, therefore the JJAEP is not responsible for the education of students in this category;

2) Secure approval of the MOU, including Attachment B, by School District's Board of Trustees; and

3) Return by August 31, 2024 two original copies of the approved and signed MOU, including Attachment B to:

Julie Pruitt, Deputy Director
Harris County Juvenile Probation Department –Education Services Division
1200 Congress Street, Suite 6500
Houston, Texas 77002

Alternatively, email the signed MOU and Attachment B to Julie.Pruitt@hcjpd.hctx.net

All pro-rata spaces left unfunded by August 31, 2024 will be made available to other School Districts who desire more spaces at the $120 pay rate. These spaces will be allocated to School Districts in direct proportion to the number of additional spaces requested in excess of those spaces allocated in Attachment A, of this MOU. School districts will express their intent to purchase additional spaces by completing the fourth column on the chart below.

After August 31, 2024, with the prior approval of the JJAEP, School District may enroll additional Category B and Category C students in the JJAEP in excess of the number of reserved student spaces at a rate of $135 per day for each student placed in excess of reserved student spaces.

| Category of Students | Placement of Students in Optional Categories (Yes/No) | Number of Pro Rata Student Spaces Reserved at $120 per day<br><br>(Up to the total pro-rata share on Attachment A) | Number of Additional Student Spaces Needed<br><br>(these spaces may be reserved at $120 per day after August 31, 2024, depending upon availability) |
|---|---|---|---|
| **Category A Students** | | | |
| **Category B Students –Section 37.007(b), (c), or (f)** | Yes | 3 | 0 |
| **Category B Students – Section 37.0081 (Title 5, Penal Code Felony Offenders)** | Yes | N/A | 0 |
| **Category B -Sections 37.304 – 37.308 (Registered Sex Offenders)** | Yes | N/A | 0 |
| **TOTAL FOR CATEGORY B** | | 3 | 0 |
| **Category C MOU Paragraph 3.1 C** | No | N/A | 0 |
| **Category D MOU Paragraph 7.6** | No | N/A | 0 |

**Payment and Refunds for Category A Students**

For Category A students, funding is provided exclusively from state appropriations as governed by policy established by the Texas Juvenile Justice Department (TJJD).

**Payment and Refunds for Category B, Category C and Category D Students**

For Category B, Category C and Category D students, funding is provided by School District. If "Yes" is selected, the district must indicate the specific number of student spaces the district chooses to reserve for the 2024-2025 school year. For spaces reserved, the district agrees to pay HCJB a rate of $120 for each space reserved up to and including the total number of pro rata spaces allocated in Attachment A, multiplied by 180 days. Payments will be made to HCJB in two equal installments, due on or before September 30, 2024 and December 31, 2024.

The School District will pay the actual direct cost in excess of $120 per day, if any, of providing JJAEP services to Category B students placed under Section 37.0081 (Title 5, Penal Code Felony Offenders). This fee will be assessed by the Harris County Auditor's Office, based on HCLB's annual JJAEP financial audit for the 2024-2025 school year, and will be invoiced to the district.

Payment under this Agreement will be considered overdue if the district mails or electronically transmits payment after September 30, 2024 for the first installment and after December, 31, 2024 for the second installment, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late payments by the district will begin to accrue interest (on an annual percentage rate "APR" basis) on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment for the 2024-2025 school year will be the rate defined in §2251.025, which is one percent

plus the prime rate as published in the Wall Street Journal on July 1, 2024. Interest on an overdue payment stops accruing on the date the district mails or electronically transmits the payment.

Late charges will be assessed by the Harris County Auditor's Office and will be invoiced to the district.

The JJAEP will refund to School District all funds paid to reserve student spaces that were not fully used by the district at a rate of $105 for each school day that the space was not used. A refund will be made to the district on or before September 30, 2025. Refunds under this Agreement will be considered overdue if the JJAEP mails or electronically transmits the refund after September 30, 2025, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late refund payments by the JJAEP will begin to accrue interest (on an annual percentage rate "APR" basis) on the date the refund payment becomes overdue. The rate of interest that accrues on an overdue refund payment for the 2024-2025 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2025. Interest on an overdue refund payment stops accruing on the date the JJAEP mails or electronically transmits the refund payment.

Any funds received by HCJB pursuant to a Contract for Education of Non-Resident Students entered into by and between HCJB, Deer Park Independent School District and any other Texas School District or between HCJB, La Porte Independent School District and any other Texas School District will be used to support the operation of the JJAEP and to reduce the cost of placement of Category B , Category C and Category D students in the JJAEP. Any such funds received under a 2024-2025 school year contract will be allocated by HCJB or its designee in the following order: (1) funds will first be allocated to reduce the annual per student operating cost of the JJAEP to $120/day; and (2) any remaining funds will be allocated to reduce the cost of placement of all categories of students in the JJAEP for the 2024-2025 school year based on the pro rata share of total JJAEP attendance days. Any funds allocated back to a School District under this section will be pursuant to review and authorization from the Harris County Auditor's Office.

Any remaining funds held by the JJAEP will be used at HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, School District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of $135 per day for each student placed in excess of spaces reserved.

In the event the JJAEP program or School District's participation in the program is terminated prior to July 31, 2025, the JJAEP will refund to School District funds paid for the unused portion of the district's reserved student spaces.

**All payments should be made to the Harris County Treasurer, 1001 Preston - 6th Floor, Houston, Texas 77002.**

*Approved*

# Harris County Juvenile Probation Department -Education Services Division
## Excel Academy JJAEP Student Calendar
## 2024-2025 Academic School Year
## Attachment C

### August 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

10 # Work Days

### September 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

20

### October 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

22

### November 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

16

### December 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | | 31 | | | | |

15

### January 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

# Da
17

### February 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

19

### March 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

15

### April 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

21

### May 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

21

### June 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

4

### July 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

# Days

**-Student/Staff Holidays**

**-Teacher/Staff Preparation/Service Days**

Students do not attend school on holidays, and teacher service, preparation, and development days.

**-Early release for students (1:00 PM)**

**-Make-up days if needed**

### Student Holidays

| | |
|---|---|
| Labor Day | Sept. 2nd |
| Thanksgiving | Nov. 25-29 |
| Winter Break | Dec. 23 - Jan 7 |
| Martin Luther King Day | Jan. 20th |
| Presidents Day | Feb. 17th |
| Spring Break | Mar. 7-14 |
| Good Friday | April 18th |
| Memorial Day | May 26th |

### Six Weeks Grading Periods

| | Beginning | Ending |
|---|---|---|
| 1st: | | |
| 2nd: | | |
| 3rd: | | |
| 4th: | | |
| 5th: | | |
| 6th: | | |

### Significant Dates

August 19th — First day of school for students

### STAAR Testing Dates

High School

RLA & 5&8 Math

### Progress Reports & Report Cards to Parents

| | |
|---|---|
| 1st: | 1st: |
| 2nd: | 2nd: |

| | | | | |
|---|---|---|---|---|
| June 5th | Last day of school for students | High School | 3rd: | 3rd: |
| | | Middle School | 4th: | 4th: |
| 180 | Instructional Days for Students | Make-ups and Retakes | 5th: | 5th: |
| *Last day will be after June 5th if inclement weather days are used. | | | 6th: | 6th: |

# Memo

**To:** Board of Trustees

**From:** Dr. Linda Macias, Dr. Glenda Horner

**Date:** June 2024

**Re:** Staff Development Waiver

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This memo is intended to provide information and explanation for considering a request for a staff development waiver from the Commissioner of Education. A Staff Development Waiver is being requested in order to allow the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction in the 2024-2025 school year.

The Staff Development Waiver is only applicable for the 2024-2025 school year.
This waiver is for staff development in place of student instruction; therefore, the waiver is only applicable to staff development provided instead of student instruction during the school year. Each school year, the Texas Education Agency (TEA) receives and grants many types of state waiver applications, including general and expedited waivers.

If you have any questions or concerns, please feel free to contact me at 281-897-4118.

| | Facility Name | Sport/Activity | Verification | | Sport/Activity |
|---|---|---|---|---|---|
| 1 | Aerodrome Ice Complex | Figure Skating | Individualized Training Schedule / Site Visit | | Figure Skating |
| 2 | All Star Martial Arts | Martial Arts | Individualized Training Schedule / Site Visit | | Martial Arts |
| 3 | Alliance Fencing Academy | Fencing | Individualized Training Schedule / Site Visit | | Fencing |
| 4 | Athletistry Performing Arts Center | Dance | Individualized Training Schedule / Site Visit | | Dance |
| 5 | Axis Golf Academy | Golf | Individualized Training Schedule / Site Visit | | Golf |
| 6 | Ballet Center of Houston | Ballet | Individualized Training Schedule / Site Visit | | Ballet |
| 7 | Bannons Gymnastix | Gymnastics | Individualized Training Schedule / Site Visit | | Gymnastics |
| 8 | Bellerive Ice Center | Figure Skating | Individualized Training Schedule / Site Visit | | Equestrian |
| 9 | Black Horse Country Club | Golf | Individualized Training Schedule / Site Visit | | Taekwondo |
| 10 | Callegari Equestrian Club | Equestrian | Individualized Training Schedule / Site Visit | | Swimming |
| 11 | Cedar Lane Stables | Equestrian | Individualized Training Schedule / Site Visit | | Tennis |
| 12 | Champions Taekwondo Academy | Taekwondo | Individualized Training Schedule / Site Visit | | Sailing |
| 13 | Cy-Fair Swim Club (Fleet) | Swimming | Individualized Training Schedule / Site Visit | | Rollerskating |
| 14 | Cypress Academy - Men | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 15 | Cypress Academy - Women | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 16 | Cypress Lakes Golf Club | Golf | Individualized Training Schedule / Site Visit | | |
| 17 | Dance Central | Dance | Individualized Training Schedule / Site Visit | | |
| 18 | Fairfield Athletic Club | Tennis | Individualized Training Schedule / Site Visit | | |
| 19 | H-Town Elite Gymnastics | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 20 | Hearthstone Country Club | Golf | Individualized Training Schedule / Site Visit | | |
| 21 | Houston Gymnastic Academy | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 22 | Houston Gymnastics Center of the ERJCC | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 23 | Houston Yacht Club | Sailing | Individualized Training Schedule / Site Visit | | |
| 24 | K2  Academy | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 25 | Katy Gymnastics and Sports Performance | Gymnastics | Individualized Training Schedule / Site Visit | | |
| 26 | Kluge Tennis Center | Tennis | Individualized Training Schedule / Site Visit | | |
| 27 | Pine Forest Country Club | Golf | Individualized Training Schedule / Site Visit | | |
| 28 | Republic Dance Center (Republic Edge Dance) | Dance | Individualized Training Schedule / Site Visit | | |
| 29 | RoseMary Ranch - Ranch Sorting of America | Equestrian | Individualized Training Schedule / Site Visit | | |
| 30 | Skate Champions | Rollerskating | Individualized Training Schedule / Site Visit | | |
| 31 | Steppin Time Performing Arts Center | Dance | Individualized Training Schedule / Site Visit | | |
| 32 | Strive Tennis | Tennis | Individualized Training Schedule / Site Visit | | |
| 33 | Tennis on the Street of Dreams | Tennis | Individualized Training Schedule / Site Visit | | |
| 34 | The PAC | Dance | Individualized Training Schedule / Site Visit | | |
| 35 | Tribe Seven Dance | Dance | Individualized Training Schedule / Site Visit | | |
| 36 | World Champions Centre | Gymnastics | Individualized Training Schedule / Site Visit | | |

Harris County Department of Education

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES**
**ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

**2024-2025 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Cypress Fairbanks Independent School District,** ("**CFISD**") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **CFISD** and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 26, 2024,** through **June 5, 2025.** During said term, HCDE agrees to provide services described herein for **six (6) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **CFISD**.

2. **HCDE Responsibilities.**
   a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS West in accordance with applicable law and during the days and times set forth by ABS West. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
   b) HCDE agrees to furnish the **CFISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **CFISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **CFISD**.
   c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
   d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **CFISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **CFISD**.

3. **CFISD's Responsibilities.**
   a) **CFISD** is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **CFISD** and HCDE.
   b) **CFISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS West. **CFISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **CFISD** during the term of this Contract. **CFISD** shall provide copies of additional records, including **CFISD** Records, as reasonably requested by HCDE.
   c) **CFISD** retains the responsibility to report **CFISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

4. **Student Records; Confidentiality.**
   For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and

"sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **CFISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **CFISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **CFISD's** annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **CFISD** is under HCDE's direct control with respect to **CFISD's** access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **CFISD's** direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

5. **Immunity.**
Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

6. **Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

7. **Special Education Services.**
   a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **CFISD** and recommended for services as described herein. The ARD Committee of **CFISD** has affirmed the classification and approved the recommendation of such contracted services.

   b) HCDE will be available for participation with the **CFISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **CFISD** on the implementation of the IEP at least once per semester. A member of the **CFISD** special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.

   c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS West.

   d) **CFISD** agrees to invite an HCDE representative as a non-consensus member to any **CFISD** ARD Committee meeting for **CFISD** student(s) placed at ABS West pursuant to this Contract.

   e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

8. **Local Education Agency.**
Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **CFISD** and are considered students of **CFISD** for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that

any eligible **CFISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **CFISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **CFISD** student placed at HCDE, **CFISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **CFISD** student and is in no way liable to the student, parent, or **CFISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **CFISD** agrees to pay HCDE a total amount of **$142,800** Total amount is calculated by multiplying the number of units times the annual **in-county** tuition rate (**$23,800**).

   HCDE will invoice **CFISD** and payment will be due immediately upon receipt of invoice. **CFISD** agrees to pay HCDE in the following manner:

   - 50% of annual total amount due will be invoiced in **September 2024**
   - 50% of annual total amount due will be invoiced in **January 2025**

   If applicable, in consideration of Extended School Year Services (ESY) provided, **CFISD** agrees to pay HCDE in the following manner:

   - $6,300 in-county tuition rate times number of ESY students enrolled.
   - 100% of ESY total amount due will be invoiced in **July 2025**

   a) In the event that **CFISD** makes a payment to HCDE with a credit card, **CFISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
   b) **CFISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
   c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
   d) The source of funding for this contract will be from **CFISD** federal (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **CFISD Liaison.** **CFISD** shall appoint a qualified liaison to communicate on behalf of **CFISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **CFISD** liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **CFISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**
    a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **CFISD** . If HCDE exercises such termination right, HCDE shall have no obligation to refund to **CFISD** the amount of any pre-paid fees for any period following the effective date of such termination.
    b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
    c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to **CFISD** . All Student Records maintained by HCDE during the duration of providing services to the

student will be provided to **CFISD** within ten (10) business days following the date of termination or expiration, at the written request of **CFISD** .

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **CFISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS West, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

    HCDE
    Attention: James Colbert, Jr., County School Superintendent
    6300 Irvington Boulevard
    Houston, Texas 77022-5618

    **CFISD**
    Attention: Dr. Douglas Killian, Superintendent of Schools
    11440 Matzke Rd
    Cypress, Texas 77429

    Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.

17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.

18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **CFISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **CFISD** agrees that HCDE has no responsibility for any conduct of **CFISD** or **CFISD's** employees, agents, representatives, contractors, or subcontractors.

19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

20. **Force Majeure.** Neither HCDE nor **CFISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **CFISD** .

LB

| | |
|---|---|
| District School Superintendent/Designee | Date |
| Harris County School Superintendent/Designee | Date |

For HCDE Office use only: Revenue Account No. 19950060200132 57250000 **ABS West**

School-Based Therapy Services

# Interlocal Contract Between Harris County Department of Education and

Cy-Fair ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Cy-Fair ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2024-2025 school year (8/16/2024 – 8/15/2025).

**Arrangement**

HCDE agrees to provide the services as described below. Cy-Fair ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

| Type(s) of Service(s) | Total Days/Hours | Cost Day/Hour | Total Cost |
|---|---|---|---|
| Occupational Therapy | 3484 Days | $515/Day | $1,794,260.00 |
| Occupational Therapy Assistant | 1163 Days | $415/Day | $482,645.00 |
| Physical Therapy | 743 Days | $515/Day | $382,645.00 |
| Physical Therapy Assistant | 470 Days | $415/Day | $195,050.00 |
| Music Therapy | 422 Days | $515/Day | $217,330.00 |
| | | **Total** | **$3,071,930.00** |

**Additional Terms**

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Cy-Fair ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

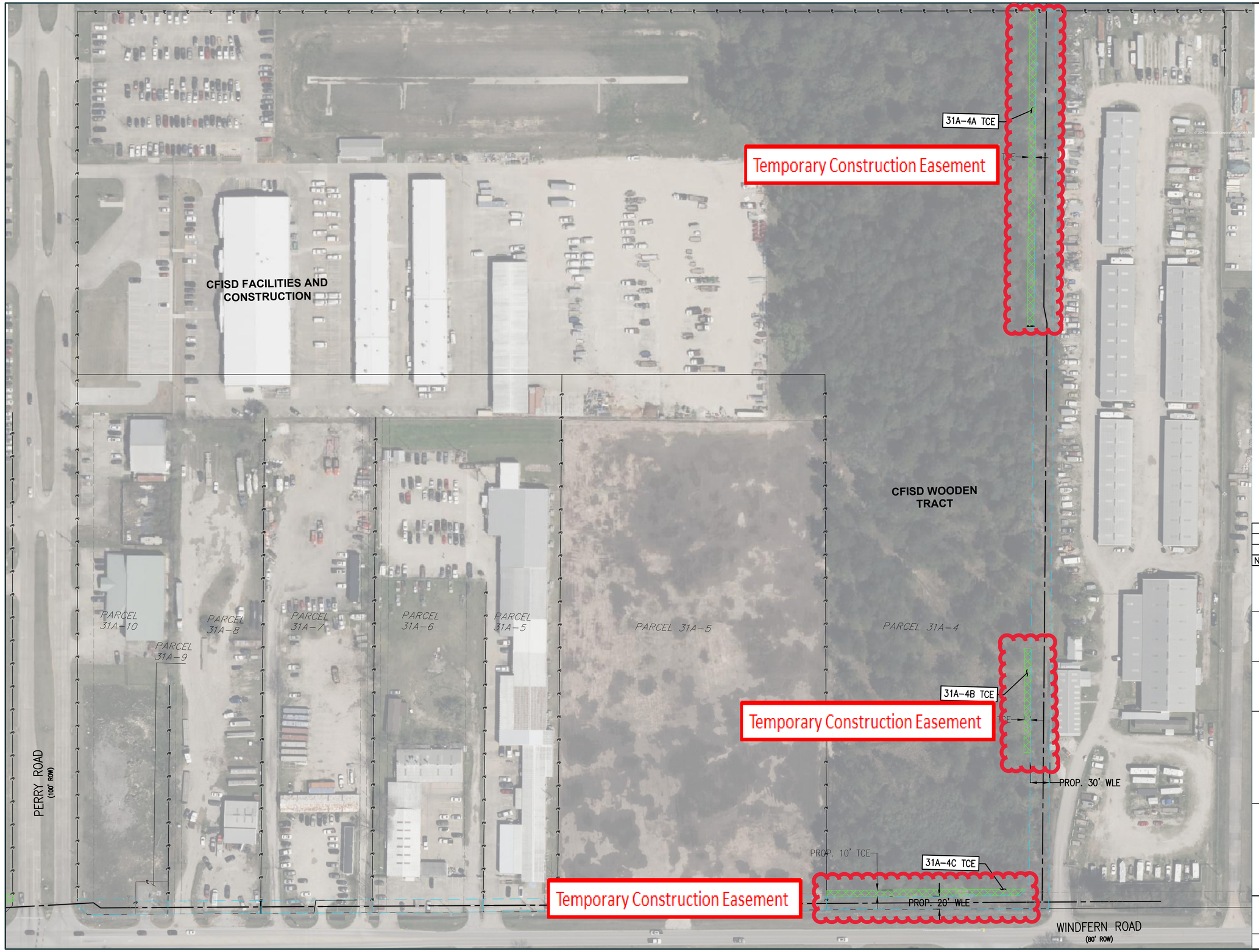
| | |
|---|---|
| Superintendent/Designee | James Colbert, Jr., County School Superintendent |
| Date | Date |

For HCDE office use only:
Revenue Account No. 199-5-00-111-00-111-5726-0000

Contract Code _____

Harris County Department of Education

James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ www.hcde-texas.org




N

0 100 200 Feet(H)

SCALE:1"=100'

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- WATERLINE EASEMENT
- PROPOSED WATERLINE
- PROPERTY LINE

| NO. | DATE | REVISION | APP. |
|---|---|---|---|
| | | | |

North Harris County Regional Water Authority

AECOM TECHNICAL SERVICES, INC.
19219 KATY FREEWAY, SUITE 100
HOUSTON, TEXAS 77094-1009
281.646.2400
WWW.AECOM.COM
TBPE REG. NO. F-3580

Aurora Technical Services, LLC
engineering + construction management

AURORA TECHNICAL SERVICES, LLC

2121 SAGE ROAD, SUITE 150
HOUSTON, TX 77056
PHONE: 281-453-7700

TX FIRM NO.: F-2059

# PROJECT 31A
## CFISD TCEs
## PARCEL 31A-4

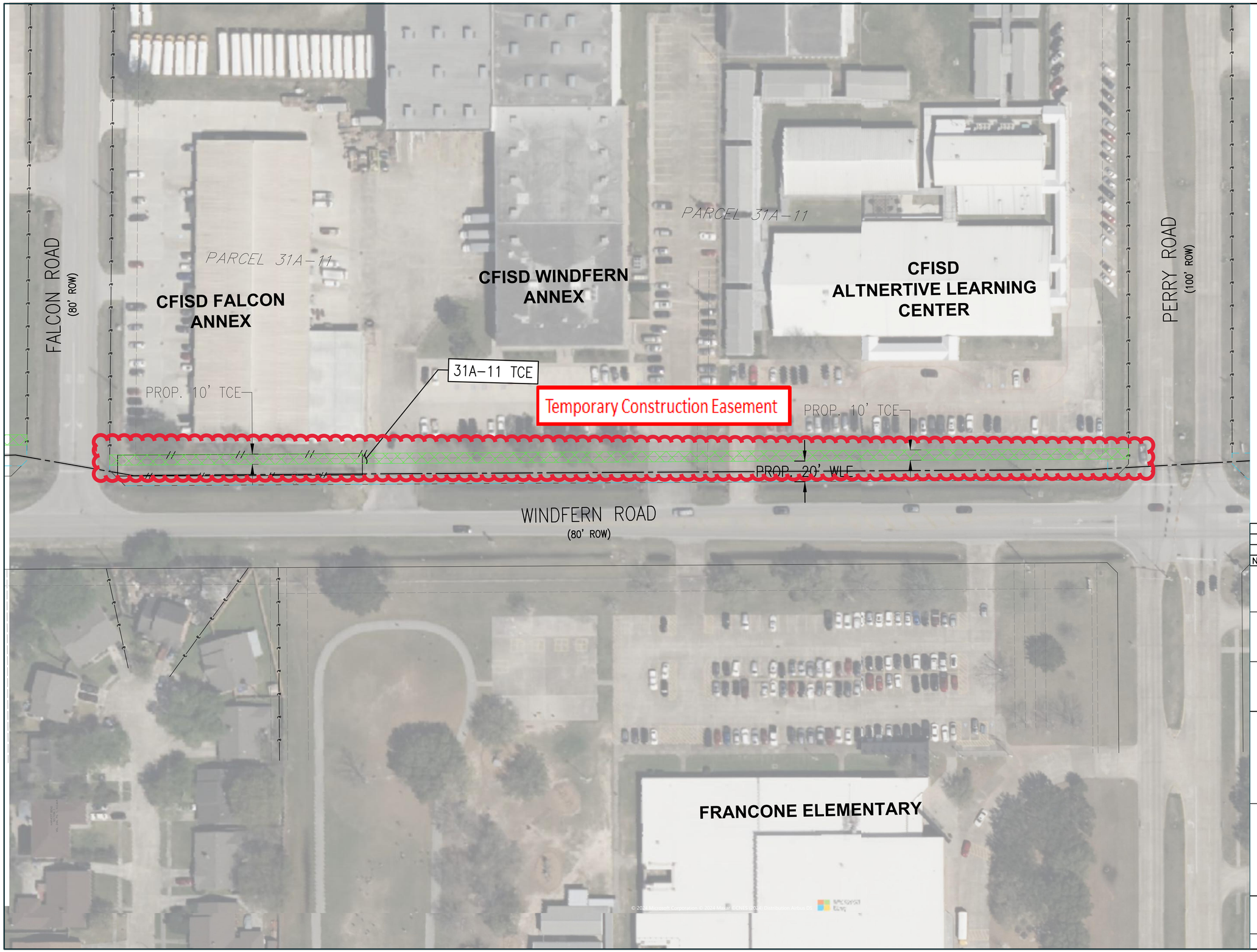
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SHEET NO. 1 OF 4

DRAWING SCALE

REVISION DATE:6/4/2024

LAST MODIFIED: Jun 04, 2024 - 4:31pm BY USER: dpineda55
DWG. LOCATION: K:\NHCRWA\Segment 31A Design Phase\4-0 Production\4-2 Exhibits\Easements\CFISD Work Area\
DWG. NAME: CFISD TCEs.dwg




N

0 100 200 Feet(H)

SCALE:1"=100'

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- WATERLINE EASEMENT
- PROPOSED WATERLINE
- ℄ PROPERTY LINE

| NO. | DATE | REVISION | APP. |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

North Harris County REGIONAL WATER Authority

AECOM
AECOM TECHNICAL SERVICES, INC.
19219 KATY FREEWAY, SUITE 100
HOUSTON, TEXAS 77094-1009
281.646.2400
WWW.AECOM.COM
TBPE REG. NO. F-3580

Aurora Technical Services, LLC
engineering + construction management

AURORA TECHNICAL SERVICES, LLC

2121 SAGE ROAD, SUITE 150
HOUSTON, TX 77056
PHONE: 281-453-7700

TX FIRM NO.: F-2059

# PROJECT 31A
## CFISD TCEs
## PARCEL 31A-11
## ALTERNATIVE LEARNING CENTER & WINDFERN ANNEX

SCALE: NOT TO SCALE

SHEET NO. 2 OF 4

DRAWING SCALE

REVISION DATE:6/4/2024

LAST MODIFIED: Jun 04, 2024 - 4:31pm BY USER: dpineda55
DWG. LOCATION: K:\NHCRWA\Segment 31A Design Phase\4-0 Production\4-2 Exhibits\Easements\CFISD Work Area\
DWG. NAME: CFISD TCEs.dwg

PRIDGEON STADIUM

PROP. 10' TCE

Temporary Construction Easement

31A-12C TCE

PARCEL 31A-12

NATATORIUM

BOBCAT ROAD
(80' ROW)

Temporary Construction Easement

31A-12B TCE

Temporary Construction Easement

PROP. 10' TCE

31A-12A TCE

20' W/E

FALCON ROAD
(80' ROW)

WINDFERN ROAD
(90' ROW)

BROADSWEEP ROAD
(80' ROW)

N

0 100 200 Feet(H)

SCALE:1"=100'

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT

WATERLINE EASEMENT

PROPOSED WATERLINE

℄ PROPERTY LINE

| NO. | DATE | REVISION | APP. |
|---|---|---|---|
| | | | |

North Harris County REGIONAL WATER Authority

AECOM

AECOM TECHNICAL SERVICES, INC.
19219 KATY FREEWAY, SUITE 100
HOUSTON, TEXAS 77094-1009
281.646.2400
WWW.AECOM.COM
TBPE REG. NO. F-3580

Aurora Technical Services, LLC
engineering + construction management

AURORA TECHNICAL SERVICES, LLC

2121 SAGE ROAD, SUITE 150
HOUSTON, TX 77056
PHONE: 281-453-7700

TX FIRM NO.: F-2059

PROJECT 31A
CFISD TCEs
PARCEL 31A-12
PRIDGEON STADIUM

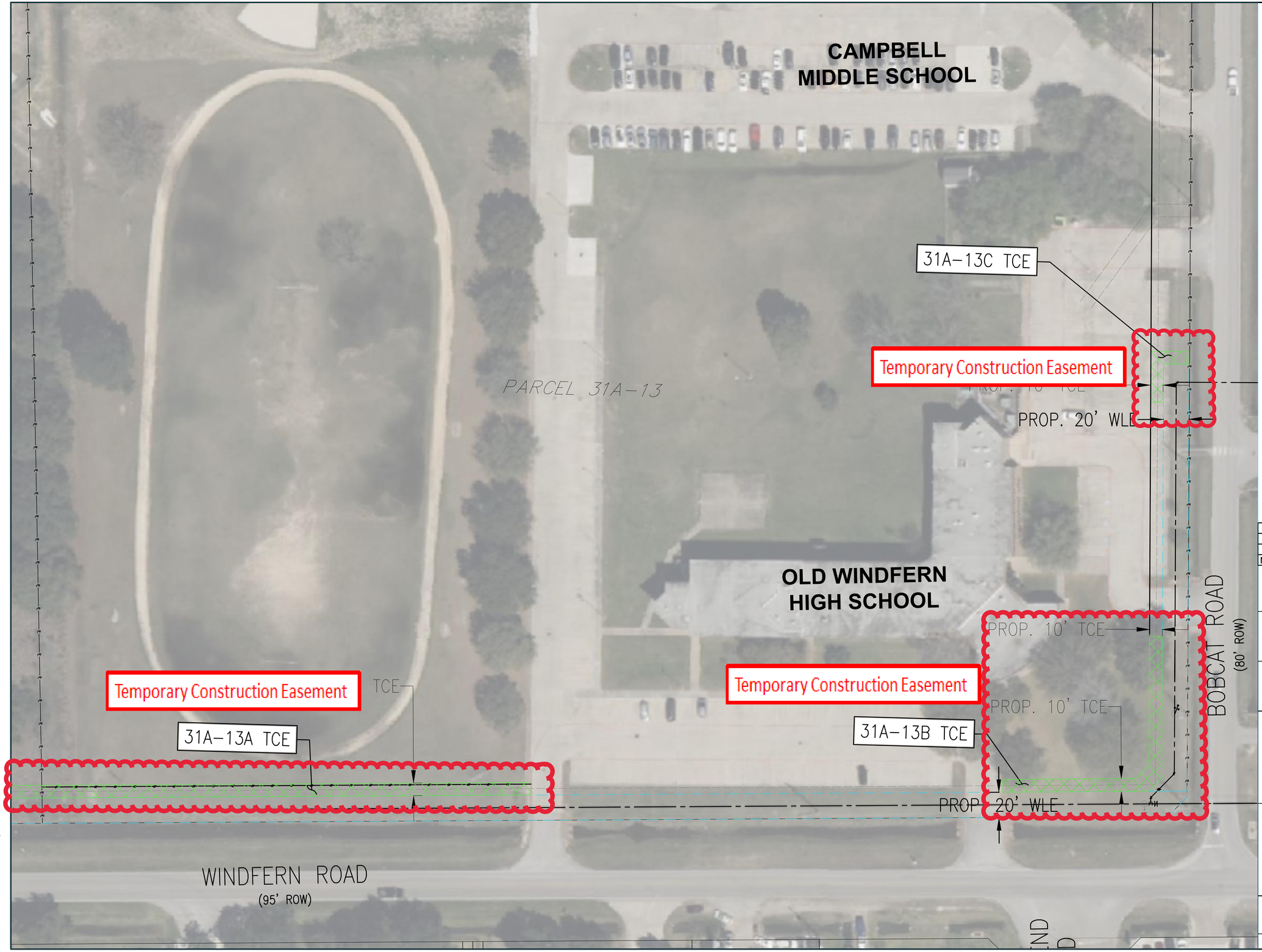
SCALE: NOT TO SCALE

SHEET NO. 3 OF 4

DRAWING SCALE

REVISION DATE:6/4/2024

LAST MODIFIED: Jun 04, 2024 - 4:31pm BY USER: dpineda55
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DWG. NAME: CFISD TCEs.dwg




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0 100 200 Feet(H)

SCALE:1"=100'

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- WATERLINE EASEMENT
- PROPOSED WATERLINE
- ℄ PROPERTY LINE

| NO. | DATE | REVISION | APP. |
|---|---|---|---|
| | | | |

North Harris County Regional Water Authority

AECOM TECHNICAL SERVICES, INC.
19219 KATY FREEWAY, SUITE 100
HOUSTON, TEXAS 77094-1009
281.646.2400
WWW.AECOM.COM
TBPE REG. NO. F-3580

Aurora Technical Services, LLC
engineering + construction management

AURORA TECHNICAL SERVICES, LLC
2121 SAGE ROAD, SUITE 150
HOUSTON, TX 77056
PHONE: 281-453-7700
TX FIRM NO.: F-2059

PROJECT 31A
CFISD TCEs
PARCEL 31A-13
OLD WINDFERN HS &
CAMPBELL MS

SCALE: NOT TO SCALE

SHEET NO. 4 OF 4

DRAWING SCALE

REVISION DATE:6/4/2024

LAST MODIFIED: Jun 04, 2024 - 4:31pm BY USER: dpineda55
DWG. LOCATION: K:\NHCRWA\Segment 31A Design Phase\4-0 Production\4-2 Exhibits\Easements\CFISD Work Area\
DWG. NAME: CFISD TCEs.dwg

**INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS** §

§

**COUNTY OF HARRIS** §

This INTERLOCAL AGREEMENT (the "Agreement") is entered into on this _____ day of _____, 2024, by and among HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 365, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (the "MUD 365"), HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 364, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (the "MUD 364" and collectively with MUD 365, the "Districts"), and Cypress-Fairbanks Independent School District, an independent school district and political subdivision of the State of Texas (the "ISD").

**RECITALS**

Sampson Elementary School is located within the boundaries of MUD 364 and serves the children of both MUD 364 and MUD 365. The address of Sampson Elementary School is 16002 Coles Crossing Drive, Cypress, Texas 77429.

The Districts were asked by Sampson Elementary PTO (the "PTO") to assist in funding an Inclusive Playground at Sampson Elementary School (the "Project").

The Districts were created to conserve the natural resources of the state and have the power to provide parks and recreational facilities using revenues from their operations.

Pursuant to such power, the Districts have agreed to provide funding to the ISD for a portion of the Project Costs (as hereinafter defined).

Pursuant to the Texas Education Code, the ISD has the authority to improve its educational facilities, including installation of playground equipment, landscaping and irrigation on school property.

The ISD is willing to enter into contracts as required to construct the Project so long as the Districts and other third parties have prefunded the Project Costs as hereinafter defined).

**AGREEMENT**

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Districts and the ISD contract and agree as follows:

Section 1. Scope of Project. The PTO has designed the Project which includes the following elements, which are more specifically described on the attached Proposal from PlayPower LT Farmington, Inc.:

(I) The current slide would be in its current location and two Sensory Water Seats would be nearby. The existing 30' x 30' canopy would cover this equipment.

(2) An inclusive ramped unit covered by its own shade canopy would be added to the playground.

(3) Swings would be added nearby and include a Universal Expression Swing.

(4) The entire area would be surfaced in a unitary poured in place (PIP) surfacing.

(5) Equipment from Gametime.com to be installed would include the Sensory Wave-rock- n-raft, double slide with ADA slide transfer, accessible ramp, ADA steering wheel, ground level table and seat, ground level Sun Blossom, Butterfly and Rock Climber.

The approximate cost of the Project is $218,997.00 (the "Project Costs").

The PTO may provide substitute proposals for the design of the Project and the equipment to be installed, including reducing the scope of the Project; however, all equipment and products purchased for the Project shall be American-made and be compliant with all applicable local, state and federal rules, regulations, and statutes including, but not limited to, the Americans With Disabilities Act. Once the final proposals (the "Proposals") are approved, the ISD shall cause them to be provided to the Districts.

Section 2. Cost and Financing of the Project. MUD 365 will be responsible for providing $65,000 towards the Project Costs (the "MUD 365 Contribution"), contingent upon receiving written confirmation from the ISD that the remainder of the Project Costs have been fully funded. MUD 365 shall submit the MUD 365 Contribution within 45 days of receiving such notice from the ISD. MUD 365 shall have no obligation to fund any portion of the Project unless the ISD secures funding for the remainder of the Project Costs.

Upon execution of this Agreement by all parties, MUD 364 will be responsible for providing $50,000 towards the Project Costs (the "MUD 364 Contribution").

Each District may at its option increase its funding for the Project at a later date, and this Agreement shall be modified to reflect any such increased funding. The ISD will hold the MUD 365 Contribution and the MUD 364 Contribution in escrow solely for use on the Project pursuant to the terms of this Agreement. If the actual Project Costs are less than the aggregate cost of the Proposals, the ISD will reimburse each District for its proportional share of the excess. If the actual Project Costs are more than the aggregate cost of the Proposals, such excess shall solely be the responsibility of the ISD and/or PTO.

If the PTO fails to raise enough funds for the Project or if the Project is not completed by December 31, 2024, the ISD shall return the full amount of each District's funding within 45 days of receiving a request from the District(s) for a refund.

Section 3. Completion of the Project. The ISD will be responsible for procuring vendors for the Project in accordance with state procurement law, entering into contracts for construction of the Project, supervising the work, and paying the vendors and contractors. The ISD will provide the Districts with copies of the contracts it enters into and will allow the Districts to inspect the work upon reasonable notice to the ISD. The ISD will determine when the Project is complete and notify the Districts. Upon completion, the ISD will give the Districts a complete accounting of the Project Costs.

Section 4. Time of Essence. The PTO shall proceed diligently to raise the funds needed for the Project and the ISD shall proceed diligently to complete the Project in a timely manner.

Section 5. Ownership. Operation. and Maintenance. The ISD will own, operate, and maintain the Project, at its sole cost and expense, in good working order and in accordance with the requirements of all laws, rules, and regulations applicable to the ISD. If in the future, the playground improvements are in the way of renovation or additions, the ISD will take reasonable measures to relocate the equipment that is in good condition

Section 6. Public Access to the Project. The ISD agrees that the public shall have access to the completed Project during non-school hours; provided, however, that the ISD may impose reasonable time, place and manner restrictions as determined by the ISD. Non-school hours shall generally include: 1) weekends; 2) weekdays outside of normal school hours when there are no ISD-sponsored activities where students are present; and 3) any other times when school is not in session.

Section 7. Entire Agreement: Modification. This Agreement constitutes the entire agreement between the Districts and the ISD concerning the Project. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

Section 8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Districts and the ISD and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the Districts or the ISD.

Section 9. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section I0. Successors and Assigns. This Agreement shall apply to and be binding upon the parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other parties, which consent shall not be unreasonably withheld.

Section 11. Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization;(ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and this Agreement is a binding and enforceable agreement on its part.

Section 12. Address and Notices. All notices provided or permitted to be given under this Agreement must be in writing and may be **served** by (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by delivering the same in person to such party; (iii) by prepaid telegram or telex; or (iv) by facsimile transmission. Notice given by mail shall be effective upon deposit in the United States mail system. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to MUD 364: Harris County Municipal Utility District No. 364
c/o 1401 Enclave Parkway, Suite 625
Houston, Texas 77077
Attention: Ms. Monica Garza
Tel: (346) 440-1319
Fax: (832) 230-2371

If to MUD 365: Harris County Municipal Utility District No. 365
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
Attention: Ms. Adisa Harrington
Tel: (713) 860-6494
Fax: (713) 860-6694

If to I.S.D.: Office of the Superintendent
Cypress-Fairbanks Independent School District
11440 Matzke Road
Cypress, Texas 77429
Tel: (281) 897-4000
Fax: (281) 897-4125

Any party hereto may change its address for notice by giving seven (7) days prior written notice to the other parties.

Section 13. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 14. Effective Date. This Agreement will be effective as of the date and year first above written.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed to be unoriginal, as of the date and year first written herein.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 364

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 365

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

**SHORT FORM BLANKET EASEMENT**
**3-PHASE OVERHEAD AND UNDERGROUND**

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

STATE OF TEXAS }
KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS }

THAT, Cypress-Fairbanks Independent School District, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR ($1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

> Restricted Reserve "A" of Cypress-Fairbanks I.S.D. Educational Campus, a subdivision out of T.J. Stansbury Survey, Abstract 710, Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 567111 of the Map Records of said county and state, (the "Easement Area").

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

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

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

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

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

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

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

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

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

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

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

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

This instrument may be executed in counterpart originals and on different dates with the same legal effect as if all parties hereto had signed the same on the same date.

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

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use

of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

**EXECUTED** this _____ day of _____, 20____.

Cypress Fairbanks Independent School District

BY: _____
Signature

_____
Name typed or printed

_____
Title

STATE OF TEXAS }

COUNTY OF _____}

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

**Given under my hand and seal of office** this _____ day of _____, 20___.

_____
Notary's Signature

_____
Name typed or printed

_____
Commission Expires

**ATTACHMENT**
**AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF_____}

BEFORE me the undersigned authority on this day personally appeared Cypress-Fairbanks Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

> Restricted Reserve “A” of Cypress-Fairbanks I.S.D. Educational Campus, a subdivision out of T.J. Stansbury Survey, Abstract 710, Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 567111 of the Map Records of said county and state.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

**EXECUTED** this _____ day of _____, 20___.

Cypress Fairbanks Independent School District

BY: _____
Signature

_____
Title

_____
Name typed or printed

**SUBSCRIBED and SWORN** before me this ____ day of _____, 20____.

_____
Notary's Signature

_____
Name typed or printed

_____
Commission Expires

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

CenterPoint Energy

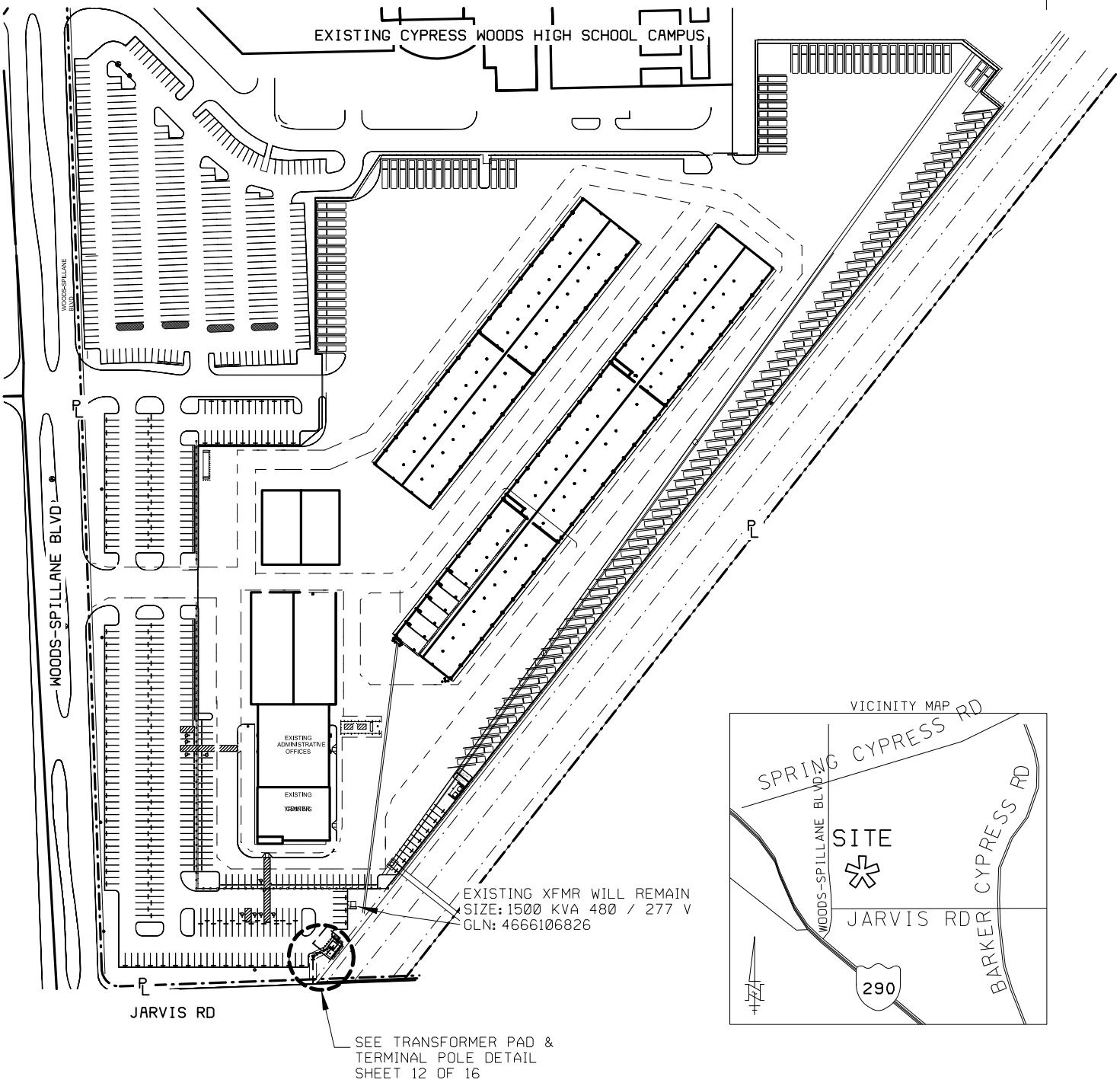
SHEET 1 of 2
JOB # 108602297-1

# GENERAL LOCATION SKETCH

| LAMBERT | SECTION | KEY MAP | FUNCTIONAL LOCATION | SCALE | CIRCUIT | ORDER NO. |
|---|---|---|---|---|---|---|
| 4665 | A1 | 367F | "EXHIBIT A" | N.T.S. | | 108602297 |

CYPRESS FAIRBANKS INDPENDENT SCHOOL DISTRICT (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY VISITING HTTP://WWW.CENTERPOINTENERGY.COM/EN-US/PAGES/MUGFORM.ASPX

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS



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

THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 12 & 13, SHEET 13 OF 16)

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

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

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

CONDUIT RISERS AT POLE CANNOT BE INSPECTED UNTIL POLE IS INSTALLED

NO OTHER UTILITIES CAN RISER ON TERMINAL POLE

TERMINAL POLE STAKING MUST BE VERFIED BY THE CUSTOMER PRIOR TO INSTALLATION

ACCESS ROAD/STAGING AREA GRADE MUST BE WITHIN 6" OF THE TRANSFORMER PAD EASEMENT GRADE

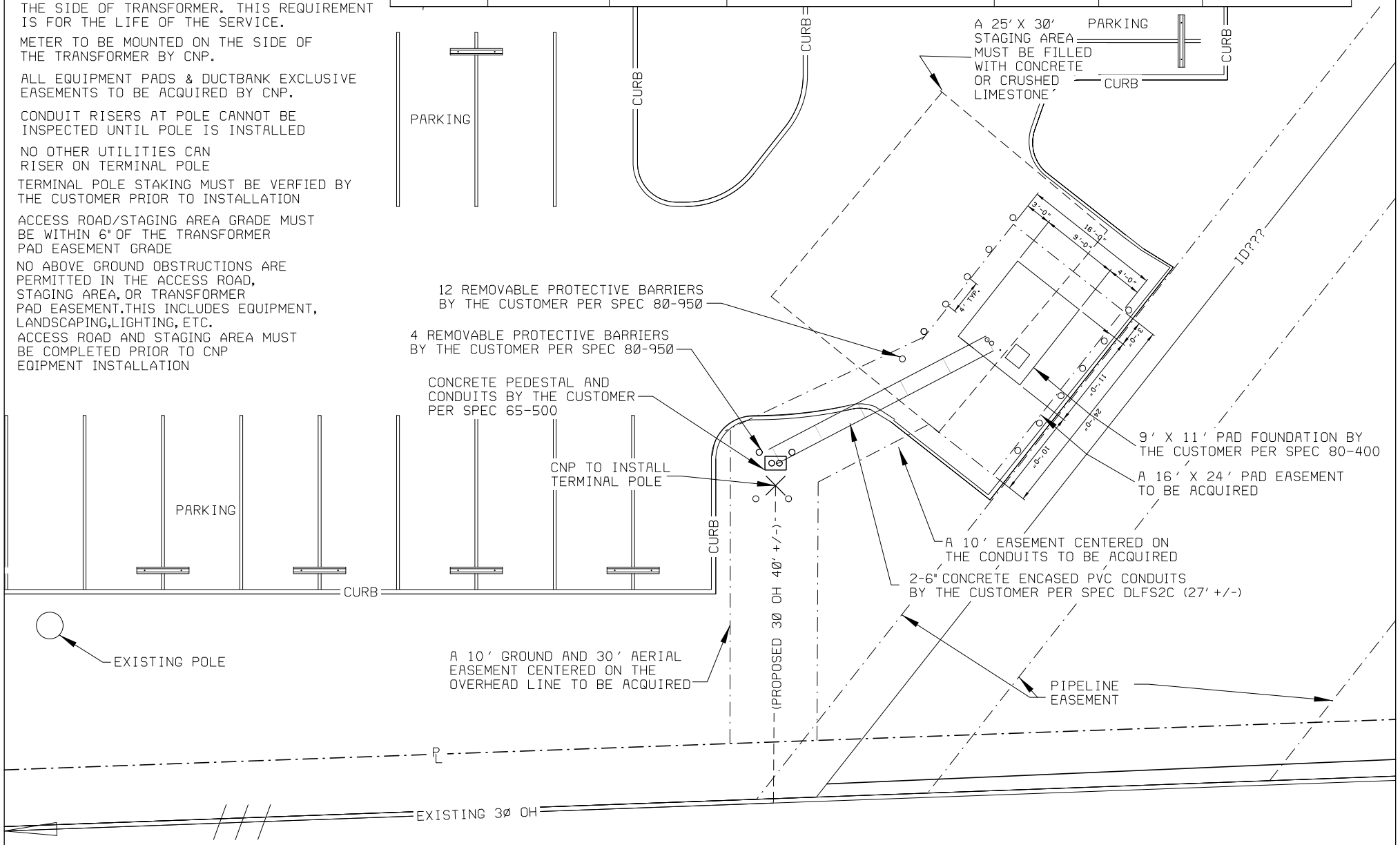
NO ABOVE GROUND OBSTRUCTIONS ARE PERMITTED IN THE ACCESS ROAD, STAGING AREA, OR TRANSFORMER PAD EASEMENT. THIS INCLUDES EQUIPMENT, LANDSCAPING, LIGHTING, ETC. ACCESS ROAD AND STAGING AREA MUST BE COMPLETED PRIOR TO CNP EQIPMENT INSTALLATION

CenterPoint Energy

# DETAIL SKETCH

SHEET 2 of 2
JOB # 108602297-1

| LAMBERT | SECTION | KEY MAP | FUNCTIONAL LOCATION | SCALE | CIRCUIT | ORDER NO. |
|---|---|---|---|---|---|---|
| 4665 | A1 | 367F | "EXHIBIT A" | N.T.S. | | 108602297 |



**Project/Line: C59**
**Tract #: 115**
**Harris County, Texas**

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

# TEMPORARY WORKSPACE EASEMENT AGREEMENT

This TEMPORARY WORKSPACE EASEMENT AGREEMENT (this "Agreement"), dated effective as of the _____ day of _____ 2024 (the "Effective Date"), is between **CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**, [a _____,] whose address is 11440 Matzke Road, Cypress, Texas 77429 ("Grantor", whether one or more), and **EXXONMOBILE PIPELINE COMPANY LLC (EMPCo)**, a limited liability company, with offices at 22777 Springwoods Village Parkway, Spring, Texas 77389 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (the "Grantee"). For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a temporary workspace easement as described and depicted in attached Exhibit A and Exhibit B (the "Temporary Workspace Easement") for any use reasonably related to the installation, construction, and access to Grantee's pipeline project and any appurtenant facilities.

This Agreement is subject to the following covenants and conditions:

1. Grantee will:

(a) fully restore and level the surface of said land to, as reasonably practicable, the same condition as it was prior to Grantee's operations in the Temporary Workspace Easement and clean up the work space area in a good workmanlike manner prior to the termination of this Agreement;

(b) fully and promptly restore and replace any and all damage done to any fences, gates, drives, parking spaces, curbs, wheel stops, concrete paving or other structures of Grantor in exercising any of the rights granted herein prior to the termination of this Agreement.

2. It is expressly understood between Grantor and Grantee that Grantee will utilize the Temporary Workspace Easement in a manner that does not substantially interfere with Grantor's operation of the elementary school located on Grantor's property from which the Easement is granted,

3. The consideration paid by Grantee includes the market value of the Temporary Workspace Easement, any and all reasonably anticipated damages caused to the surface of Grantor's lands within the Temporary Workspace Easement and damages, if any, to Grantor's adjacent property as a result of the use of the Temporary Workspace Easement for the purposes for which it is granted.

4. This Agreement and all of Grantee's rights in the Temporary Workspace Easement shall terminate upon the earlier to occur of (i) completion of the removal of 8" abandoned pipeline or (ii) on August 1, 2024. All rights, duties and/or obligations arising by or under this Agreement shall only apply while this Agreement is in effect.

TO HAVE AND HOLD the Temporary Workspace Easement unto Grantee and its successors and assigns for so long as this Agreement remains in effect.

[***Remainder of Page Left Blank; Signatures Contained on Next Page***]

EXECUTED on the date of the acknowledgment hereto, but effective for all purposes as of the Effective Date.

| GRANTOR: | GRANTEE |
| --- | --- |
| CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT | EXXONMOBIL PIPELINE COMPANY LLC |
| By: _____ | By: _____ |
| Name: | Bradley Karasek |
| Title: | Lead Right of Way & Claims Agent |

EXHIBIT A

Description of Temporary Workspace

An approximate 50’x80’ temporary workspace located in the Mandred Wood Survey, A-869 of Harris County, Texas.

EXHIBIT A

Plat of Temporary Workspace

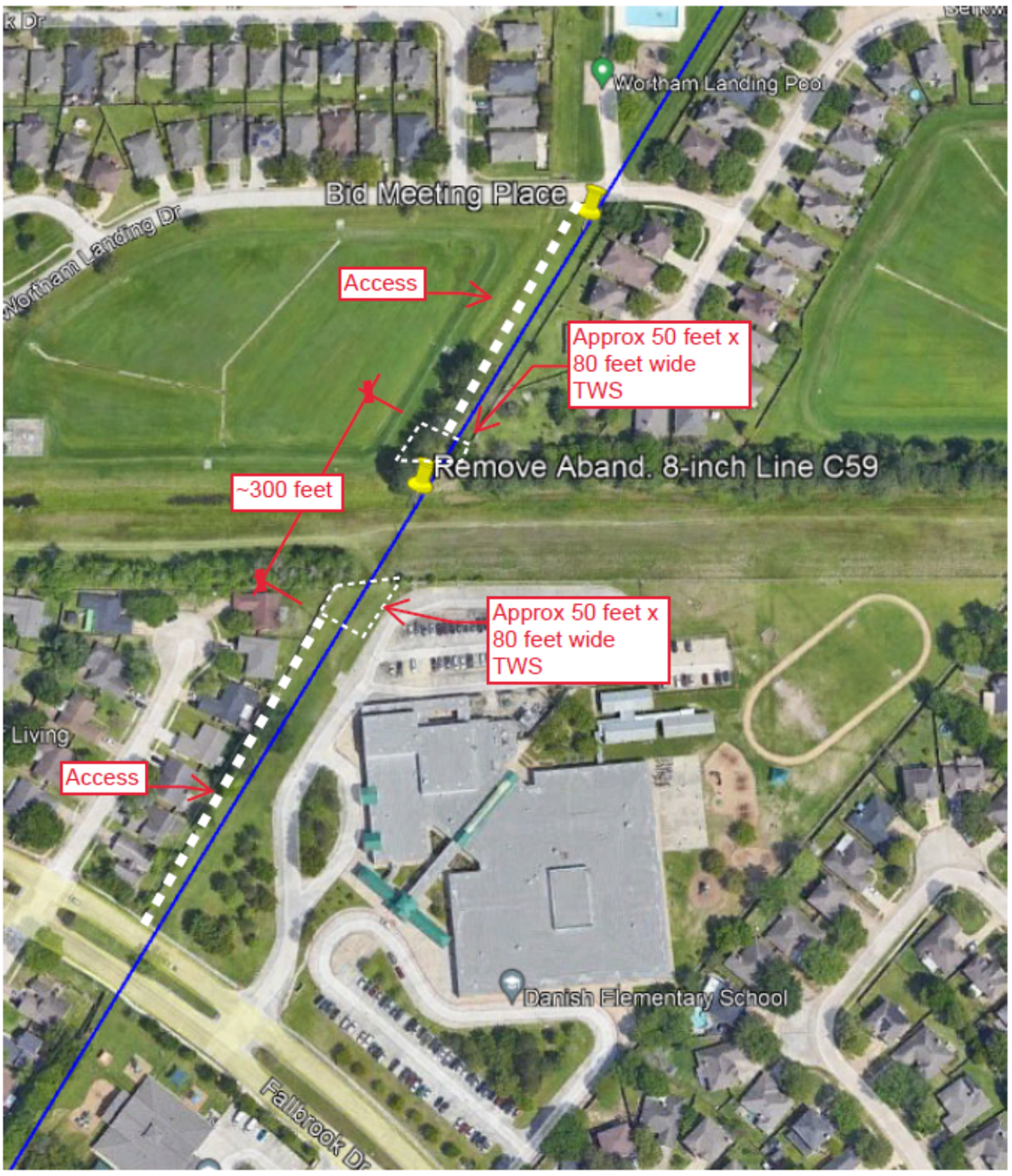



Exhibit B

EXHIBIT B

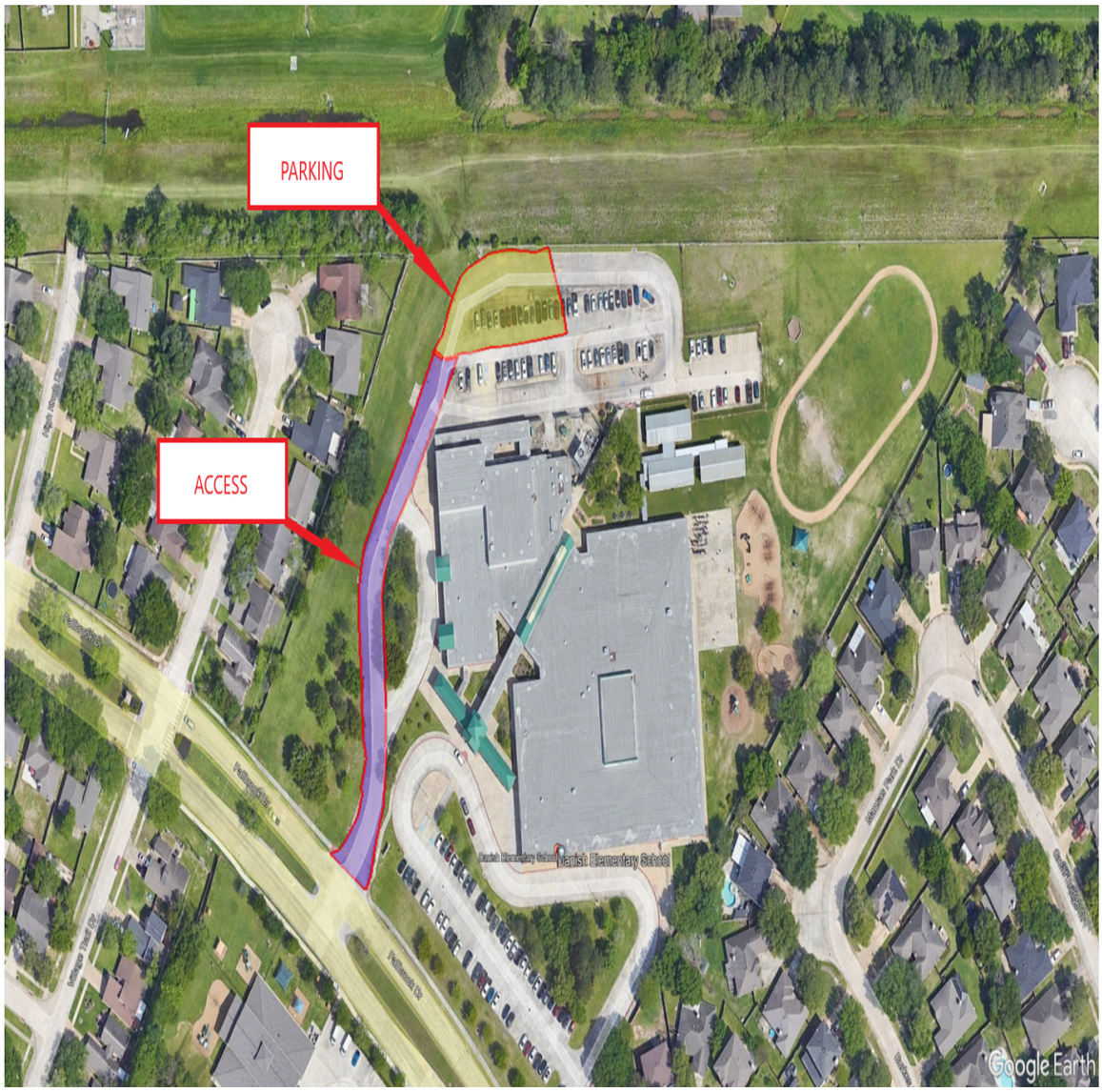
Description of Temporary Access and Parking

An approximate access area of .38 acres located in the Mandred Wood Survey, A-869 of Harris County, Texas.

An approximate parking and staging area of .29 acres located in the Mandred Wood Survey, A-869 of Harris County, Texas.

EXHIBIT B

Plat of Access and Parking



**Project/Line: C59**
**Tract #: 115**
**Harris County, Texas**

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

# TEMPORARY WORKSPACE EASEMENT AGREEMENT

This TEMPORARY WORKSPACE EASEMENT AGREEMENT (this "Agreement"), dated effective as of the _____ day of _____ 2024 (the "Effective Date"), is between **CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT**, [a _____,] whose address is 11440 Matzke Road, Cypress, Texas 77429 ("Grantor", whether one or more), and **ENTERPRISE CRUDE PIPELINE LLC**, a limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (the "Grantee"). For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a temporary workspace easement described in attached Exhibit A and depicted on Exhibit B (the "Temporary Workspace Easement") for any use reasonably related to the installation, construction, and access to Grantee's pipeline project and any appurtenant facilities.

This Agreement is subject to the following covenants and conditions:

1. Grantee will:

(a) fully restore and level the surface of said land to, as reasonably practicable, the same condition as it was prior to Grantee's operations in the Temporary Workspace Easement and clean up the work space area in a good workmanlike manner;

(b) fully and promptly restore and replace any and all damage done to any fences, gates or other structures of Grantor in exercising any of the rights granted herein.

2. It is expressly understood between Grantor and Grantee that Grantee will utilize the Temporary Workspace Easement in a manner that does not substantially interfere with Grantor's operation of the elementary school located on Grantor's property from which the Easement is granted,

3. The consideration paid by Grantee includes the market value of the Temporary Workspace Easement, any and all reasonably anticipated damages caused to the surface of Grantor's lands within the Temporary Workspace Easement and damages, if any, to Grantor's adjacent property as a result of the use of the Temporary Workspace Easement for the purposes for which it is granted.

4. This Agreement and all of Grantee's rights in the Temporary Workspace Easement shall terminate upon the earlier to occur of (i) completion of the removal of 8" abandoned pipeline and (ii) 90 days after the Effective Date [on _____, 2024]. All rights, duties and/or obligations arising by or under this Agreement shall only apply while this Agreement is in effect.

TO HAVE AND HOLD the Temporary Workspace Easement unto Grantee and its successors and assigns for so long as this Agreement remains in effect.

[***Remainder of Page Left Blank; Signatures Contained on Next Page***]

EXECUTED on the date of the acknowledgment hereto, but effective for all purposes as of the Effective Date.

| GRANTOR: | GRANTEE |
| --- | --- |
| CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT | ENTERPRISE CRUDE PIPELINE LLC |
| By: _____ | By: _____ |
| Name: | John F. Sanchez |
| Title: | Agent & Attorney-in-Fact |

EXHIBIT A

Description of Temporary Workspace

An approximate 50’x80’ temporary workspace located in the Mandred Wood Survey, A-869 of Harris County, Texas.

EXHIBIT A

Plat of Temporary Workspace

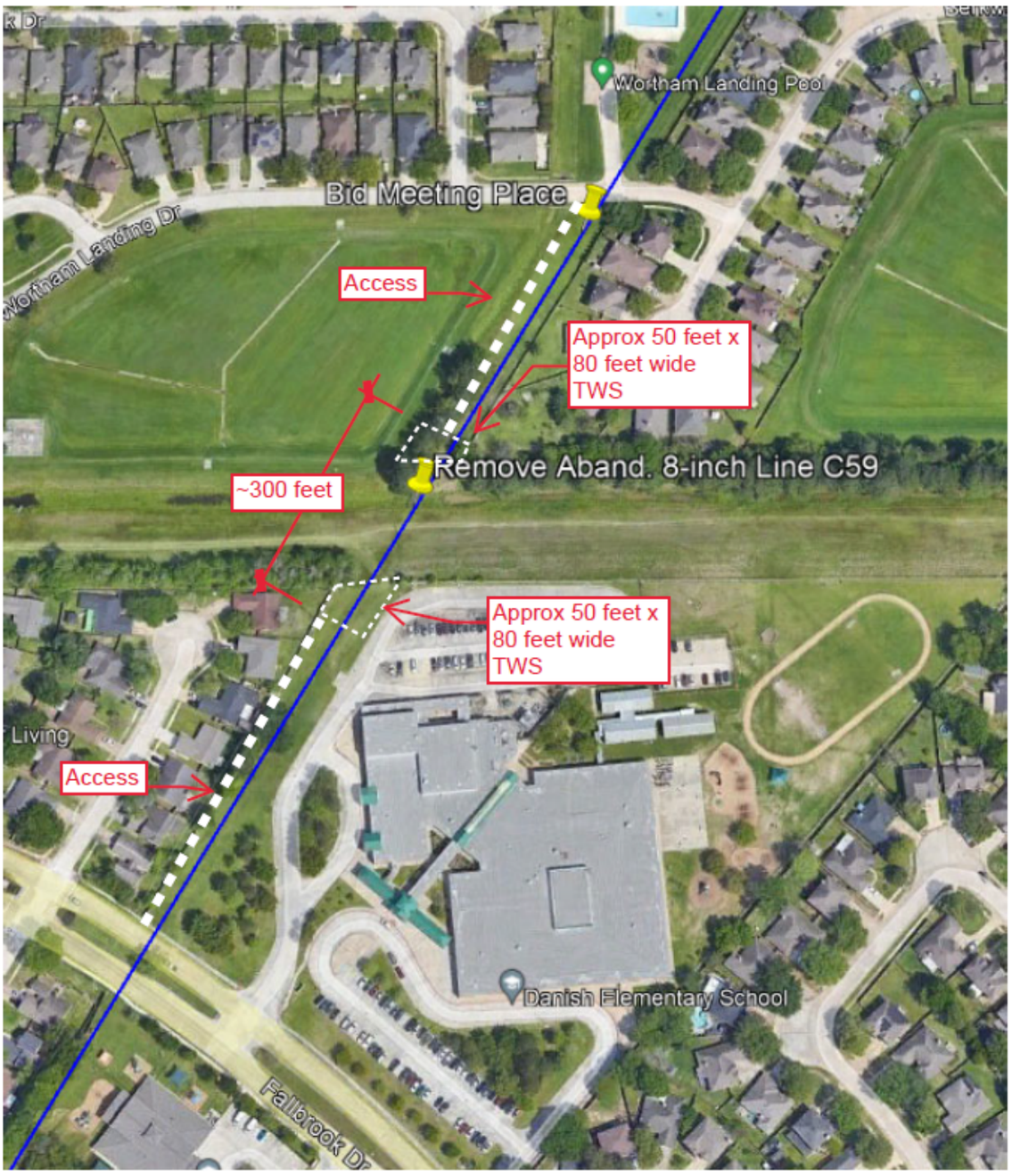



Exhibit B

JOINER
ARCHITECTS
700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401

May 21, 2024

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

Re: 2023 Maintenance / Operations Renovations
Cypress-Fairbanks Independent School District
CFISD Project No. 23-11-5734-R-RFP
Joiner Architects Project Number: 23007

Dear Mr. Clayburn,

On Tuesday, April 30, 2024, competitive sealed proposals were received in the District's Facilities Design & Construction office on Perry Road for the 2023 Maintenance / Operations Renovations project. A total of three (3) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

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

Joiner Architects recommends to the Cypress-Fairbanks Independent School District Board of Trustees the acceptance of the Selection Committee's recommendation to select Nash Industries, Inc. as the Contractor for the 2023 Maintenance / Operations Renovations project in the amount of $1,344,150.00. This amount represents the Base Proposal plus Alternate No. 1 and 2B.

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

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

We look forward to a successful partnership with the District and Nash Industries, Inc. in the construction for the 2023 Maintenance / Operations Renovations project.

Sincerely,

Scott C. Brady
Partner

Cc: Ms. Shannon Thompson, Cypress-Fairbanks ISD
Mr. Greg Segura, Cypress-Fairbanks ISD
Mr. Ryan Stephan, Joiner Architects, Inc.
File 5B

# PROPOSAL TABULATION FORM

## 2023 Maintenance / Operations Renovations

Cypress-Fairbanks Independent School District
Project No. 23-11-5734-R-RFP / Joiner Architects Project No. 23007
Proposal Date/Time: Tuesday, April 30, 2024 at 2:00 p.m. (CST); Alternates: 3:00 p.m. (CST)

| | DivisionOne Construction, LLC | Jamail & Smith | Recommended Proposer<br>Nash Industries | |
|---|---|---|---|---|
| Proposal Bond (Section AD) | YES | YES | YES | |
| Base Proposal | $1,599,000.00 | $1,400,000.00 | $929,000.00 | |
| Addenda Acknowledged: 1 & 2 | YES | YES | YES | |
| | | | | |
| Alternate 1 - Base Bid Adjustment | -$75,000.00 | -$190,000.00 | $250,000.00 | |
| Alternate 2A - Chiller by Carrier | No Bid | No Bid | No Bid | |
| Alternate 2B - Chiller by Daikin | $161,000.00 | $165,000.00 | $165,150.00 | |
| Alternate 2C - Chiller by Trane | $176,000.00 | $170,000.00 | $180,985.00 | |
| | | | | |
| **TOTAL BASE PROPOSAL AMOUNT + ALTERNATES 1 & 2B** | **$1,685,000.00** | **$1,375,000.00** | **$1,344,150.00** | |
| **PROPOSER RANK** | **3** | **2** | **1** | |

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

Facilities & Construction Department
11430 Perry Road, Houston, TX 77064

Jesse Clayburn
Assistant Superintendent, Facilities & Construction

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

**FROM:** Jesse Clayburn

**DATE:** June 13, 2024

**RE:** **2023 MAINTENANCE / OPERATIONS RENOVATIONS**
**CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 23-11-5734-R-RFP**
**CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of three (3) proposals from interested contractors on Tuesday, April 30, 2024, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposals submitted and a recommendation letter from Joiner Architects, Inc. dated May 21, 2024.

Our department has carefully evaluated the submitted proposals and hereby recommends to the Board of Trustees, to award the construction contract to Nash Industries, Inc. in the amount of $1,344,150.00. This recommendation is based upon acceptance of the Base Proposal plus Alternates No. 1 and 2B. Nash Industries, Inc. has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes chiller replacement, paint booth replacement and casework replacement and miscellaneous mechanical, electrical, and plumbing work.

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

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

jc/rc

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

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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**To:** **Paula Ross**
**Assistant Superintendent of Technology Services and Information Systems**

**From:** **Samara Rangel**
**Technology Software Specialist**

**Date:** **June 17, 2024**

**Re:** **Adobe for Instructional & Administrators**
**Contract ID: 23-07-1030**

| Item | Description | Qty | Dell | SHI | SCW | JourneyEd |
|---|---|---|---|---|---|---|
| | **Total Purchase Price** | | **$ 447,946.00** | **No Bid** | **No Bid** | **No Bid** |
| **Item 1** | Adobe All Apps for K-12 Faculty/Staff | **12,000** | **$60,000.00** | **No Bid** | **No Bid** | **No Bid** |
| **Item 2** | Adobe all Apps for K-12 Students | **63,362** | **$316,810.00** | **No Bid** | **No Bid** | **No Bid** |
| **Item 3** | Adobe Shared Device License K12 | **58,000** | **$0.00** | **No Bid** | **No Bid** | **No Bid** |
| **Item 4** | Adobe Sign Transactions + Professional Services | **52,000** | **$71,136.00** | **No Bid** | **No Bid** | **No Bid** |

*Dell Marketing, LP is a contracted vendor on the DIR, Contract No. DIR-TSO-3763.

Recommendation: Dell Marketing, LP

Funding: Multiple Funds

**Estimated Expenditure:**

**$447,946.00 Yr. 1 2024-2025**
**$447,946.00 Yr. 2 2025-2026**
**$447,946.00 Yr. 3 2026-2027**
**$1,343,838.00 Term Total**

Contract Term: August 28, 2024 - August 27, 2027

sr

Quote Created: 5/20/2024
Quote Expires:

**Billing Info**

| | |
|---|---|
| Company Name : | **Cypress Fairbanks ISD** |
| Billing Address: | |
| City, State & Zip: | |
| Admin Contact: | |
| Admin Contact E-MAIL: | |
| DOMS Cust #: | |
| Dell Licensing Specialist: | Scott Arnold |
| | ETLA |
| | **DIR-TSO-3763** |

| Line | Mfg Part # | PRODUCT DESCRIPTION | LEVEL | QTY | Annual Cost | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | TBD | Adobe ETLA YEAR 1 | ETLA | 1 | $ 447,946.00 | $ 447,946.00 |
| 2 | TBD | Adobe ETLA YEAR 2 | ETLA | 1 | $ 447,946.00 | $ 447,946.00 |
| 3 | TBD | Adobe ETLA YEAR 3 | ELTA | 1 | $ 447,946.00 | $ 447,946.00 |
| | | | Total: | 3 | | |
| | | | | | **3-Year Total** | **$ 1,343,838.00** |

Enterprise

Quote does not include tax or shipping & handling

***Please note that this quote was manually created and is subject to mistakes***

Tems & Conditions

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.

2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file. If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative.

3) Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this unless noted. For more information, refer to www.dell.com/environmental fee. This applies unless this provision is specifically excluded in the above referenced contract.

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

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:** **May 8, 2024**

**Re:** **Art and Miscellaneous School Supplies**
**Annual Contract #24-06-4010RFP**

The following proposals were received and opened at 10:00 a.m., Thursday, April 25, 2024, as advertised and specified in documents concerning **Annual Contract #24-06-4010RFP Art and Miscellaneous School Supplies.** The proposals received and the final evaluation summary are located on pages 2-19.

Award contracts to selected vendors per line item as listed at the minimum discount and price noted.

[a] Bid price for alternate packaging has been converted to specified unit price.
[b] No sample provided for evaluation.
[c] Bid error.
[d] No award.

| | |
|---|---|
| **Funding:** | **Multiple Funds** |
| **Estimated Expenditure:** | **$764,000.00** |
| **Contract Term:** | **July 1 , 2024 - June 30, 2025** |

na

**Line 1 Percent Discount off Catalog PRICE**

| SUPPLIER | PERCENT OFF |
|---|---|
| **ADG Blusource, LLC** | **10.0%** |
| **American Ceramic Supply Company** | **0.0%** |
| **Blick Art Materials (Blick Art Materials LLC)** | **20.0%** |
| **Butler Business Products, LLC** | **30.0%** |
| **Earlychildhood LLC (Discount School Supply)** | **10.0%** |
| **E-Clips USA** | **0.0%** |
| **Educational Products, Inc.** | **5.0%** |
| **FREESTYLE PHOTOGRAPHIC SUPPLIES (FREESTYLE SALES COMPANY)** | **0.0%** |
| **Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC)** | **5.0%** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | **0.0%** |
| **Oriental Trading Company (OTC Direct, Inc.)** | **5.0%** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | **10.0%** |
| **Quill Corporation** | **15.0%** |
| **S&S Worldwide Inc** | **20.0%** |
| **School Specialty, LLC** | **35.0%** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | **40.0%** |
| **Texas Art Supply Company** | **20.0%** |
| **Winn Innovations (Winn Innovations, LLC)** | **5.0%** |

**Line 2 Adhesive, Plastic, Fun Tak**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 2400 | Each | **$1.39** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 2400 | Each | **$2.09** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 2400 | Each | **$2.10** |
| **Quill Corporation** | 2400 | Each | **$2.28** |
| Educational Products, Inc. | 2400 | Each | $3.75 |
| Winn Innovations (Winn Innovations, LLC) | 2400 | Each | $3.91 |

**Line 3 Chart Tablets, 24 in. x 16 in., 1 in. ruled**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 2000 | Each | **$1.63** |
| **School Specialty, LLC** | 2000 | Each | **$1.77** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 2000 | Each | **$2.05** |
| **Butler Business Products, LLC** | 2000 | Each | **$2.40** |
| Liberty Office Products (Liberty Data Products, Inc.) | 2000 | Each | $5.43 |
| Winn Innovations (Winn Innovations, LLC) | 2000 | Each | $5.45 |
| Quill Corporation | 2000 | Each | $9.72 |
| Earlychildhood LLC (Discount School Supply) | 2000 | Each | $10.88 |

**Line 4 Chart Tablets, 24 in. x 32 in., 1 in. ruled**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 2000 | Each | **$2.95** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 2000 | Each | **$3.54** |
| Butler Business Products, LLC | 2000 | Each | $4.10 |
| [ALT1] School Specialty, LLC | 2000 | Each | $4.54 |
| Liberty Office Products (Liberty Data Products, Inc.) | 2000 | Each | $7.98 |
| Winn Innovations (Winn Innovations, LLC) | 2000 | Each | $8.83 |
| Quill Corporation | 2000 | Each | $9.84 |
| Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 2000 | Each | $16.14 |
| Earlychildhood LLC (Discount School Supply) | 2000 | Each | $29.69 |

**Line 5 Chart Tablets, 24 in. x 32 in., unruled**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 200 | Each | **$2.95** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 200 | Each | **$3.54** |
| Butler Business Products, LLC | 200 | Each | $4.20 |
| [ALT1] School Specialty, LLC | 200 | Each | $5.07 |
| Liberty Office Products (Liberty Data Products, Inc.) | 200 | Each | $8.82 |
| Winn Innovations (Winn Innovations, LLC) | 200 | Each | $8.83 |
| Quill Corporation | 200 | Each | $11.74 |
| Earlychildhood LLC (Discount School Supply) | 200 | Each | $22.49 |
| Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 200 | Each | $23.74 |

**Line 6 Clips, Stikki, White, 20 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 100 | Packages | **$3.19** |
| **School Specialty, LLC** | 100 | Packages | **$3.20** |
| Quill Corporation | 100 | Packages | $4.04 |
| Blick Art Materials (Blick Art Materials LLC) | 100 | Packages | $4.23 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 100 | Packages | $11.69 |

**Line 7 Crayons, Jumbo, 8 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 228 | Sets | **$0.54** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 228 | Sets | **$0.61** |
| **School Specialty, LLC** | 228 | Sets | **$0.75** |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 228 | Sets | $1.20 |
| Liberty Office Products (Liberty Data Products, Inc.) | 228 | Sets | $1.89 |
| E-Clips USA | 228 | Sets | $2.46 |
| Educational Products, Inc. | 228 | Sets | $3.19 |
| Earlychildhood LLC (Discount School Supply) | 228 | Sets | $3.41 |
| ADG Blusource, LLC | 228 | Sets | $3.52 |
| Quill Corporation | 228 | Sets | $3.90 |
| Winn Innovations (Winn Innovations, LLC) | 228 | Sets | $4.03 |

**Line 8 Crayons, Multicultural Large, 8 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 300 | Sets | **$1.60** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 300 | Sets | **$1.89** |
| ADG Blusource, LLC | 300 | Sets | $2.50 |
| PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY) | 300 | Sets | $4.62 |

**Line 9 Crayons, Wax, 8 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 2000 | Sets | **$0.27** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 2000 | Sets | **$0.28** |
| **School Specialty, LLC** | 2000 | Sets | **$0.33** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 2000 | Sets | **$0.45** |
| Liberty Office Products (Liberty Data Products, Inc.) | 2000 | Sets | $0.77 |
| Texas Art Supply Company | 2000 | Sets | $0.83 |
| Winn Innovations (Winn Innovations, LLC) | 2000 | Sets | $1.30 |
| E-Clips USA | 2000 | Sets | $1.52 |
| Quill Corporation | 2000 | Sets | $1.73 |
| Educational Products, Inc. | 2000 | Sets | $1.98 |
| Earlychildhood LLC (Discount School Supply) | 2000 | Sets | $3.41 |

**Line 10 Crayons, Wax, 24 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 8000 | Sets | **$0.69** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 8000 | Sets | **$0.70** |
| **School Specialty, LLC** | 8000 | Sets | **$0.85** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 8000 | Sets | **$0.95** |
| Quill Corporation | 8000 | Sets | $1.44 |
| ADG Blusource, LLC | 8000 | Sets | $1.82 |
| Texas Art Supply Company | 8000 | Sets | $1.87 |
| Liberty Office Products (Liberty Data Products, Inc.) | 8000 | Sets | $2.18 |
| Winn Innovations (Winn Innovations, LLC) | 8000 | Sets | $2.25 |
| Educational Products, Inc. | 8000 | Sets | $2.76 |
| Earlychildhood LLC (Discount School Supply) | 8000 | Sets | $5.12 |

**Line 11 Crayons, Wax, 48 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 300 | Sets | **$1.50** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 300 | Sets | **$1.51** |
| **School Specialty, LLC** | 300 | Sets | **$1.89** |
| E-Clips USA | 300 | Sets | $2.85 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 300 | Sets | $2.88 |
| Liberty Office Products (Liberty Data Products, Inc.) | 300 | Sets | $3.51 |
| Texas Art Supply Company | 300 | Sets | $3.95 |
| Quill Corporation | 300 | Sets | $4.34 |
| ADG Blusource, LLC | 300 | Sets | $5.17 |
| Educational Products, Inc. | 300 | Sets | $6.45 |
| Winn Innovations (Winn Innovations, LLC) | 300 | Sets | $6.45 |

**Line 12 Eraser, Kneaded (Large), 12 per box**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Quill Corporation** | 120 | Boxes | **$1.28** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 120 | Boxes | **$4.35** |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 120 | Boxes | $5.08 |
| Butler Business Products, LLC | 120 | Boxes | $5.20 |
| PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY) | 120 | Boxes | $5.25 |
| School Specialty, LLC | 120 | Boxes | $6.71 |
| Liberty Office Products (Liberty Data Products, Inc.) | 120 | Boxes | $8.96 |
| Blick Art Materials (Blick Art Materials LLC) | 120 | Boxes | $13.32 |
| Winn Innovations (Winn Innovations, LLC) | 120 | Boxes | $21.00 |

**Line 13 Eraser, Pink Pearl, 2-5/8 in. x 1 in., 12 per box**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] E-Clips USA | 3000 | Boxes | $0.10 [b] |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 3000 | Boxes | **$1.03** |
| **School Specialty, LLC** | 3000 | Boxes | **$1.10** |
| **ADG Blusource, LLC** | 3000 | Boxes | **$1.26** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 3000 | Boxes | **$1.29** |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 3000 | Boxes | $4.10 |
| Butler Business Products, LLC | 3000 | Boxes | $4.64 |
| [ALT1] Winn Innovations (Winn Innovations, LLC) | 3000 | Boxes | $5.15 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 3000 | Boxes | $6.29 |
| Liberty Office Products (Liberty Data Products, Inc.) | 3000 | Boxes | $6.61 |
| Quill Corporation | 3000 | Boxes | $6.89 |

**Line 14 Eraser, Vinyl, Magic Rub, 2-3/16 in. x ½ in., 12 per box**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 888 | Boxes | **$4.35** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 888 | Boxes | **$4.39** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 888 | Boxes | **$4.54** |
| Butler Business Products, LLC | 888 | Boxes | $5.45 |
| Quill Corporation | 888 | Boxes | $6.34 |
| School Specialty, LLC | 888 | Boxes | $6.71 |
| Liberty Office Products (Liberty Data Products, Inc.) | 888 | Boxes | $6.91 |
| Winn Innovations (Winn Innovations, LLC) | 888 | Boxes | $9.00 |

**Line 15 Eraser, Chalkboard / Dry Erase**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| S&S Worldwide Inc | 250 | Boxes | $0.00 [c] |
| **Butler Business Products, LLC** | 250 | Boxes | **$2.34** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 250 | Boxes | **$3.50** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 250 | Boxes | **$3.73** |
| Quill Corporation | 250 | Boxes | $4.00 |
| Winn Innovations (Winn Innovations, LLC) | 250 | Boxes | $5.64 |
| PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY) | 250 | Boxes | $7.79 |
| [ALT1] NATIONAL ART & SCHOOL SUPPLIES INC. | 250 | Boxes | $7.80 |
| [ALT1] School Specialty, LLC | 250 | Boxes | $9.00 [a] |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 250 | Boxes | $24.74 |
| [ALT1] S&S Worldwide Inc | 250 | Boxes | $33.36 [a] |

**Line 16 Fixative Spray, Workable, 11 oz. can**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Blick Art Materials (Blick Art Materials LLC) | 48 | Cans | $7.25 [b] |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 48 | Cans | **$8.39** |
| **School Specialty, LLC** | 48 | Cans | **$8.47** |
| Texas Art Supply Company | 48 | Cans | $10.74 |

**Line 17 Glue, All Purpose, 4 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 3000 | Bottles | **$0.86** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 3000 | Bottles | **$0.87** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 3000 | Bottles | **$0.89** |
| **Quill Corporation** | 3000 | Bottles | **$0.89** |
| School Specialty, LLC | 3000 | Bottles | $1.12 |
| Butler Business Products, LLC | 3000 | Bottles | $1.40 |
| Liberty Office Products (Liberty Data Products, Inc.) | 3000 | Bottles | $1.65 |
| Texas Art Supply Company | 3000 | Bottles | $1.92 |
| Winn Innovations (Winn Innovations, LLC) | 3000 | Bottles | $1.99 |
| Educational Products, Inc. | 3000 | Bottles | $2.65 |
| Earlychildhood LLC (Discount School Supply) | 3000 | Bottles | $24.74 |

**Line 18 Glue, All Purpose, Gallon**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 72 | Bottles | **$12.75** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 72 | Bottles | **$12.75** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 72 | Bottles | **$12.99** |
| School Specialty, LLC | 72 | Bottles | $19.16 |
| Butler Business Products, LLC | 72 | Bottles | $20.00 |
| Quill Corporation | 72 | Bottles | $20.53 |
| Earlychildhood LLC (Discount School Supply) | 72 | Bottles | $22.49 |
| Liberty Office Products (Liberty Data Products, Inc.) | 72 | Bottles | $24.18 |
| Educational Products, Inc. | 72 | Bottles | $28.69 |
| Texas Art Supply Company | 72 | Bottles | $30.09 |

**Line 19 Glue, School, Washable, 4 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 4000 | Bottles | **$0.62** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 4000 | Bottles | **$0.63** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 4000 | Bottles | **$0.65** |
| **School Specialty, LLC** | 4000 | Bottles | **$0.84** |
| **Quill Corporation** | 4000 | Bottles | **$0.85** |
| Butler Business Products, LLC | 4000 | Bottles | $1.00 |
| Liberty Office Products (Liberty Data Products, Inc.) | 4000 | Bottles | $1.38 |
| Educational Products, Inc. | 4000 | Bottles | $1.50 |
| Texas Art Supply Company | 4000 | Bottles | $1.60 |
| Winn Innovations (Winn Innovations, LLC) | 4000 | Bottles | $1.75 |
| ADG Blusource, LLC | 4000 | Bottles | $1.82 |

**Line 20 Glue, Stick, 0.28 oz., 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] E-Clips USA | 6000 | Units | $0.18 [b] |
| **Winn Innovations (Winn Innovations, LLC)** | 6000 | Packages | **$0.75** |
| **[ALT1] NATIONAL ART & SCHOOL SUPPLIES INC.** | 6000 | Packages | **$1.68** |
| **School Specialty, LLC** | 6000 | Packages | **$1.85** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 6000 | Packages | **$1.92** |
| Southwest School & Office Supply (S.W. School Supply Inc) | 6000 | Packages | $2.40 |
| [ALT1] Blick Art Materials (Blick Art Materials LLC) | 6000 | Packages | $3.60 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 6000 | Packages | $8.09 |
| [ALT1] Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 6000 | Packages | $18.04 |

**Line 21 Knife Blades, Craft, No. 11, 5 blades per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 420 | Packages | **$1.59** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 420 | Packages | **$1.78** |
| **School Specialty, LLC** | 420 | Packages | **$2.25** |
| **Texas Art Supply Company** | 420 | Packages | **$2.51** |
| Quill Corporation | 420 | Packages | $4.60 |
| Liberty Office Products (Liberty Data Products, Inc.) | 420 | Packages | $5.24 |
| Winn Innovations (Winn Innovations, LLC) | 420 | Packages | $5.53 |

**Line 22 Knife Blades, Craft, No. 24, 5 blades per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 60 | Packages | **$1.64** |

**Line 23 Knife, Craft, No. 1**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 1000 | Each | **$2.09** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 1000 | Each | **$2.13** |
| **School Specialty, LLC** | 1000 | Each | **$3.53** |
| Texas Art Supply Company | 1000 | Each | $4.28 |
| Liberty Office Products (Liberty Data Products, Inc.) | 1000 | Each | $4.46 |
| Winn Innovations (Winn Innovations, LLC) | 1000 | Each | $6.98 |
| Quill Corporation | 1000 | Each | $7.99 |
| [ALT1] AccuCut, LLC | 1000 | Each | $715.00 |

**Line 24 Marker Set, Washable, 8 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 12552 | Sets | **$1.59** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 12552 | Sets | **$1.65** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 12552 | Sets | **$1.68** |
| **School Specialty, LLC** | 12552 | Sets | **$2.00** |
| E-Clips USA | 12552 | Sets | $2.82 |
| Quill Corporation | 12552 | Sets | $3.09 |
| Liberty Office Products (Liberty Data Products, Inc.) | 12552 | Sets | $3.48 |
| Texas Art Supply Company | 12552 | Sets | $3.88 |
| ADG Blusource, LLC | 12552 | Sets | $4.62 |
| Winn Innovations (Winn Innovations, LLC) | 12552 | Sets | $4.98 |
| Educational Products, Inc. | 12552 | Sets | $5.50 |
| Earlychildhood LLC (Discount School Supply) | 12552 | Sets | $7.19 |

**Line 25 Marker Set, Washable, Classpack, Broad Tip, 8 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 144 | Sets | **$44.70** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 144 | Sets | **$44.74** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 144 | Sets | **$45.40** |
| School Specialty, LLC | 144 | Sets | $56.80 |
| Quill Corporation | 144 | Sets | $61.66 |
| E-Clips USA | 144 | Sets | $62.68 |
| Liberty Office Products (Liberty Data Products, Inc.) | 144 | Sets | $78.85 |
| ADG Blusource, LLC | 144 | Sets | $84.48 |
| Winn Innovations (Winn Innovations, LLC) | 144 | Sets | $86.86 |
| Earlychildhood LLC (Discount School Supply) | 144 | Sets | $116.99 |

**Line 26 Marker Set, Washable, Classpack, Fine Tip, 10 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 192 | Sets | **$56.48** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 192 | Sets | **$57.50** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 192 | Sets | **$57.98** |
| Quill Corporation | 192 | Sets | $66.52 |
| E-Clips USA | 192 | Sets | $67.13 |
| School Specialty, LLC | 192 | Sets | $79.34 |
| Liberty Office Products (Liberty Data Products, Inc.) | 192 | Sets | $82.68 |
| Winn Innovations (Winn Innovations, LLC) | 192 | Sets | $92.29 |
| Earlychildhood LLC (Discount School Supply) | 192 | Sets | $113.39 |

**Line 27 Paint, Acrylic, 6 tube set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Texas Art Supply Company** | 24 | Sets | **$10.24** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 24 | Sets | **$15.69** |

**Line 28 Paint, Acrylic, Black, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 60 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 60 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 60 | Bottles | **$5.06** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 60 | Bottles | **$5.66** |
| School Specialty, LLC | 60 | Bottles | $6.19 |
| Texas Art Supply Company | 60 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 60 | Bottles | $9.62 |
| Quill Corporation | 60 | Bottles | $16.375 |

**Line 29 Paint, Acrylic, Blue, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 48 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 48 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 48 | Bottles | **$5.06** |
| School Specialty, LLC | 48 | Bottles | $6.19 |
| Texas Art Supply Company | 48 | Bottles | $8.14 |
| Quill Corporation | 48 | Bottles | $15.40 |

**Line 30 Paint, Acrylic, Blue, Brilliant, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 75 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 75 | Bottles | **$5.06** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 75 | Bottles | **$6.04** |
| School Specialty, LLC | 75 | Bottles | $6.19 |
| Texas Art Supply Company | 75 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 75 | Bottles | $11.15 |
| Quill Corporation | 75 | Bottles | $15.55 |

**Line 31 Paint, Acrylic, Brown, Burnt Umber, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 50 | Bottles | **$4.49** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 50 | Bottles | **$5.06** |
| Texas Art Supply Company | 50 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 50 | Bottles | $12.10 |
| Quill Corporation | 50 | Bottles | $15.96 |

**Line 32 Paint, Acrylic, Light Green, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 50 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 50 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 50 | Bottles | **$5.06** |
| School Specialty, LLC | 50 | Bottles | $6.19 |
| Texas Art Supply Company | 50 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 50 | Bottles | $12.10 |
| Quill Corporation | 50 | Bottles | $15.99 |

**Line 33 Paint, Acrylic, Orange, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 50 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 50 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 50 | Bottles | **$5.06** |
| Liberty Office Products (Liberty Data Products, Inc.) | 50 | Bottles | $5.37 |
| School Specialty, LLC | 50 | Bottles | $6.19 |
| Texas Art Supply Company | 50 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 50 | Bottles | $12.10 |
| Quill Corporation | 50 | Bottles | $15.265 |

**Line 34 Paint, Acrylic, Phthalo Green, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 50 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 50 | Bottles | **$5.06** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 50 | Bottles | **$5.27** |
| School Specialty, LLC | 50 | Bottles | $6.19 |
| Texas Art Supply Company | 50 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 50 | Bottles | $12.10 |

**Line 35 Paint, Acrylic, Red, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 150 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 150 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 150 | Bottles | **$5.06** |
| Liberty Office Products (Liberty Data Products, Inc.) | 150 | Bottles | $5.24 |
| School Specialty, LLC | 150 | Bottles | $6.19 |
| Texas Art Supply Company | 150 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 150 | Bottles | $12.10 |
| Quill Corporation | 150 | Bottles | $14.98 |

**Line 36 Paint, Acrylic, White, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 200 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 200 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 200 | Bottles | **$5.06** |
| School Specialty, LLC | 200 | Bottles | $6.19 |
| Texas Art Supply Company | 200 | Bottles | $8.14 |
| Liberty Office Products (Liberty Data Products, Inc.) | 200 | Bottles | $9.89 |
| Winn Innovations (Winn Innovations, LLC) | 200 | Bottles | $12.10 |
| Quill Corporation | 200 | Bottles | $16.135 |

**Line 37 Paint, Acrylic, Yellow, 16 oz. bottle**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Earlychildhood LLC (Discount School Supply)** | 100 | Bottles | **$4.49** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 100 | Bottles | **$4.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 100 | Bottles | **$5.06** |
| Liberty Office Products (Liberty Data Products, Inc.) | 100 | Bottles | $5.24 |
| School Specialty, LLC | 100 | Bottles | $6.19 |
| Texas Art Supply Company | 100 | Bottles | $8.14 |
| Winn Innovations (Winn Innovations, LLC) | 100 | Bottles | $12.10 |
| Quill Corporation | 100 | Bottles | $16.715 |

**Line 38 Paint, Tempera Set, Liquid, 6 Colors, Fluorescent, ¾ oz. jars**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Earlychildhood LLC (Discount School Supply) | 100 | Sets | $13.49 [b, d] |

**Line 39 Paint, Tempera, Cake, 6 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 150 | Sets | **$5.65** |
| **[ALT1] School Specialty, LLC** | 150 | Sets | **$6.24** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 150 | Sets | **$6.39** |
| [ALT1] Blick Art Materials (Blick Art Materials LLC) | 150 | Sets | $7.39 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 150 | Sets | $10.79 |
| [ALT1] Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 150 | Sets | $12.34 |

**Line 40 Paint Storage Tray, Tempera, Cake**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **[ALT1] School Specialty, LLC** | 72 | Each | **$0.595** [a] |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 72 | Each | **$1.95** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 72 | Each | **$2.15** |
| **Blick Art Materials (Blick Art Materials LLC)** | 72 | Each | **$2.32** |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 72 | Each | $3.45 [a] |

**Line 41 Paint, Tempera, Liquid, Black, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 200 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 200 | Bottles | **$3.95** |
| **School Specialty, LLC** | 200 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 200 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 200 | Bottles | $7.20 |

**Line 42 Paint, Tempera, Liquid, Blue, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 216 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 216 | Bottles | **$3.95** |
| **School Specialty, LLC** | 216 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 216 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 216 | Bottles | $7.20 |

**Line 43 Paint, Tempera, Liquid, Brown, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 96 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 96 | Bottles | **$3.95** |
| **School Specialty, LLC** | 96 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 96 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 96 | Bottles | $7.20 |

**Line 44 Paint, Tempera, Liquid, Green, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 144 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 144 | Bottles | **$3.95** |
| **School Specialty, LLC** | 144 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 144 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 144 | Bottles | $7.20 |

**Line 45 Paint, Tempera, Liquid, Orange, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 120 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 120 | Bottles | **$3.95** |
| **School Specialty, LLC** | 120 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 120 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 120 | Bottles | $7.20 |

**Line 46 Paint, Tempera, Liquid, Red, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 200 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 200 | Bottles | **$3.95** |
| **School Specialty, LLC** | 200 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 200 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 200 | Bottles | $7.20 |

**Line 47 Paint, Tempera, Liquid, Violet, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 120 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 120 | Bottles | **$3.95** |
| **School Specialty, LLC** | 120 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 120 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 120 | Bottles | $7.20 |

**Line 48 Paint, Tempera, Liquid, White, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 300 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 300 | Bottles | **$3.95** |
| **School Specialty, LLC** | 300 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 300 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 300 | Bottles | $7.20 |

**Line 49 Paint, Tempera, Liquid, Yellow, 32 oz. bottle**

| SUPPLIER | QTY | UOM | PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 240 | Bottles | **$3.81** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 240 | Bottles | **$3.95** |
| **School Specialty, LLC** | 240 | Bottles | **$4.83** |
| Winn Innovations (Winn Innovations, LLC) | 240 | Bottles | $5.59 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 240 | Bottles | $7.20 |

**Line 50 Paint, Watercolor Set, Oval pan set with No. 9 brush**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **[ALT1] NATIONAL ART & SCHOOL SUPPLIES INC.** | 2400 | Sets | **$1.60** |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 2400 | Sets | $1.79 [b] |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 2400 | Sets | **$1.81** |
| **School Specialty, LLC** | 2400 | Sets | **$2.27** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 2400 | Sets | **$2.40** |
| [ALT1] Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 2400 | Sets | $2.84 |
| Winn Innovations (Winn Innovations, LLC) | 2400 | Sets | $3.64 |
| Blick Art Materials (Blick Art Materials LLC) | 2400 | Sets | $3.78 |
| Texas Art Supply Company | 2400 | Sets | $4.27 |
| Liberty Office Products (Liberty Data Products, Inc.) | 2400 | Sets | $7.18 |

**Line 51 Paint, Watercolor, Refills, Oval pans, Black, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 24 | Packages | **$2.75** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 24 | Packages | **$3.37** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 24 | Packages | **$3.49** |
| School Specialty, LLC | 24 | Packages | $4.45 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 24 | Packages | $4.49 |
| Winn Innovations (Winn Innovations, LLC) | 24 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 24 | Packages | $5.34 |

**Line 52 Paint, Watercolor, Refills, Oval pans, Blue, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Earlychildhood LLC (Discount School Supply) | 72 | Packages | $1.34 [b] |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 72 | Packages | **$2.75** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 72 | Packages | **$3.49** |
| School Specialty, LLC | 72 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 72 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 72 | Packages | $5.34 |
| Liberty Office Products (Liberty Data Products, Inc.) | 72 | Packages | $5.85 |

**Line 53 Paint, Watercolor, Refills, Oval pans, Brown, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 24 | Packages | **$2.75** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 24 | Packages | **$3.27** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 24 | Packages | **$3.49** |
| School Specialty, LLC | 24 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 24 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 24 | Packages | $5.34 |

**Line 54 Paint, Watercolor, Refills, Oval pans, Green, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 48 | Packages | **$2.75** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 48 | Packages | **$3.49** |
| School Specialty, LLC | 48 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 48 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 48 | Packages | $5.34 |
| Liberty Office Products (Liberty Data Products, Inc.) | 48 | Packages | $5.85 |

**Line 55 Paint, Watercolor, Refills, Oval pans, Orange, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 48 | Packages | **$2.75** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 48 | Packages | **$3.37** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 48 | Packages | **$3.49** |
| School Specialty, LLC | 48 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 48 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 48 | Packages | $5.34 |

**Line 56 Paint, Watercolor, Refills, Oval pans, Red, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 60 | Packages | **$2.75** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 60 | Packages | **$3.49** |
| School Specialty, LLC | 60 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 60 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 60 | Packages | $5.34 |
| Liberty Office Products (Liberty Data Products, Inc.) | 60 | Packages | $5.85 |

**Line 57 Paint, Watercolor, Refills, Oval pans, Violet, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 36 | Packages | **$2.75** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 36 | Packages | **$3.49** |
| School Specialty, LLC | 36 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 36 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 36 | Packages | $5.34 |
| Liberty Office Products (Liberty Data Products, Inc.) | 36 | Packages | $5.85 |

**Line 58 Paint, Watercolor, Refills, Oval pans, Yellow, 12 per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 60 | Packages | **$2.75** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 60 | Packages | **$3.49** |
| School Specialty, LLC | 60 | Packages | $4.45 |
| Winn Innovations (Winn Innovations, LLC) | 60 | Packages | $4.90 |
| Blick Art Materials (Blick Art Materials LLC) | 60 | Packages | $5.34 |
| Liberty Office Products (Liberty Data Products, Inc.) | 60 | Packages | $5.85 |

**Line 59 Paper, Tissue, Assorted Colors, 20 in. x 30 in., 20 sheets per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 180 | Packages | **$2.19** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 180 | Packages | **$2.20** |
| **Butler Business Products, LLC** | 180 | Packages | **$2.50** |
| **School Specialty, LLC** | 180 | Packages | **$2.70** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 180 | Packages | **$2.83** |
| Winn Innovations (Winn Innovations, LLC) | 180 | Packages | $3.50 |
| Blick Art Materials (Blick Art Materials LLC) | 180 | Packages | $3.59 |
| [ALT1] Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 180 | Packages | $5.69 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 180 | Packages | $15.29 |

**Line 60 Paper, Tissue, White, 20 in. x 30 in., 24 sheets per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **School Specialty, LLC** | 60 | Packages | **$1.60** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 60 | Packages | **$1.93** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 60 | Packages | **$1.94** |
| **Butler Business Products, LLC** | 60 | Packages | **$2.29** |
| Winn Innovations (Winn Innovations, LLC) | 60 | Packages | $2.67 |
| Blick Art Materials (Blick Art Materials LLC) | 60 | Packages | $2.71 |
| Liberty Office Products (Liberty Data Products, Inc.) | 60 | Packages | $3.67 |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 60 | Packages | $11.69 |

**Line 61 Pastel Set, Alphacolor, 24 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 120 | Sets | **$8.95** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 120 | Sets | **$9.50** |
| Blick Art Materials (Blick Art Materials LLC) | 120 | Sets | $11.95 |
| Texas Art Supply Company | 120 | Sets | $13.92 |

**Line 62 Pastel Set, Oil, 12 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 240 | Sets | **$0.88** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 240 | Sets | **$0.92** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 240 | Sets | **$0.92** |
| **Butler Business Products, LLC** | 240 | Sets | **$1.03** |
| School Specialty, LLC | 240 | Sets | $1.11 |
| Liberty Office Products (Liberty Data Products, Inc.) | 240 | Sets | $1.14 |
| Quill Corporation | 240 | Sets | $1.23 |
| S&S Worldwide Inc | 240 | Sets | $1.31 |
| Texas Art Supply Company | 240 | Sets | $1.44 |
| Blick Art Materials (Blick Art Materials LLC) | 240 | Sets | $1.44 |
| Winn Innovations (Winn Innovations, LLC) | 240 | Sets | $2.20 |

**Line 63 Pastel Set, Oil, 25 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 480 | Sets | **$1.80** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 480 | Sets | **$1.84** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 480 | Sets | **$1.85** |
| Butler Business Products, LLC | 480 | Sets | $2.12 |
| School Specialty, LLC | 480 | Sets | $2.26 |
| Liberty Office Products (Liberty Data Products, Inc.) | 480 | Sets | $2.28 |
| S&S Worldwide Inc | 480 | Sets | $2.77 |
| Texas Art Supply Company | 480 | Sets | $2.96 |
| Blick Art Materials (Blick Art Materials LLC) | 480 | Sets | $2.98 |
| Winn Innovations (Winn Innovations, LLC) | 480 | Sets | $6.13 |

**Line 64 Pastel Set, Water Soluble, Oil, 12 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 180 | Sets | **$2.46** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 180 | Sets | **$2.54** |
| **School Specialty, LLC** | 180 | Sets | **$3.11** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 180 | Sets | **$3.11** |
| Texas Art Supply Company | 180 | Sets | $4.07 |
| Quill Corporation | 180 | Sets | $5.19 |

**Line 65 Pastel Set, Water Soluble, Oil, 24 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 180 | Sets | **$4.57** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 180 | Sets | **$4.74** |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 180 | Sets | $5.60 |
| School Specialty, LLC | 180 | Sets | $5.79 |
| Quill Corporation | 180 | Sets | $6.91 |
| Texas Art Supply Company | 180 | Sets | $7.70 |
| Earlychildhood LLC (Discount School Supply) | 180 | Sets | $8.99 |
| Liberty Office Products (Liberty Data Products, Inc.) | 180 | Sets | $9.38 |

**Line 66 Pencil Sharpener, Hand held**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Texas Art Supply Company** | 1800 | Each | **$2.14** |

**Line 67 Pencil Sharpener, Manual**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] E-Clips USA | 240 | Each | $0.17 [b] |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 240 | Each | **$8.05** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 240 | Each | **$8.25** |
| **Quill Corporation** | 240 | Each | **$8.26** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 240 | Each | **$8.28** |
| [ALT1] Earlychildhood LLC (Discount School Supply) | 240 | Each | $9.89 |
| [ALT1] School Specialty, LLC | 240 | Each | $12.00 |

**Line 68 Pencils, Colored, 8 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] E-Clips USA | 360 | Sets | $0.40 [b] |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 360 | Sets | **$1.96** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 360 | Sets | **$1.97** |
| **School Specialty, LLC** | 360 | Sets | **$2.48** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 360 | Sets | **$2.48** |
| Quill Corporation | 360 | Sets | $3.04 |
| Liberty Office Products (Liberty Data Products, Inc.) | 360 | Sets | $3.13 |
| Texas Art Supply Company | 360 | Sets | $3.69 |
| Earlychildhood LLC (Discount School Supply) | 360 | Sets | $4.04 |
| Educational Products, Inc. | 360 | Sets | $5.18 |
| Winn Innovations (Winn Innovations, LLC) | 360 | Sets | $7.51 |

**Line 69 Pencils, Ebony, Black**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 264 | Boxes | **$3.58** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 264 | Boxes | **$4.00** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 264 | Boxes | **$4.19** |
| School Specialty, LLC | 264 | Boxes | $4.84 |
| Quill Corporation | 264 | Boxes | $5.01 |
| Liberty Office Products (Liberty Data Products, Inc.) | 264 | Boxes | $5.45 |
| Blick Art Materials (Blick Art Materials LLC) | 264 | Boxes | $5.88 |

**Line 70 Pencils, Map, 12 Colors**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 11364 | Sets | **$1.09** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 11364 | Sets | **$1.38** |
| **Butler Business Products, LLC** | 11364 | Sets | **$1.40** |
| **School Specialty, LLC** | 11364 | Sets | **$1.62** |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 11364 | Sets | $2.08 |
| Liberty Office Products (Liberty Data Products, Inc.) | 11364 | Sets | $2.43 |
| Winn Innovations (Winn Innovations, LLC) | 11364 | Sets | $2.63 |
| Texas Art Supply Company | 11364 | Sets | $3.10 |

**Line 71 Pencils, No. 2, pre-sharpened, 12 Dozen per carton**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Quill Corporation** | 4800 | Cartons | **$1.22** |
| **Butler Business Products, LLC** | 4800 | Cartons | **$1.45** |
| **Liberty Office Products (Liberty Data Products, Inc.)** | 4800 | Cartons | **$1.58** |
| PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY) | 4800 | Cartons | $13.20 |
| Southwest School & Office Supply (S.W. School Supply Inc) | 4800 | Cartons | $13.32 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 4800 | Cartons | $15.12 |
| School Specialty, LLC | 4800 | Cartons | $15.96 |
| Winn Innovations (Winn Innovations, LLC) | 4800 | Cartons | $24.00 |

**Line 72 Pencils, Prismacolor, 12 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 1800 | Sets | **$9.01** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 1800 | Sets | **$9.40** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 1800 | Sets | **$9.40** |
| Butler Business Products, LLC | 1800 | Sets | $10.20 |
| School Specialty, LLC | 1800 | Sets | $11.78 |
| Blick Art Materials (Blick Art Materials LLC) | 1800 | Sets | $14.30 |
| Texas Art Supply Company | 1800 | Sets | $14.55 |
| Winn Innovations (Winn Innovations, LLC) | 1800 | Sets | $19.78 |

**Line 73 Pencils, Prismacolor, 24 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 1200 | Sets | **$18.02** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 1200 | Sets | **$18.80** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 1200 | Sets | **$18.99** |
| Butler Business Products, LLC | 1200 | Sets | $20.45 |
| School Specialty, LLC | 1200 | Sets | $23.54 |
| Blick Art Materials (Blick Art Materials LLC) | 1200 | Sets | $28.29 |
| Texas Art Supply Company | 1200 | Sets | $30.54 |
| Winn Innovations (Winn Innovations, LLC) | 1200 | Sets | $34.24 |
| Liberty Office Products (Liberty Data Products, Inc.) | 1200 | Sets | $34.43 |

**Line 74 Pencils, Prismacolor, Colorless blender**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 72 | Boxes | **$9.45** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 72 | Boxes | **$9.48** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 72 | Boxes | **$9.60** |
| School Specialty, LLC | 72 | Boxes | $12.48 |
| Blick Art Materials (Blick Art Materials LLC) | 72 | Boxes | $14.88 |

**Line 75 Pencils, Prismacolor, Individual colors**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Earlychildhood LLC (Discount School Supply) | 144 | Boxes | $6.29 [b] |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 144 | Boxes | **$9.48** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 144 | Boxes | **$9.60** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 144 | Boxes | **$9.60** |
| [ALT1] School Specialty, LLC | 144 | Boxes | $12.48 [a] |

**Line 76 Pencils, Watercolor, 12 Color set**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 500 | Sets | **$1.91** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 500 | Sets | **$1.95** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 500 | Sets | **$1.96** |
| School Specialty, LLC | 500 | Sets | $2.88 |
| Quill Corporation | 500 | Sets | $2.89 |
| Texas Art Supply Company | 500 | Sets | $3.40 |
| Winn Innovations (Winn Innovations, LLC) | 500 | Sets | $5.50 |
| Earlychildhood LLC (Discount School Supply) | 500 | Sets | $8.99 |

**Line 77 Ruler, Metal, 18 in. with Cork back**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Earlychildhood LLC (Discount School Supply) | 900 | Each | $1.42 [a, b] |
| **[ALT1] Southwest School & Office Supply (S.W. School Supply Inc)** | 900 | Each | **$2.50** |
| **[ALT1] School Specialty, LLC** | 900 | Each | **$2.80** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 900 | Each | **$2.99** |
| Texas Art Supply Company | 900 | Each | $4.38 |
| Butler Business Products, LLC | 900 | Each | $4.40 |
| [ALT1] Blick Art Materials (Blick Art Materials LLC) | 900 | Each | $4.89 |
| Liberty Office Products (Liberty Data Products, Inc.) | 900 | Each | $5.38 |
| Winn Innovations (Winn Innovations, LLC) | 900 | Each | $6.56 |

**Line 78 Ruler, Wood, 12 in. with Metric Markings**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Earlychildhood LLC (Discount School Supply) | 600 | Boxes | $1.31 [a, b] |
| **[ALT1] NATIONAL ART & SCHOOL SUPPLIES INC.** | 600 | Boxes | **$2.60** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 600 | Boxes | **$2.69** |
| **[ALT1] School Specialty, LLC** | 600 | Boxes | **$2.84** |
| [ALT1] Liberty Office Products (Liberty Data Products, Inc.) | 600 | Boxes | $3.14 |
| [ALT1] Southwest School & Office Supply (S.W. School Supply Inc) | 600 | Boxes | $3.88 |
| Butler Business Products, LLC | 600 | Boxes | $5.60 |
| Quill Corporation | 600 | Boxes | $12.42 |
| Winn Innovations (Winn Innovations, LLC) | 600 | Boxes | $20.00 |
| Liberty Office Products (Liberty Data Products, Inc.) | 600 | Boxes | $21.43 |

**Line 79 Scissors, Blunt Trimmers, 5 in. length**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 5000 | Each | **$1.44** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 5000 | Each | **$1.45** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 5000 | Each | **$1.50** |
| **Butler Business Products, LLC** | 5000 | Each | **$1.60** |
| ADG Blusource, LLC | 5000 | Each | $3.16 |
| Educational Products, Inc. | 5000 | Each | $3.20 |
| Winn Innovations (Winn Innovations, LLC) | 5000 | Each | $3.50 |
| Earlychildhood LLC (Discount School Supply) | 5000 | Each | $36.84 |

**Line 80 Scissors, Straight Trimmers, 5 in. length**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 1500 | Each | **$1.44** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 1500 | Each | **$1.45** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 1500 | Each | **$1.50** |
| ADG Blusource, LLC | 1500 | Each | $3.16 |
| Educational Products, Inc. | 1500 | Each | $3.20 |
| Butler Business Products, LLC | 1500 | Each | $18.20 |
| Earlychildhood LLC (Discount School Supply) | 1500 | Each | $40.49 |

**Line 81 Scissors, Straight Trimmers, 8 in. length**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 9000 | Each | **$1.10** |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 9000 | Each | **$1.22** |
| **NATIONAL ART & SCHOOL SUPPLIES INC.** | 9000 | Each | **$1.90** |
| Butler Business Products, LLC | 9000 | Each | $2.50 |
| Liberty Office Products (Liberty Data Products, Inc.) | 9000 | Each | $4.07 |
| Winn Innovations (Winn Innovations, LLC) | 9000 | Each | $4.47 |

**Line 82 Sentence Strips, 3 in. x 24 in., Manila, 100 sheets per package**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 1500 | Packages | **$1.89** |
| **[ALT1] School Specialty, LLC** | 1500 | Packages | **$2.05** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 1500 | Packages | **$2.16** |
| Butler Business Products, LLC | 1500 | Packages | $2.40 |
| Winn Innovations (Winn Innovations, LLC) | 1500 | Packages | $4.33 |
| Quill Corporation | 1500 | Packages | $5.25 |
| [ALT1] Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 1500 | Packages | $6.64 |
| Earlychildhood LLC (Discount School Supply) | 1500 | Packages | $7.91 |

**Line 83 Sketchbook, Hard Bound, 5½ in. x 8½ in., 220 sheets, 60 lb.**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 996 | Each | **$3.65** |
| **School Specialty, LLC** | 996 | Each | **$3.83** |
| Blick Art Materials (Blick Art Materials LLC) | 996 | Each | $5.66 |

**Line 84 Sketchbook, Spiral Bound, 8½ in. x 11 in., 100 sheets, 60 lb.**

| SUPPLIER | QTY | UOM | UNIT PRICE |
|---|---|---|---|
| [ALT1] Blick Art Materials (Blick Art Materials LLC) | 1800 | Each | $4.57 [b] |
| **PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)** | 1800 | Each | **$5.49** |
| **Southwest School & Office Supply (S.W. School Supply Inc)** | 1800 | Each | **$5.50** |
| **School Specialty, LLC** | 1800 | Each | **$5.52** |

## #24-06-4010RFP Art and Miscellaneous School Supplies

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| AccuCut, LLC | 54.00 | 32.00 | 44.00 | 43.33 | 21.00 |
| ADG Blusource, LLC | 86.00 | 75.50 | 52.00 | 71.17 | 11.00 |
| American Ceramic Supply Company | 70.00 | 47.00 | 43.00 | 53.33 | 18.00 |
| Blick Art Materials (Blick Art Materials LLC) | 82.00 | 84.00 | 60.00 | 75.33 | 7.00 |
| Butler Business Products, LLC | 89.50 | 85.00 | 64.00 | 79.50 | 5.00 |
| Earlychildhood LLC (Discount School Supply) | 83.00 | 77.00 | 68.50 | 76.17 | 6.00 |
| E-Clips USA | 60.00 | 78.50 | 48.00 | 62.17 | 16.00 |
| Educational Products, Inc. | 80.00 | 85.50 | 51.00 | 72.17 | 8.00 |
| FREESTYLE PHOTOGRAPHIC SUPPLIES (FREESTYLE SALES COMPANY) | 46.00 | 41.00 | 47.00 | 44.67 | 19.00 |
| Hobby Lobby Creative Centers (Hobby Lobby Stores, Inc.) | 48.00 | 34.50 | 50.00 | 44.17 | 20.00 |
| Lakeshore Parent, LLC (Lakeshore Learning Materials, LLC) | 66.00 | 82.75 | 54.00 | 67.58 | 13.00 |
| Liberty Office Products (Liberty Data Products, Inc.) | 88.00 | 80.75 | 47.50 | 72.08 | 9.00 |
| NATIONAL ART & SCHOOL SUPPLIES INC. | 85.00 | 81.65 | 78.00 | 81.55 | 4.00 |
| Oriental Trading Company (OTC Direct, Inc.) | 76.00 | 75.50 | 54.00 | 68.50 | 12.00 |
| PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY) | 97.00 | 91.25 | 95.10 | 94.45 | 1.00 |
| Quill Corporation | 80.00 | 82.25 | 54.00 | 72.08 | 9.00 |
| S&S Worldwide Inc | 68.00 | 77.65 | 54.00 | 66.55 | 15.00 |
| School Specialty, LLC | 94.00 | 87.00 | 74.00 | 85.00 | 3.00 |
| Southwest School & Office Supply (S.W. School Supply Inc) | 92.00 | 85.75 | 89.50 | 89.08 | 2.00 |
| Texas Art Supply Company | 67.00 | 81.00 | 53.00 | 67.00 | 14.00 |
| Winn Innovations (Winn Innovations, LLC) | 65.00 | 79.25 | 40.00 | 61.42 | 17.00 |

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

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

**From:** **Suzy Hunter**
**Nutrition Services Director**

**Date:** **May 16, 2024**

**Re:** **Assorted Food for Nutrition Services 2024**
**Annual Contract #24-07-3211**

The following bids were received and opened at 1:00 p.m., Friday, April 12, 2024, as advertised and specified in documents concerning **Annual Contract #24-07-3211 Assorted Food for Nutrition Services 2024.** The bids received are located on page 2-10.

[a] Overall best value to the District.
[b] No award.
[c] Does not meet District bid conditions.
[d] Does not offer best value to the District.

**Recommendation:**
**BakeMark USA LLC**
**Braun Beef Company**
**Darlington Cookie Company**
**ES Foods, Inc.**
**Goodman Food Products DBA Don Lee Farms**
**Hormel Food Sales, LLC**
**Integrated Food Service**
**JR Simplot Company**
**Labatt Food Service LCC**
**Lindy's Homemade, LLC**
**Nardone Bros Baking Co, Inc.**
**National Food Group, Inc.**
**Schwan's Food Service, Inc.**
**Tasty Brands, LLC**
**The Masters Distribution Systems Company, Inc.**
**Wisconsin's Finest, Inc.**

**Funding:** **Multiple Funds**

**Estimated Expenditure:** **$3,037,354.50**

**Contract Term:** **July 1, 2024 - June 30, 2025**

**Renewal:** **2 Years**

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[b] **Line 1 Apple, Diced, Fruit Filling/Topping**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|

**Line 2 Bagel, Breakfast, Whole Grain**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Schwan's Food Service, Inc.** | **Tony's 67625** | **1000** | **CS** | **$64.15** | **$0.668** [a] |
| Labatt Food Service LLC | Tony's 67625 | 1000 | CS | $65.55 | $0.683 |
| The Masters Distribution Systems Company | Bake Crafters 6667 | 1000 | CS | $131.56 | $1.370 |

[b] **Line 3 Baking Chips, Caramel, Mini**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|

**Line 4 Beef Jerkey, Individually Wrapped**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **The Masters Distribution Systems Company** | **Jack Links Sweet BBQ Chicken 10000029054** | **100** | **CS** | **$33.74** | **$0.703** [a] |
| Labatt Food Service LLC | Jack Links Original 10000007721 | 100 | CS | $56.16 | $1.170 |
| The Masters Distribution Systems Company | Jack Links Original 10000007721 | 100 | CS | $57.26 | $1.193 |

**Line 5 Beverage, Can, Caffeinated**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Labatt Food Service LLC** | **Sparkling Ice Blue Raspberry FG00215 and Strawberry Citrus FG00139** | **100** | **CS** | **$11.59** | **$0.966** [a] |
| The Masters Distribution Systems Company | Sparkling Ice Blue Raspberry FG00215 | 100 | CS | $15.00 | $1.250 |

**Line 6 Biscuit, White, Frozen**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Bridgford Foods | Bridgford Marketing Company 6170 | 6000 | CS | $21.50 | $0.2150 [c] |
| Bridgford Foods | Bridgford Marketing Company 6270 | 6000 | CS | $22.50 | $0.2250 [c] |
| Churchfield Trading Company | Conestoga 215812 | 6000 | CS | $36.80 | $0.2500 [c] |
| Braun Beef Company | Bake Crafters 7045 | 6000 | CS | $36.76 | $0.2560 [d] |
| **The Masters Distribution Systems Company** | **Pillsbury 94562323912** | **6000** | **CS** | **$31.05** | **$0.2590** [a] |
| The Masters Distribution Systems Company | Bake Crafters 7045 | 6000 | CS | $37.36 | $0.2590 [d] |
| Braun Beef Company | Pillsbury 132271000 | 6000 | CS | $31.75 | $0.2650 |
| Labatt Food Service LLC | Bake Crafters 7045 | 6000 | CS | $38.27 | $0.2658 |

**Line 7 Bread, Hoagie Bun, Whole Grain, Frozen**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Tasty Brands, LLC | Tasty Brands 20305 | 6000 | CS | $27.48 | $0.287 [d] |
| The Masters Distribution Systems Company | Bake Crafters 1415 | 6000 | CS | $34.68 | $0.361 [d] |
| **Braun Beef Company** | **Bake Crafters 4062** | **6000** | **CS** | **$34.80** | **$0.363** [a] |
| The Masters Distribution Systems Company | Bake Crafters 4062 | 6000 | CS | $35.46 | $0.369 |
| Labatt Food Service LLC | Bake Crafters 1415 | 6000 | CS | $35.46 | $0.369 |
| Churchfield Trading Company | Flowers 99892430 | 6000 | CS | $30.18 | $0.420 |

[b] **Line 8 Burrito, Breakfast, Frozen**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Albie's Food Products, LLC | Albie's 853 | 3000 | CS | $45.60 | $0.760 |
| Foster Poultry Farms, Inc | Fernandos 5828 | 3000 | CS | $79.50 | $0.828 |
| Labatt Food Service LLC | Los Cabos 71605 | 3000 | CS | $59.66 | $1.657 |

**Line 9 Cheese, American, Shredded**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| The Masters Distribution Systems Company | Land O'Lakes 41725 | 4000 | CS | $62.35 | $3.118 [d] |
| **Wisconsin's Finest, Inc.** | **Bongards (F6003) 755811** | **4000** | **CS** | **$62.40** | **$3.120** [a] |
| The Masters Distribution Systems Company | Land O'Lakes 41728 | 4000 | CS | $63.00 | $3.150 |
| Labatt Food Service LLC | Bongards 755191 | 4000 | CS | $64.17 | $3.209 |
| The Masters Distribution Systems Company | Bongards 755811 | 4000 | CS | $69.99 | $3.500 |

**Line 10 Cheese, Yellow Cheddar, Block**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **Wisconsin's Finest, Inc.** | **Foremost Farms USA F1010** | **4000** | **CS** | **$107.60** | **$2.690** [a] |
| The Masters Distribution Systems Company | Bongards 202631 | 4000 | CS | $82.71 | $2.757 |
| Labatt Food Service LLC | Bongards 202631 | 4000 | CS | $88.33 | $2.944 |

**Line 11 Chicken, Chunks, Spicy**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| **Braun Beef Company** | **Koch 86805** | **3000** | **CS** | **$38.66** | **$0.744** [a] |
| The Masters Distribution Systems Company | Koch 86805 | 3000 | CS | $39.30 | $0.756 |
| The Masters Distribution Systems Company | Koch 87191 | 3000 | CS | $32.66 | $0.817 |
| Tyson Prepared Foods, Inc. | Tyson 10703720928 | 3000 | CS | $107.23 | $0.851 |
| Gold Creek Foods, LLC | Gold Creek 792405 | 3000 | CS | $105.33 | $1.030 |
| Proview Foods | Proview Foods 64230 | 3000 | CS | $82.40 | $1.145 |

**Line 12 Chicken, Wings**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| **Braun Beef Company** | **Koch 88757** | **650** | **CS** | **$42.16** | **$0.703** [a] |
| Proview Foods | Proview Foods 34007 | 650 | CS | $131.63 | $1.242 |
| Tyson Prepared Foods, Inc. | Tyson 10000038942 | 650 | CS | $121.92 | $1.370 |
| Tyson Prepared Foods, Inc. | Tyson 10346960928 | 650 | CS | $122.71 | $1.379 |
| The Masters Distribution Systems Company | Koch 88757 | 650 | CS | $42.69 | $1.423 |
| Foster Poultry Farms, Inc | Foster Farms 96523 | 650 | CS | $73.05 | $2.150 |

[b] **Line 13 Coloring, Liquid Gel, Green**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 11704 | 50 | CS | $85.00 | $28.330 |

[b] **Line 14 Coloring, Liquid Gel, Orange**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 11719 | 50 | CS | $85.00 | $28.330 |

[b] **Line 15 Coloring, Liquid Gel, Red**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 11707 | 50 | CS | $95.00 | $31.660 |

[b] **Line 16 Coloring, Liquid Gel, Yellow**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 11707 | 50 | CS | $85.00 | $28.330 |

**Line 17 Corn Syrup, Dark**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **BakeSense 53147** | **100** | **PAIL** | **$47.50** | **$8.440** [a] |
| Labatt Food Service LLC | Karo 75080 | 100 | PAIL | $62.96 | $15.740 |

**Line 18 Dough Improver/Conditioner**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **The Masters Distribution Systems Company** | **LeSaffre 27275** | **100** | **BAG** | **$54.37** | **$2.471** [a] |
| BakeMark USA LLC | Abu Mauri 83978 | 100 | BAG | $125.00 | $2.500 |

**Line 19 Dressing, Ranch Mix**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **The Masters Distribution Systems Company** | **Kent Precision Foothill Farms V402-46190** | **200** | **CS** | **$117.00** | **$4.680** [a] |
| The Masters Distribution Systems Company | Hidden Valley Kitchen 05200 | 200 | CS | $118.75 | $5.938 |

**Line 20 Emulsion, Apple Fritter**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Embassy F0494-1BLO** | **50** | **CS** | **$205.06** | **$74.560** [a] |

**Line 21 Emulsion, Banana**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 02528 | 50 | CS | $38.45 | $38.450 [a] |

**Line 22 Emulsion, Cake Batter**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy TF3248 | 50 | CS | $246.53 | $89.640 [a] |

**Line 23 Emulsion, Caramel**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy 6110-1M | 50 | CS | $190.50 | $69.270 [a] |

**Line 24 Emulsion, Churro**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy TF3365 | 50 | CS | $234.50 | $85.270 [a] |

[b] **Line 25 Emulsion, Cider**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy F0494 - 1BLO | 50 | CS | $205.06 | $74.560 |

**Line 26 Emulsion, Cookie Butter**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy TF3357F | 50 | CS | $246.53 | $89.640 [a] |

**Line 27 Emulsion, Cotton Candy**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy F0445-2BLW-U | 50 | CS | $145.92 | $53.060 [a] |

**Line 28 Emulsion, Cream Cheese**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy 6187 | 50 | CS | $65.50 | $65.500 [a] |

**Line 29 Emulsion, Graham Cracker**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy F0375-2BLW-U | 50 | CS | $481.58 | $175.120 [a] |

**Line 30 Emulsion, Horchata**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy TF2990 | 50 | CS | $392.92 | $142.880 [a] |

**Line 31 Emulsion, Key Lime**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy 3070-1 | 50 | CS | $266.20 | $96.800 [a] |

**Line 32 Emulsion, Lemon**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy 12106 | 50 | CS | $24.25 | $24.250 [a] |

**Line 33 Emulsion, Maple**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 12327 | 50 | CS | $27.35 | $27.350 [a] |

**Line 34 Emulsion, Marshmallow**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy 6445-1M | 50 | CS | $192.28 | $69.920 [a] |

**Line 35 Emulsion, Orange**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Westco 431 | 50 | CS | $25.30 | $25.300 [a] |

**Line 36 Emulsion, Red Apple**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| BakeMark USA LLC | Embassy 6022-1M | 50 | CS | $289.88 | $105.410 [a] |

**Line 37 Emulsion, Red Velvet**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Embassy F0440-2NLW** | **50** | **CS** | **$275.33** | **$100.120** [a] |

**Line 38 Emulsion, Sour Cherry**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Embassy F0364-5NLO** | **50** | **CS** | **$551.23** | **$200.450** [a] |

**Line 39 Emulsion, Strawberry**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Westco 452** | **50** | **CS** | **$26.30** | **$26.300** [a] |

**Line 40 Flour, Bread**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Springwell Treated 73283** | **2700** | **BAG** | **$18.61** | **$0.372** [a] |
| Dawn Food Products | Bakery Essentials 3016060 | 2700 | BAG | $18.70 | $0.374 |
| Labatt Food Service LLC | Climax 149050202 | 2700 | BAG | $21.46 | $0.429 |
| Churchfield Trading Company | Ardent Mills 5111756 | 2700 | BAG | $26.31 | $0.526 |

**Line 41 Flour, Pastry**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **White Spray 72692** | **2700** | **BAG** | **$17.35** | **$0.347** [a] |
| Dawn Food Products | Ardent Mills 2390409 | 2700 | BAG | $19.81 | $0.396 |
| Labatt Food Service LLC | Climax 149025202 | 2700 | BAG | $11.56 | $0.462 |
| Churchfield Trading Company | Ardent Mills 5138519 | 2700 | BAG | $27.97 | $0.559 |

**Line 42 Flour, White Whole Wheat**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| Labatt Food Service LLC | Angel 296050722 | 4600 | BAG | $23.40 | $0.468 [c] |
| **BakeMark USA LLC** | **Ardent Mills 5164114** | **4600** | **BAG** | **$24.99** | **$0.499** [a] |
| Dawn Food Products | North Dakota Mills 1073709 | 4600 | BAG | $25.08 | $0.502 |
| Churchfield Trading Company | Ardent Mills 5164114 | 4600 | BAG | $26.23 | $0.525 |

**Line 43 Fruit, Frozen, 100% Juice Cup**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Lindys Homemade, LLC** | **Froot Jooce - All Flavors** | **300** | **CS** | **$29.25** | **$0.325** [a] |
| J&J Snack Foods Corp. | Whole Fruit Juice Cups 23060030 and Luigi's Sours 48450 | 300 | CS | $31.85 | $0.332 |
| The Masters Distribution Systems Company | Country Pure Sidekicks Blue Raspberry 2009 | 300 | CS | $31.50 | $0.375 |
| Labatt Food Service LLC | Country Pure Sidekicks 2015 | 300 | CS | $32.92 | $0.392 |
| The Masters Distribution Systems Company | Country Pure Sidekicks Tropicool 2026 | 300 | CS | $33.50 | $0.399 |
| Braun Beef Company | Wawona 055370-10 | 300 | CS | $61.19 | $0.638 |

**Line 44 Fruit, Frozen, Smoothie Drink**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Braun Beef Company** | **Barfresh TGSBY50** | **300** | **CS** | **$41.24** | **$0.825** [a] |
| The Masters Distribution Systems Company | Barfresh TGSBY50 | 300 | CS | $41.75 | $0.835 |
| Labatt Food Service LLC | Barfresh TGSBY50 | 300 | CS | $44.11 | $0.882 |
| The Masters Distribution Systems Company | Barfresh TGSBY48 | 300 | CS | $44.95 | $0.936 |

**Line 45 Fruit, Frozen, Sorbet Cup**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Braun Beef Company** | **Big Spoon 12710** | **300** | **CS** | **$44.98** | **$0.450** [a] |

[b] **Line 46 Fruit, Frozen, Pops**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Braun Beef Company | Wawona 049200 | 300 | CS | $64.26 | $0.670 |
| Labatt Food Service LLC | Wawona 049250-00 | 300 | CS | $65.38 | $0.681 |
| Braun Beef Company | Jonny Pops 1199031 | 300 | CS | $43.186 | $0.900 |

**Line 47 Fruit, Puree, Pouch**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **The Masters Distribution Systems Company** | **Buddy Fruits 1812380** | **5000** | **CS** | **$37.75** | **$0.378** [a] |
| Braun Beef Company | Buddy Fruits 1812380 | 5000 | CS | $38.30 | $0.383 |

[b] **Line 48 Kolache, Sausage and Cheese**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Cibus Brokerage | Lechi Foods Inc 63728 | 250 | CS | $32.00 | $0.457 |
| Churchfield Trading Company | Lechi Foods inc 63728 | 250 | CS | $36.04 | $0.510 |
| Labatt Food Service LLC | Lechi Foods inc 63728 | 250 | CS | $36.78 | $0.525 |

[b] **Line 49 Marshmallows, Dehydrated, Mini, Vanilla**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|

[b] **Line 50 Mix, Smoothie, Banana**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|

[b] **Line 51 Mix, Smoothie, Ice Cream**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|

**Line 52 Mix, Smoothie, Mango**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| Braun Beef Company | Barfresh TGMPY50 | 100 | CS | $51.40 | $12.850 [c] |
| **The Masters Distribution Systems Company** | **Barfresh TGMPY128-4** | **100** | **CS** | **$51.60** | **$12.900** [a] |

**Line 53 Mix, Smoothie, Peach**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| Braun Beef Company | Barfresh TGPCY50 | 100 | CS | $51.40 | $12.850 [c] |
| **The Masters Distribution Systems Company** | **Barfresh TGPCY128-4** | **100** | **CS** | **$51.60** | **$12.900** [a] |

[b] **Line 54 Mix, Smoothie, Raspberry Lemonade**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|

[b] **Line 55 Mix, Smoothie, Strawberry**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|

**Line 56 Mix, Smoothie, Strawberry Banana**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| Braun Beef Company | Barfresh TGSBY50 | 100 | CS | $51.40 | $12.850 [c] |
| **The Masters Distribution Systems Company** | **Barfresh TGSBY128-4** | **100** | **CS** | **$51.60** | **$12.900** [a] |

[b] **Line 57 Mochi, Fruit Filled**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|

**Line 58 Molasses, Light**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Domino 19447** | **50** | **PAIL** | **$72.00** | **$1.200** [a] |

[b] **Line 59 Oats, Whole Grain, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER OUNCE |
|---|---|---|---|---|---|
| Labatt Food Service LLC | Kathleens 742692553616 | 100 | CS | $46.77 | $0.093 |
| PepsiCo Food Service | Quaker Quick Oats 43285 | 100 | CS | $55.56 | $0.110 |
| The Masters Distribution Systems Company | Quaker 43285 | 100 | CS | $58.55 | $0.116 |
| Braun Beef Company | Savannah SOPP40 | 100 | CS | $36.00 | $0.900 |
| Post Consumer Brands | Hearty Traditions 04650 | 100 | CS | $42.00 | $1.000 |
| Post Consumer Brands | Hearty Traditions 04651 | 100 | CS | $42.00 | $1.000 |

**Line 60 Pan Release Spray**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER OUNCE |
|---|---|---|---|---|---|
| Labatt Food Service LLC | Vegalene 1000004050 | 1000 | CS | $22.15 | $3.692 [d] |
| **Braun Beef Company** | **Con Agra - Pam 64144-072634** | **1000** | **CS** | **$30.50** | **$5.084** [a] |

**Line 61 Popcorn, Flavored, Individually Wrapped**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| PepsiCo Food Service | Smartfood White Cheddar 30900 | 300 | CS | $28.79 | $0.400 [c] |
| The Masters Distribution Systems Company | Smartfood White Cheddar 30900 | 300 | CS | $31.80 | $0.442 [c] |
| **Tasty Brands, LLC** | **Tasty Brands Hot Chocolate Popcorn 92002** | **300** | **CS** | **$22.18** | **$0.444** [a] |
| Labatt Food Service LLC | Tasty Brands Hot Chocolate Popcorn 92002 | 300 | CS | $26.12 | $0.522 [d] |
| Tasty Brands, LLC | Popcorn Indiana 8435710084 | 300 | CS | $27.20 | $0.567 [c] |
| **The Masters Distribution Systems Company** | **Angies Boomchickapop 1878001560** | **300** | **CS** | **$35.42** | **$0.590** [a] |
| Labatt Food Service LLC | Popcorn Indiana 8435710084 | 300 | CS | $30.91 | $0.644 |
| The Masters Distribution Systems Company | Popcorn Indiana 8435710084 | 300 | CS | $31.28 | $0.652 |

**Line 62 Potatoes, Fries, Shaped**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| **J.R. Simplot Company** | **Simplot Sidewinders 10071179046011** | **8000** | **CS** | **$34.63** | **$0.2348** [a] |
| Labatt Food Service LLC | Simplot Sidewinders 10071179046011 | 8000 | CS | $36.20 | $0.2463 |

**Line 63 Salad Dressing, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **The Masters Distribution Systems Company** | **Sauer's Gold Medal 06523** | **3000** | **TUB** | **$39.26** | **$1.227** [a] |
| The Masters Distribution Systems Company | Ken's KE0899-4 | 3000 | TUB | $40.71 | $1.272 |
| Churchfield Trading Company | Ken's KE0899-4 | 3000 | TUB | $41.24 | $1.280 |
| Labatt Food Service LLC | Ken's KE0899-4 | 3000 | TUB | $41.15 | $1.286 |

**Line 64 Salt, Table, Plain**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER OUNCE |
|---|---|---|---|---|---|
| **Labatt Food Service LLC** | **Flavor HS 669** | **200** | **CS** | **$14.28** | **$0.023** [a] |
| The Masters Distribution Systems Company | Dyma Chefs Seasoning 14717 | 200 | CS | $67.28 | $0.117 |

[b] **Line 65 Sauce, Chocolate Fudge**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|

**Line 66 Sauce, Hot, Cajun**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER GALLON |
|---|---|---|---|---|---|
| Braun Beef Company | Braumer Hot Sauce 00005 | 100 | CS | $45.13 | $11.284 [c] |
| Braun Beef Company | Summit Hill Louisiana 400015695 | 100 | CS | $47.94 | $11.985 [c] |
| The Masters Distribution Systems Company | Summit Hill Louisiana 400015695 | 100 | CS | $49.51 | $12.378 [c] |
| **The Masters Distribution Systems Company** | **Texas Pete 1.00012** | **100** | **CS** | **$52.01** | **$13.003** [a] |
| **The Masters Distribution Systems Company** | **McCormick Frank's RedHot 410556011** | **100** | **CS** | **$53.39** | **$13.348** [a] |

[b] **Line 67 Sauce, Soy, Low Sodium, Packets**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Labatt Food Service LLC | Kikkoman 00120 | 800 | CS | $12.72 | $0.064 |
| The Masters Distribution Systems Company | Kikkoman 00120 | 800 | CS | $15.07 | $0.075 |

**Line 68 Sausage, Link, Smoked**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Tyson Prepared Foods, Inc. | Tyson 10000025445 | 800 | CS | $32.98 | $0.330 [c] |
| Labatt Food Service LLC | J Bar B 2051 | 800 | CS | $35.70 | $0.626 [c] |
| **BakeMark USA LLC** | **Smithfield 79905 Eckrich Jalapeno and Cheddar Smoked Sausage** | **800** | **CS** | **$47.14** | **$0.683** [a] |
| **BakeMark USA LLC** | **Smithfield 46600 Eckrich Smoked Sauage** | **800** | **CS** | **$47.14** | **$0.683** [a] |
| **BakeMark USA LLC** | **Smithfield 79904 Eckrich Cheddar Smoked Sauage** | **800** | **CS** | **$47.14** | **$0.683** [a] |
| The Masters Distribution Systems Company | Smithfield 00070247135292 | 800 | CS | $37.55 | $0.751 |
| Braun Beef Company | American Food Group | 800 | CS | $37.11 | $0.928 |

**Line 69 Savory Snack, Individually Wrapped**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| The Masters Distribution Systems Company | Kellogg's Grahams 3010091822 | 500 | CS | $23.29 | $0.155 [d] |
| The Masters Distribution Systems Company | Kellogg's Cheez-It 2410079263 | 500 | CS | $32.75 | $0.187 [d] |
| ES Foods, Inc. | ES Foods Animal Crackers 16191 | 500 | CS | $35.89 | $0.194 [d] |
| The Masters Distribution Systems Company | MJM Wheat Crackers 801155 | 500 | CS | $31.52 | $0.203 [c] |
| ES Foods, Inc. | ES Foods Wheat Crackers 16300 | 500 | CS | $64.20 | $0.214 [d] |
| Braun Beef Company | MJM Chili Lime Crackers 805155 | 500 | CS | $33.55 | $0.217 [d] |
| The Masters Distribution Systems Company | MJM Chili Lime Crackers 805155 | 500 | CS | $35.55 | $0.229 [d] |
| The Masters Distribution Systems Company | MJM Herb Crackers 803155 | 500 | CS | $36.48 | $0.235 [d] |
| The Masters Distribution Systems Company | MJM Pizza Crackers 804155 | 500 | CS | $37.10 | $0.239 [d] |
| Labatt Food Service LLC | Zee Zee's Sunflower Kernels Spicy C89000 | 500 | CS | $69.62 | $0.279 [c] |
| Churchfield Trading Company | Darlington Veggie 76301 and Cheddar 76100 | 500 | CS | $30.35 | $0.280 [d] |
| The Masters Distribution Systems Company | Darlington Cheddar 76100 | 500 | CS | $31.64 | $0.293 [d] |
| **The Masters Distribution Systems Company** | **Kellogg's Nutri-Grain All Flavors** | **500** | **CS** | **$34.70** | **$0.361** [a] |
| **Darlington Cookie Company** | **Darlington Cobbers All Flavors** | **500** | **CS** | **$116.55** | **$0.380** [a] |
| PepsiCo Food Service | Quaker Crisps Caramel 43381 | 500 | CS | $23.88 | $0.398 [d] |
| The Masters Distribution Systems Company | Darlington Pickle Ranch Cobbers 56210 | 500 | CS | $119.55 | $0.399 [d] |
| The Masters Distribution Systems Company | Stacys Pita Chip 74899 | 500 | CS | $42.26 | $0.406 [c] |
| **National Food Group, Inc.** | **Zee Zees Fava Bean Crisps All Flavors** | **500** | **CS** | **$80.00** | **$0.457** [a] |
| The Masters Distribution Systems Company | Quaker Crisps Apple Cinnamon 43381 | 500 | CS | $29.90 | $0.498 [d] |
| **The Masters Distribution Systems Company** | **Pirate's Booty 10015665624079** | **500** | **CS** | **$37.25** | **$0.517** [a] |
| Rally Inc. dba Rivalz | Rivalz All Flavors | 500 | CS | $57.50 | $1.150 |
| Rally Inc. dba Rivalz | Rivalz All Flavors | 500 | CS | $57.50 | $1.150 |

**Line 70 Seasoning, Chili Lime, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER OUNCE |
|---|---|---|---|---|---|
| **Braun Beef Company** | **Magic Seasoning MSBCHLM2066** | **50** | **CS** | **$62.68** | **$0.435** [a] |
| The Masters Distribution Systems Company | Tajin10017 | 50 | CS | $26.51 | $0.491 |
| The Masters Distribution Systems Company | McCormick Cholula 901730427 | 50 | CS | $80.04 | $0.513 |
| Churchfield Trading Company | Tajin 10017 | 50 | CS | $38.00 | $0.704 |
| The Masters Distribution Systems Company | Tajin 28805 | 50 | CS | $51.13 | $0.710 |

[b] **Line 71 Spice, Cayenne Powder, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| The Masters Distribution Systems Company | McCormick 941067 | 20 | CS | $154.95 | $6.198 |
| Labatt Food Service LLC | Durkee 2004042 | 20 | CS | $9.14 | $9.140 |

[b] **Line 72 Spice, Mustard, Ground, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| Labatt Food Service LLC | Durkee 2003992 | 50 | CS | $5.65 | $6.457 |
| The Masters Distribution Systems Company | McCormick 932424 | 50 | CS | $47.42 | $7.903 |

**Line 73 Sprinkles, Jimmies, Pastel, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **The Masters Distribution Systems Company** | **Azar 70003224** | **100** | **CS** | **$81.08** | **$3.378** [a] |
| The Masters Distribution Systems Company | Azar 70003214 | 100 | CS | $81.08 | $3.378 [d] |
| Labatt Food Service LLC | Azar 70003224 | 100 | CS | $86.55 | $3.606 [d] |
| **BakeMark USA LLC** | **Sprinkelina 92277** | **100** | **CS** | **$22.50** | **$3.750** [a] |

**Line 74 Sprinkles, Quins, Pastel, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **Sprinkelina 92450** | **100** | **CS** | **$27.50** | **$5.500** [a] |

[b] **Line 75 Taco, Beef and Cheese**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| The Masters Distribution Systems Company | Albie's 01776 | 800 | CS | $56.33 | $0.782 |
| Goodman Food products DBA Don Lee Farms | Don Lee Farms SCUBCT | 800 | CS | $88.89 | $0.839 |
| Foster Poultry Farms, Inc | Foster Farms 5211 | 800 | CS | $58.71 | $0.978 |

[b] **Line 76 Taco, Breakfast**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| Goodman Food products DBA Don Lee Farms | Don Lee Farms SCUBKFT | 300 | CS | $76.10 | $0.810 |

**Line 77 Taco, Chicken and Cheese**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Goodman Food products DBA Don Lee Farms** | **Don Lee Farms SCUCCT** | **900** | **CS** | **$71.80** | **$0.807** [a] |
| The Masters Distribution Systems Company | Albie's 01974 | 900 | CS | $69.18 | $0.961 |

[b] **Line 78 Tortilla Strips, Tri-Color, Bulk**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|

**Line 79 Turkey, Breast, Sliced**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **Hormel Foods Sales, LLC** | **Jennie O 209918** | **800** | **CS** | **$72.72** | **$4.040** [a] |
| The Masters Distribution Systems Company | Butterball 2265589201 | 800 | CS | $109.37 | $4.557 |
| Tyson Prepared Foods, Inc. | Tyson 10294220414 | 800 | CS | $56.28 | $4.690 |
| The Masters Distribution Systems Company | Butterball 2265589200 | 800 | CS | $120.77 | $5.032 |
| Braun Beef Company | Butterball 2265589200 | 800 | CS | $122.68 | $5.112 |
| Hormel Foods Sales, LLC | Jennie O 231818 | 800 | CS | $95.94 | $5.330 |
| Hormel Foods Sales, LLC | Jennie O 136273 | 800 | CS | $66.60 | $5.550 |

**Line 80 Vegetarian, Cheese Bites, Spicy**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| **Tasty Brands, LLC** | **Tasty Brands 41006** | **100** | **CS** | **$102.20** | **$0.905** [a] |
| Braun Beef Company | Rich 19864 | 100 | CS | $70.92 | $0.910 |
| Labatt Food Service LLC | Farm Rich 19864 | 100 | CS | $73.41 | $0.953 |
| Braun Beef Company | Bake Crafters 3714 | 100 | CS | $62.87 | $1.048 |

**Line 81 Vegetarian Nugget, Frozen**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| Goodman Food products DBA Don Lee Farms | Don Lee Farms CNVT4104 | 100 | CS | $105.76 | $0.750 [d] |
| **Labatt Food Service LLC** | **Morningstar 2898997762** | **100** | **CS** | **$39.80** | **$0.751** [a] |
| Braun Beef Company | Morningstar 2898997762 | 100 | CS | $40.21 | $0.759 |
| Rebellyousfoods | Rebellyous | 100 | CS | $40.78 | $0.769 |
| The Masters Distribution Systems Company | Kelloggs 2898997762 | 100 | CS | $40.75 | $0.784 |
| Churchfield Trading Company | Rebellyous Foods KNFC212 | 100 | CS | $43.22 | $0.810 |
| Braun Beef Company | Impossible Foods 3000000077 | 100 | CS | $42.37 | $0.891 |

**Line 82 Vegetarian, Pizza, Cheese, French Bread**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| Labatt Food Service LLC | Tony's 68724 | 800 | CS | $49.63 | $0.827 [d] |
| Schwan's Food Service, Inc. | Tony's 68724 | 800 | CS | $50.53 | $0.842 [d] |
| **Nardone Bros Baking Co, Inc.** | **Nardone Bros. 60WGUM2** | **800** | **CS** | **$58.13** | **$0.970** [a] |

**Line 83 Vegetarian, Pretzel Bites, Pepper Jack**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER SERVING |
|---|---|---|---|---|---|
| **ES Foods, Inc.** | **ES Foods 25606** | **850** | **CS** | **$89.74** | **$0.809** [a] |

**Line 84 Vegetarian, Quesadilla, Cheese**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER EACH |
|---|---|---|---|---|---|
| **Integrated Food Service** | **Hot Off The Grill 36400** | **100** | **CS** | **$65.00** | **$0.650** [a] |
| Labatt Food Service LLC | Los Cabos 43107 | 100 | CS | $44.18 | $0.736 |
| Schwan's Food Service, Inc. | Coyote Grill 78372 | 100 | CS | $78.37 | $0.816 |

**Line 85 Yeast, Instant, Gold**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | PRICE PER POUND |
|---|---|---|---|---|---|
| **BakeMark USA LLC** | **BakeSense 50713** | **500** | **CS** | **$75.00** | **$3.750** [a] |
| **The Masters Distribution Systems Company** | **LeSaffre 15910** | **500** | **CS** | **$84.80** | **$4.240** [a] |
| Labatt Food Service LLC | SAF 15910 | 500 | CS | $89.19 | $4.460 |

*HEB Grocery Company disqualified. No pricing and nutritional information was provided.

**Gold Creek did not provide pricing for Line 12.

**Cypress-Fairbanks Independent School District**
**Nutrition Services Department**
11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 5/16/2024
RE: Assorted Food for Nutrition Services 2024 24-07-3211

The purpose of this memo is to explain the evaluation scoring for the Assorted Food for Nutrition Services 2024 24-07-3211 bid. The vendor(s) awarded scored the highest per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria includes purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal including, but not limited to, nutritional value, ingredients, pack size, shelf life, minimum shipment amount, domestic availability, frequency of delivery, and lead time. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

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

Sincerely,

Suzy Hunter

Suzy Hunter
Nutrition Services Director

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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**To:** **Darin Crawford**
**Assistant Superintendent for Support Services**

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

**Date:** **May 23, 2024**

**Re:** **Auto, Liability, Cyber Insurance & Workers' Compensation Third Party Administration**
**Annual Contract #24-07-5361R-RFP**

The following proposals were received and opened at 10:00 a.m., Friday, May 3, 2024, as advertised and specified in documents concerning **Annual Contract #24-07-5361R-RFP Auto, Liability, Cyber Insurance & Workers' Compensation Third Party Administration.** The proposals received and the final evaluation summary is located on pages -4.

Recommendation is based on user department's evaluation of overall best value to the District.

**Recommendation:** **McGriff**
**TASB-RMF**

**Funding:** **Multiple Funds**

**Estimated Expenditure:**

| | |
|---|---|
| **$433,557.00** | Auto |
| **$113,879.00** | Cyber |
| **$138,306.00** | Liability |
| **$2,628,219.00** | Workers' Compensation Third Party Administration |
| **$3,313,961.00** | **Annual Total Premium** |

**Contract Term:** **July 1, 2024 - June 30, 2025**

**Renewal:** **4 years**

aw

## 24-07-5361R-RFP (Auto Insurance)

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| CAS- Claims Administrative Services, Inc | N/A | N/A | N/A | N/A | N/A |
| McGriff Insurance Services, Inc | 100.00 | 94.10 | 90.00 | 94.70 | 1 |
| TASB Risk Management Fund | 91.80 | 86.80 | 72.00 | 83.53 | 2 |
| USI Southwest, Inc | N/A | N/A | N/A | N/A | N/A |

## 24-07-5361R-RFP (Cyber Insurance)

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| CAS- Claims Administrative Services, Inc | N/A | N/A | N/A | N/A | N/A |
| McGriff Insurance Services, Inc | 91.90 | 92.40 | 81.00 | 88.43 | 2 |
| TASB Risk Management Fund | 96.00 | 97.30 | 86.00 | 93.10 | 1 |
| USI Southwest, Inc | N/A | N/A | N/A | N/A | N/A |

## 24-07-5361R-RFP (Liability)

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| CAS- Claims Administrative Services, Inc | N/A | N/A | N/A | N/A | N/A |
| McGriff Insurance Services, Inc | N/A | N/A | N/A | N/A | N/A |
| TASB Risk Management Fund | 98.20 | 90.60 | 92.00 | 93.60 | 1 |
| USI Southwest, Inc | N/A | N/A | N/A | N/A/ | N/A |

## 24-07-5361R-RFP (Workers' Compensation Third Party Administration)

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| CAS- Claims Administrative Services, Inc | 74.40 | 72.50 | 63.00 | 69.97 | 2 |
| McGriff Insurance Services, Inc | N/A | N/A | N/A | N/A | N/A |
| TASB Risk Management Fund | 96.00 | 90.60 | 91.00 | 92.53 | 1 |
| USI Southwest, Inc | N/A | N/A | N/A | N/A | N/A |

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

To: James Briscoe

From: Amanda Boles

Date: May 17, 2024

Re: Auto, Liability, Cyber, Workers' Compensation Third Party Administration Request for Proposal #24-07-5361R-RFP Contract Award Recommendation

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The District utilized an insurance and risk management consulting firm to assist in the process for purchasing Auto, Liability, Cyber, and Workers' Compensation Coverage. A Request for Quote (RFQ) was completed to obtain qualified brokers of which four responded. Proposals were received from the current provider, Texas Association of School Boards Risk Management Fund (TASB-RMF), as well as two other firms. However, not every firm submitted a bid for every line of coverage.

**Auto:**
Proposals were received from TASB-RMF and McGriff Insurance Services, Inc (McGriff). Administration is requesting that the Board approve the superintendent or designee to approve the bid submitted by McGriff and the underwriters at Texas Political Subdivisions Risk Pool (TPS), effective July 1, 2024, with an estimated annual premium of $433,557, which is $27,287 less than the bid submitted by TASB-RMF and an increase of $4,597 over the prior year. Coverages and deductibles will remain the same.

**Liability:**
One proposal was received from TASB-RMF. There were no additional bids received from other suppliers. Administration is requesting that the Board approve the superintendent or designee to approve the bid submitted by TASB-RMF, effective July 1, 2024, with an estimated annual premium of $138,306, which is an increase of $3,157 over the prior year. Coverages and deductibles will remain the same.

**Cyber:**
Proposals were received from TASB-RMF and McGriff. Administration is requesting that the Board approve the superintendent or designee to approve the bid submitted by TASB-RMF, effective July 1, 2024, with an estimated annual premium of $113,879, which is the same premium as the prior year. Although the bid submitted by McGriff had a premium of $50,489 less than TASB-RMF, the coverage they offered was not equivalent and included a per claim deductible of $250,000. There is currently no deductible for cyber coverage with TASB-RMF and there is no increase in cost.

**Workers' Compensation Third Party Administration:**
Proposals were received from TASB-RMF (2) and Claims Administrative Services, Inc. (CAS). Administration is requesting that the Board approve the superintendent or designee to approve the bid submitted by TASB-RMF, effective July 1, 2024, with estimated fees and claims projected to be $2,628,219, which is an increase of $61,692 over the prior year. This proposal is $257,165 less than the projected cost submitted by CAS, and $628,370 less than the aggregate deductible proposal submitted by TASB-RMF. CAS did not offer a network. Claim administration and network will remain consistent.

Feel free to contact me if you have any questions. Thank you.

Cc: Karen Smith
Darin Crawford
Jaime DeCantillon

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:** **May 6, 2024**

**Re:** **Building Materials and General Maintenance, Repair, & Operations (MRO) Supplies**
**Annual Contract #24-07-6100RFP**

The following proposals were received and opened at 10:00 a.m., Thursday, May 2, 2024, as advertised and specified in documents concerning **Annual Contract #24-07-6100RFP Building Materials and General Maintencance, Repair, & Operations (MRO) Supplies.** The proposals received and the final evaluation summary are located on pages 2-9.

[a] Does not meet District criteria.

| | |
|---|---|
| **Recommendation:** | **Award contracts to each of the vendors listed per line item.** |
| **Funding:** | **Multiple Funds** |
| **Estimated Expenditure:** | **$2,600,000.00** |
| **Contract Term:** | **July 1, 2024 - June 30, 2025** |
| **Renewal:** | **4 Years** |

td

**Line 1** **ELECTRICAL, parts, supplies, and equipment - to include, but not limited to: 1) Conduit, 2) Wire, 3) Wiring Devices, 4) Panels/Breakers**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Consolidated Electrical Distributors (CED)** | 1 | Percent Discount | **40.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **TMS South, Inc. (Total Maintenance Solutions South, Inc.)** | 1 | Percent Discount | **25.0%** | |
| **Batteries Plus (Kingdom Alliance LLC)** | 1 | Percent Discount | **20.0%** | |
| **CPMR Houston, Inc** | 1 | Percent Discount | **20.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **Rexel (Summers Group, Inc)** | 1 | Percent Discount | **20.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Elliott Electric Supply** | 1 | Percent Discount | **10.0%** | |
| **Competitive Choice, Inc.** | 1 | Percent Discount | **10.0%** | |
| **Techland (Bright Star Productions, Inc. / DBA Techland)** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Full Compass Systems LTD** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **CAPP** | 1 | Percent Discount | **1.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | [a] |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |

**Line 2** **PLUMBING, parts, supplies, and equipment - to include, but not limited to: 1) Pipe, Domestic, 2) Fixtures, 3) Repair Clamps, 4) Valves**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **LCR-M dba Moore Supply Company** | 1 | Percent Discount | **50.0%** | |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **TMS South, Inc. (Total Maintenance Solutions South, Inc.)** | 1 | Percent Discount | **25.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **Oslin Nation Co. (BABTEX)** | 1 | Percent Discount | **20.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **CITY SUPPLY COMPANY INC** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **CAPP** | 1 | Percent Discount | **1.0%** | |
| **Commercial Kitchen Parts & Service (Greenwich, Inc.)** | 1 | Percent Discount | **0.0%** | |
| **SiteOne Landscape Supply** | 1 | Percent Discount | **0.0%** | |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | [a] |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |
| **MARKS PLUMBING PARTS (JOHN W GASPARINI, INC)** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |

**Line 3** **HVAC, parts, supplies, and equipment - to include, but not limited to:**
**1) Refrigerant, 2) Air Filters, 3) Thermostats, 4) Controls**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **Winsupply Inc of Houston** | 1 | Percent Discount | **81.0%** | |
| **Tex-Air Filters (Air Relief Technologies)** | 1 | Percent Discount | **58.0%** | |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Carrier Enterprise, LLC** | 1 | Percent Discount | **35.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **22.0%** | |
| **CPMR Houston, Inc** | 1 | Percent Discount | **20.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **Oslin Nation Co. (BABTEX)** | 1 | Percent Discount | **20.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **CAPP** | 1 | Percent Discount | **1.0%** | |
| **FilterBuy Incorporated** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | a |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |
| **Parts Town, LLC** | 1 | Percent Discount | **0.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |

**Line 4** **APPLIANCES, parts, supplies, and equipment - to include, but not limited to: 1) Microwaves, 2) Refrigerators, 3) Dishwashers, 4)Washing Machines, 5) Soda Tubing**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **3.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **Commercial Kitchen Parts & Service (Greenwich, Inc.)** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | a |
| **Parts Town, LLC** | 1 | Percent Discount | **0.0%** | |

**Line 5** **CARPENTRY, parts, supplies, and equipment - to include, but not limited to:**
**1) Lumber, 2) Fasteners, 3) Shelving, 4) Casters, 5) Flooring, 6) Roofing, 7) Locks**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **Acme Architectural Hardware** | 1 | Percent Discount | **40.0%** | |
| **Hilti Inc.** | 1 | Percent Discount | **40.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **25.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **10.0%** | |
| **Shiffler Equipment Sales, Inc** | 1 | Percent Discount | **10.0%** | |
| **JL Hardware Supply LLC** | 1 | Percent Discount | **10.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **RAE Security** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | a |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |

**Line 6** **Low Voltage, parts, supplies, and equipment - to include, but not limited to: 1) Speakers, 2)Clocks, 3) Connectors, 4) Microphones, 5) Amplifiers**

| SUPPLIER | QTY | UOM | PERCENT OFF |
|---|---|---|---|
| **Fastenal Company** | 1 | Percent Discount | **25.0%** |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** |
| **Competitive Choice, Inc.** | 1 | Percent Discount | **10.0%** |
| **Techland (Bright Star Productions, Inc. / DBA Techland)** | 1 | Percent Discount | **10.0%** |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** |
| **Shiffler Equipment Sales, Inc** | 1 | Percent Discount | **10.0%** |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **5.0%** |
| **Full Compass Systems LTD** | 1 | Percent Discount | **5.0%** |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** |
| **CAPP** | 1 | Percent Discount | **1.0%** |
| MAVICH | 1 | Percent Discount | 0.0% [a] |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** |

**Line 7** **FIRE ALARM, parts, supplies, and equipment - to include, but not limited to: 1) Escutcheons, 2) Detectors, 3) Controls, 4)Speakers**

| SUPPLIER | QTY | UOM | PERCENT OFF |
|---|---|---|---|
| Fastenal Company | 1 | Percent Discount | **25.0%** |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** |
| **Shiffler Equipment Sales, Inc** | 1 | Percent Discount | **10.0%** |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **5.0%** |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** |
| **CAPP** | 1 | Percent Discount | **1.0%** |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** |
| MAVICH | 1 | Percent Discount | 0.0% [a] |
| **Elliott Electric Supply** | 1 | Percent Discount | **0.0%** |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** |

**Line 8** **Motors, parts, supplies, and equipment - to include, but not limited to: 1) Fractional, 2) Open, 3) Drip Proof, 4) TEFC**

| SUPPLIER | QTY | UOM | PERCENT OFF |
|---|---|---|---|
| **Winsupply Inc of Houston** | 1 | Percent Discount | **81.0%** |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** |
| **Applied Industrial Technologies** | 1 | Percent Discount | **47.0%** |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** |
| **Oslin Nation Co. (BABTEX)** | 1 | Percent Discount | **20.0%** |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** |
| **CPMR Houston, Inc** | 1 | Percent Discount | **20.0%** |
| **Rexel (Summers Group, Inc)** | 1 | Percent Discount | **15.0%** |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** |
| **CAPP** | 1 | Percent Discount | **1.0%** |
| MAVICH | 1 | Percent Discount | 0.0% [a] |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** |
| **Elliott Electric Supply** | 1 | Percent Discount | **0.0%** |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** |

**Line 9** **Pumps, parts, supplies, and equipment - to include, but not limited to: 1)Sump, 2)Submersible, 3) Circulating, 4) Utility**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **LCR-M dba Moore Supply Company** | 1 | Percent Discount | **50.0%** | |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **TMS South, Inc. (Total Maintenance Solutions South, Inc.)** | 1 | Percent Discount | **25.0%** | |
| **CPMR Houston, Inc** | 1 | Percent Discount | **20.0%** | |
| **Oslin Nation Co. (BABTEX)** | 1 | Percent Discount | **20.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **CITY SUPPLY COMPANY INC** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **10.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **CAPP** | 1 | Percent Discount | **1.0%** | |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| **Elliott Electric Supply** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | a |
| **Parts Town, LLC** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **MARKS PLUMBING PARTS (JOHN W GASPARINI, INC)** | 1 | Percent Discount | **0.0%** | |

**Line 10** **CHEMICALS, parts, supplies, and equipment - to include, but not limited to: 1) Cleaning, 2) Deodorizing, 3) Solvent**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **Winsupply Inc of Houston** | 1 | Percent Discount | **81.0%** | |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **17.94%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **15.0%** | |
| **Buckeye Cleaning Center-Houston** | 1 | Percent Discount | **15.0%** | |
| **Competitive Choice, Inc.** | 1 | Percent Discount | **10.0%** | |
| **Shiffler Equipment Sales, Inc** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **High Point Sanitary (Western-BRW Paper Company, Inc.)** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | a |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **SiteOne Landscape Supply** | 1 | Percent Discount | **0.0%** | |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| **Parts Town, LLC** | 1 | Percent Discount | **0.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |

**Line 11** **BATTERIES, parts, supplies, and equipment - to include, but not limited to: 1) Rechargeable, gel cell, 2) Large equipment**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Hilti Inc.** | 1 | Percent Discount | **40.0%** | |
| **Batteries Plus (Kingdom Alliance LLC)** | 1 | Percent Discount | **30.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **15.15%** | |
| **Buckeye Cleaning Center-Houston** | 1 | Percent Discount | **15.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **High Point Sanitary (Western-BRW Paper Company, Inc.)** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **King Ranch Ag & Turf (Robstown Hardware Company)** | 1 | Percent Discount | **0.0%** | |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | [a] |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |

**Line 12** **TOOLS - to include, but not limited to: 1) Handheld, 2) Power, 3) Ladders**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **Winsupply Inc of Houston** | 1 | Percent Discount | **81.0%** | |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **LCR-M dba Moore Supply Company** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Hilti Inc.** | 1 | Percent Discount | **40.0%** | |
| **Carrier Enterprise, LLC** | 1 | Percent Discount | **35.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **Rexel (Summers Group, Inc)** | 1 | Percent Discount | **15.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **12.48%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **JL Hardware Supply LLC** | 1 | Percent Discount | **10.0%** | |
| **Shiffler Equipment Sales, Inc** | 1 | Percent Discount | **10.0%** | |
| **Consolidated Electrical Distributors (CED)** | 1 | Percent Discount | **10.0%** | |
| **CITY SUPPLY COMPANY INC** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **Elliott Electric Supply** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |
| **MARKS PLUMBING PARTS (JOHN W GASPARINI, INC)** | 1 | Percent Discount | **0.0%** | |
| **Snap-on Industrial, a Division of IDSC Holdings LLC** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **King Ranch Ag & Turf (Robstown Hardware Company)** | 1 | Percent Discount | **0.0%** | |
| **SiteOne Landscape Supply** | 1 | Percent Discount | **0.0%** | |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | [a] |

**Line 13** **CATALOG, parts, supplies, repairs, services and equipment - Discount off all offerings in vendor catalog not mentioned in the above sections.**

| SUPPLIER | QTY | UOM | PERCENT OFF | |
|---|---|---|---|---|
| **Winsupply Inc of Houston** | 1 | Percent Discount | **81.0%** | |
| **LCR-M dba Moore Supply Company** | 1 | Percent Discount | **50.0%** | |
| **JOHNSON SUPPLY COMPANY** | 1 | Percent Discount | **50.0%** | |
| **JOHNSTONE SUPPLY (EPMA Corp.)** | 1 | Percent Discount | **45.0%** | |
| **Hilti Inc.** | 1 | Percent Discount | **40.0%** | |
| **Building Controls & Solutions, INTEC Controls, Minvalco (BC Solutions, LLC)** | 1 | Percent Discount | **40.0%** | |
| **Carrier Enterprise, LLC** | 1 | Percent Discount | **35.0%** | |
| **Batteries Plus (Kingdom Alliance LLC)** | 1 | Percent Discount | **25.0%** | |
| **TMS South, Inc. (Total Maintenance Solutions South, Inc.)** | 1 | Percent Discount | **25.0%** | |
| **Fastenal Company** | 1 | Percent Discount | **25.0%** | |
| **MSC Industrial Supply** | 1 | Percent Discount | **20.0%** | |
| **CPMR Houston, Inc** | 1 | Percent Discount | **20.0%** | |
| **Oslin Nation Co. (BABTEX)** | 1 | Percent Discount | **20.0%** | |
| **Buckeye Cleaning Center-Houston** | 1 | Percent Discount | **15.0%** | |
| **Rexel (Summers Group, Inc)** | 1 | Percent Discount | **15.0%** | |
| **Elliott Electric Supply** | 1 | Percent Discount | **15.0%** | |
| **Shiffler Equipment Sales, Inc** | 1 | Percent Discount | **10.0%** | |
| **CITY SUPPLY COMPANY INC** | 1 | Percent Discount | **10.0%** | |
| **Langham Creek Ace Hardware (RL Capital Ventures INC)** | 1 | Percent Discount | **10.0%** | |
| **Applied Industrial Technologies** | 1 | Percent Discount | **10.0%** | |
| **Global Industrial (Global Equipment Co., Inc.)** | 1 | Percent Discount | **10.0%** | |
| **Competitive Choice, Inc.** | 1 | Percent Discount | **10.0%** | |
| **Techland (Bright Star Productions, Inc. / DBA Techland)** | 1 | Percent Discount | **10.0%** | |
| **JL Hardware Supply LLC** | 1 | Percent Discount | **10.0%** | |
| **HD Supply Facilities Maintenance, Ltd. (HD Supply Inc.)** | 1 | Percent Discount | **5.0%** | |
| **King Ranch Ag & Turf (Robstown Hardware Company)** | 1 | Percent Discount | **5.0%** | |
| **Full Compass Systems LTD** | 1 | Percent Discount | **5.0%** | |
| **High Point Sanitary (Western-BRW Paper Company, Inc.)** | 1 | Percent Discount | **5.0%** | |
| **Momar, Inc.** | 1 | Percent Discount | **3.0%** | |
| **SiteOne Landscape Supply** | 1 | Percent Discount | **0.0%** | |
| **Acme Architectural Hardware** | 1 | Percent Discount | **0.0%** | |
| **Parts Town, LLC** | 1 | Percent Discount | **0.0%** | |
| **Protegis Fire & Safety (Protegis, LLC)** | 1 | Percent Discount | **0.0%** | |
| **Cypress Ace Hardware (Murff Enterpriese Inc.)** | 1 | Percent Discount | **0.0%** | |
| **Commercial Kitchen Parts & Service (Greenwich, Inc.)** | 1 | Percent Discount | **0.0%** | |
| **MARKS PLUMBING PARTS (JOHN W GASPARINI, INC)** | 1 | Percent Discount | **0.0%** | |
| **RAE Security** | 1 | Percent Discount | **0.0%** | |
| MAVICH | 1 | Percent Discount | 0.0% | a |
| **IRRIGATION STATION** | 1 | Percent Discount | **0.0%** | |
| **Snap-on Industrial, a Division of IDSC Holdings LLC** | 1 | Percent Discount | **0.0%** | |
| **Interstate All Battery** | 1 | Percent Discount | **0.0%** | |

## 24-07-6100RFP Building Materials and General Maintenance, Repair, & Operations (MRO) Supplies

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| Acme Architectural Hardware | 90.00 | 80.00 | 85.00 | 85.00 | 29.00 |
| Applied Industrial Technologies | 87.20 | 95.00 | 89.75 | 90.65 | 7.00 |
| Batteries Plus (Kingdom Alliance LLC) | 87.00 | 80.00 | 85.00 | 84.00 | 35.00 |
| Buckeye Cleaning Center-Houston | 88.50 | 80.00 | 85.75 | 84.75 | 32.00 |
| Building Controls & Solutions, INTEC Controls, Minvalco (BC Solut | 90.80 | 95.00 | 89.75 | 91.85 | 4.00 |
| CAPP | 81.80 | 90.50 | 91.25 | 87.85 | 18.00 |
| Carrier Enterprise, LLC | 89.10 | 95.00 | 85.00 | 89.70 | 8.00 |
| CITY SUPPLY COMPANY INC | 93.80 | 95.00 | 88.50 | 92.43 | 1.00 |
| Commercial Kitchen Parts & Service (Greenwich, Inc.) | 83.20 | 60.00 | 78.50 | 73.90 | 41.00 |
| Competitive Choice, Inc. | 87.70 | 80.00 | 87.00 | 84.90 | 30.00 |
| Consolidated Electrical Distributors (CED) | 91.20 | 90.50 | 86.50 | 89.40 | 11.00 |
| CPMR Houston, Inc | 88.20 | 80.00 | 86.50 | 84.90 | 30.00 |
| Cypress Ace Hardware (Murff Enterpriese Inc.) | 82.60 | 90.50 | 85.75 | 86.28 | 25.00 |
| Elliott Electric Supply | 86.60 | 90.50 | 88.00 | 88.37 | 17.00 |
| Fastenal Company | 83.60 | 80.00 | 83.50 | 82.37 | 38.00 |
| FilterBuy Incorporated | 69.10 | 80.00 | 86.50 | 78.53 | 39.00 |
| Full Compass Systems LTD | 85.90 | 90.50 | 86.50 | 87.63 | 20.00 |

| | | | | | |
|---|---|---|---|---|---|
| Global Industrial (Global Equipment Co., Inc.) | 88.20 | 80.00 | 85.00 | 84.40 | 33.00 |
| HD  Supply Facilities Maintenance, Ltd. (HD Supply Inc.) | 88.80 | 80.00 | 83.50 | 84.10 | 34.00 |
| High Point Sanitary (Western-BRW Paper Company, Inc.) | 87.20 | 90.50 | 88.80 | 88.83 | 14.00 |
| Hilti Inc. | 91.00 | 90.50 | 86.25 | 89.25 | 13.00 |
| Interstate All Battery | 81.60 | 90.50 | 86.20 | 86.10 | 26.00 |
| IRRIGATION STATION | 79.90 | 90.50 | 86.50 | 85.63 | 27.00 |
| JL Hardware Supply LLC | 71.70 | 90.50 | 87.10 | 83.10 | 37.00 |
| JOHNSON SUPPLY COMPANY | 87.90 | 95.00 | 85.60 | 89.50 | 9.00 |
| JOHNSTONE SUPPLY (EPMA Corp.) | 93.30 | 95.00 | 87.55 | 91.95 | 3.00 |
| King Ranch Ag & Turf (Robstown Hardware Company) | 80.60 | 80.00 | 89.25 | 83.28 | 36.00 |
| Langham Creek Ace Hardware (RL Capital Ventures INC) | 87.60 | 90.50 | 84.00 | 87.37 | 21.00 |
| LCR-M dba Moore Supply Company | 95.90 | 95.00 | 85.40 | 92.10 | 2.00 |
| MARKS PLUMBING PARTS (JOHN W GASPARINI, INC) | 83.30 | 90.50 | 85.30 | 86.37 | 24.00 |
| MAVICH | 29.00 | 60.00 | 83.50 | 57.50 | 45.00 |
| Momar, Inc. | 64.00 | 60.00 | 84.25 | 69.42 | 43.00 |
| MSC Industrial Supply | 88.90 | 90.50 | 86.25 | 88.55 | 16.00 |
| Oslin Nation Co. (BABTEX) | 89.40 | 90.50 | 86.40 | 88.77 | 15.00 |
| Parts Town, LLC | 83.60 | 90.50 | 85.75 | 86.62 | 23.00 |
| Protegis Fire & Safety (Protegis, LLC) | 80.40 | 90.50 | 85.30 | 85.40 | 28.00 |
| RAE Security | 70.40 | 60.00 | 85.30 | 71.90 | 42.00 |
| Rexel (Summers Group, Inc) | 90.20 | 95.00 | 87.10 | 90.77 | 6.00 |
| Shiffler Equipment Sales, Inc | 89.60 | 90.50 | 87.90 | 89.33 | 12.00 |
| SiteOne Landscape Supply | 80.40 | 60.00 | 85.05 | 75.15 | 40.00 |
| Snap-on Industrial, a Division of IDSC Holdings LLC | 78.20 | 90.50 | 91.25 | 86.65 | 22.00 |
| Techland (Bright Star Productions, Inc. / DBA Techland) | 87.60 | 90.50 | 85.30 | 87.80 | 19.00 |
| Tex-Air Filters (Air Relief Technologies) | 48.10 | 60.00 | 85.15 | 64.42 | 44.00 |
| TMS South, Inc. (Total Maintenance Solutions South, Inc.) | 93.00 | 90.50 | 85.00 | 89.50 | 9.00 |
| Winsupply Inc of Houston | 92.20 | 95.00 | 87.40 | 91.53 | 5.00 |

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

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

**From:** **Suzy Hunter**
**Nutrition Services Director**

**Date:** **May 16, 2024**

**Re:** **Child Nutrition/Food Services Fleet Vehicles**
**Contract #23-07-1025**

| Item Description | Qty | Unit Price | Platinum Ford North LLC* |
|---|---|---|---|
| 2024 Ford Explorer Base Model | 14 | $37,189.49 | $520,652.86 |

*Platinum Ford North LLC is a contracted vendor with Klein Independent School District, and CFISD is utilizing the CTPA Purchasing Cooperative to facilitate this purchase.

**Recommendation:** **Platinum Ford North LLC**

**Funding:** **Multiple Funds**

**Estimated Expenditure:** **$520,652.86**

**Contract Term:** **June 16, 2024 - Until delivery and acceptance of the vehicles**

pm

**Cypress-Fairbanks Independent School District**
**Nutrition Services Department**
11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 5/16/2024
RE: Child Nutrition / Food Services Fleet Vehicles #25-269 (Klein ISD)
CTPA 23-07-1025

Cypress-Fairbanks ISD will be utilizing the Central Texas Purchasing Alliance to purchase fleet vehicles awarded on a bid procured by Klein ISD. The purpose of this memo is to explain the evaluation scoring for the Child Nutrition / Food Services Fleet Vehicles #25-269 bid performed by Klein ISD. The vendor awarded scored the highest per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria include purchase price, long-term cost, reputation of the vendor, quality of goods or services, extent to which the goods meet District's needs, vendor's past relationship, and the ability to comply with HUB. The evaluating committee was comprised of Klein ISD's own internal procurement professionals and other relevant Nutrition Services staff. Cypress-Fairbanks ISD's Nutrition Services internal procurement professionals reviewed all documentation provided by Klein ISD to ensure compliance with USDA federal procurement regulations for federal programs.

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

Suzy Hunter
Suzy Hunter
Nutrition Services Director

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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**To:** **Paula Ross**
**Assistant Superintendent of Technology Services and Information Systems**

**From:** **Samara Rangel**
**Technology Software Specialist**

**Date:** **June 17, 2024**

**Re:** **PowerSchool Group LLC.**
**Contract ID: 22-03-4401RFP Classroom Supplies and Curriculum Equipment**

| PowerSchool Group LLC. Annual Subscription | Qty | Year 1 | Year 2 | Year 3 |
|---|---|---|---|---|
| Total Purchase Price | | $2,748,939.22 | $3,256,118.51 | $3,353,802.08 |
| Schoology LMS | 117000 | $473,850.00 | $488,065.50 | $502,707.47 |
| eSchoolPlus | 1 | $195,620.48 | $201,489.09 | $207,533.77 |
| PowerSchool Enrollment | 115000 | $189,914.58 | $195,612.02 | $201,480.38 |
| EMS (eSchoolPlus, eFinancePlus) | 1 | $188,357.89 | $194,008.63 | $199,828.89 |
| Applicant Tracking - SchoolSpring | 1 | $57,303.45 | $59,022.55 | $60,793.23 |
| Performance Matters | 117000 | $619,719.80 | $638,311.39 | $657,460.74 |
| Professional Learning & Perform | 1 | $506,393.53 | $521,585.34 | $537,232.90 |
| Cognos (Analytics and Insights) | 114000 | $254,081.89 | $261,704.35 | $269,555.48 |
| eFinancePlus | 1 | $263,697.60 | $271,608.53 | $279,756.78 |
| Enrollment Contingency and Program Additions | 15% | | $424,711.11 | $437,452.44 |

***PowerSchool Group, LLC. is a contracted vendor on the CFISD awarded contract #22-03-4401RFP Classroom Supplies and Curriculum Equipment.**

**Recommendation:** **PowerSchool Group, LLC.**

**Funding:** **Multiple Funds**

**Estimated Expenditure:** **$9,358,859.81**

**Contract Term:** **July 1, 2024-June 30, 2027**

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PowerSchool
Powering Brighter Futures

**AMENDMENT 1**

This First Amendment ("**Amendment**") by and between PowerSchool Group LLC ("**PowerSchool**") and Cypress Fairbanks Independent School District ("**Customer**") modifies the Main Services Agreement found at https://www.powerschool.com/MSA_Feb2022/ ("**Agreement**") as mutually agreed herein and is effective as of the date of the last signature ("**Effective Date"**). POWERSCHOOL and CUSTOMER are referred to individually as "Party" and collectively as "Parties" under this Amendment.

1. Section 3.2, Consent to Use Customer Data, of the Agreement is modified by deleting the last sentence and replacing it with the following:

   "PowerSchool agrees to the mutually agreed upon Data Privacy Agreement ("**DPA**") as set forth in Exhibit C."

2. Section 3.4, Data Privacy and Security, of the Agreement is modified by deleting the first sentence and replacing it with the following:

   "PowerSchool will abide by the terms of the Data Privacy Agreement ("**DPA**") as set forth in Exhibit C, with respect to the security of the Customer Data within the PowerSchool Offering."

3. Section 10.3, Indemnification by Customer, of the Agreement is modified by deleting "under applicable" in the first sentence and replacing it with "by".

4. Section 10.3, Indemnification by Customer, of the Agreement is modified by deleting the last sentence and replacing it with the following:

   "In addition, Customer shall to the extent permitted by law indemnify and hold PowerSchool Indemnitees harmless against and from any Liability brought against a PowerSchool Indemnitee or Customer for alleged or actual violations of the TCPA in connection with Customer's use of or access to any PowerSchool Offering."

5. The following sentence is added to the end of Section 11.2, CAP ON MONETARY LIABILITY, of the Agreement:

   "TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF A) ANY CLAIM BROUGHT BY A THIRD PARTY AGAINST CUSTOMER ALLEGING THE USE OF THE POWERSCHOOL OFFERING INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY; AND B) POWERSCHOOL'S VIOLATION OF THE DPA EXECUTED BETWEEN THE PARTIES PURSUANT TO SECTION 3.2, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWELVE (12)-

MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED."

6. Section 14.1 of the Agreement is deleted in its entirety and replaced as follows:

"**14.1 Governing Law**. Except as otherwise agreed in writing by the Parties, this Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws provisions. Mandatory and exclusive venue shall be in the courts of Harris County, Texas. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This agreement will not be subject to the Uniform Computer Information Transactions Act."

Upon execution of this Amendment by their duly authorized representatives, the Parties enter into this Amendment as of the Effective Date.

| **POWERSCHOOL GROUP LLC** | **CYPRESS FIARBANKS INDEPENDENT SCHOOL DISTRICT** |
|---|---|
| **Signature:**_____ | **Signature:**_____ |
| **Printed Name:**_____ | **Printed Name:**_____ |
| **Title:**_____ | **Title:**_____ |
| **Date:**_____ | **Date:**_____ |

APPROVED
02/14/2022

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

**To:** **Bill Powell**
**Assistant Superintendent for Support Services**

**From:** **Jennifer Chiu**
**Director of Procurement Services**

**Date:** **January 26, 2022**

**Re:** **Classroom Supplies and Curriculum Equipment**
**Annual Contract # 22-03-4401RFP**

The following proposals were received and opened at 3:00 p.m., Wednesday, January 26, 2022, as advertised and specified in documents concerning **Annual Contract # 22-03-4401RFP Classroom Supplies and Curriculum Equipment.** The proposals received are located on pages 2-8.

Award contracts to each of the vendors listed at the discount noted.

**Funding:** **Activity Funds, Bond Funds, Grant Funds, M & O Funds**

**Estimated Expenditure:** **$8,500,000.00**

**Contract Term:** **March 1, 2022 - February 28, 2023**

**Renewal:** **4 Years**

ja

**Line 1 Tangible Classroom Supplies and Curriculum Equipment**

**Line 2 Curriculum - Tangible Materials and Supplies**

| SUPPLIER | PERCENT OFF |
|---|---|
| ABDO | 0.0% |
| Abecedarian ABC, LLC (Andrie Cantu) | 0.0% |
| Accudata Systems | 0.0% |
| ACP Direct (Affordable Computer Products, Inc.) | 0.0% |
| Advanced Graphics (Precision Business Machines, Inc.) | 0.0% |
| Asel Art Supply | 20.0% |
| Attainment Company, Inc. | 5.0% |
| Blick Art Materials (Blick Art Materials LLC) | 20.0% |
| Blue Willow Bookshop (VBK Inc) | 15.0% |
| Booksource (GL group, Inc.) | 25.0% |
| Boom Learning (Omega Labs Inc) | 0.0% |
| Brainchild Corp. | 0.0% |
| Brooks Duplicator Company | 0.0% |
| Capstone (Coughlan Companies, Inc.) | 0.0% |
| Cengage Learning, Inc. | 0.0% |
| Committee for Children | 10.0% |
| CompleteBook (Complete Book and Media Supply, INC) | 50.0% |
| Cover One, Inc. | 0.0% |
| dba Stenhouse Publishers dba Staff Development for Educators (SDE, Inc.) | 0.0% |
| DEMCO, Inc. | 0.0% |
| Design Science Inc | 0.0% |
| EAI Education (Eric Armin Inc) | 15.0% |
| Earlychildhood LLC (Discount School Supply) | 3.0% |
| ECS Learning Systems | 0.0% |
| Educational Products, Inc. | 5.0% |
| Empowering Writers | 1.0% |
| ETA hand2mind (hand2mind, Inc.) | 15.0% |
| ExploreLearning, LLC | 0.0% |
| Express Booksellers (Express Booksellers, LLC) | 25.0% |
| First Choice Educational Publishing | 0.0% |
| Fitness Finders Inc | 0.0% |
| Gateway Printing & Office Supply Inc. | 27.0% |
| Global Vending Group (Banaszak) | 0.0% |
| Gopher Sport (The Prophet Corporation) | 0.0% |
| Great Ideas for Teaching | 0.0% |
| Jarrett Publishing Company | 0.0% |
| JASON Learning | 0.0% |
| Junior Learning Inc. (www.juniorlearning.com) | 30.0% |
| KAMICO Instructional Media, Inc. | 0.0% |
| Kaplan Early Learning Co. | 0.0% |
| KINDERMUSIK INTERNATIONAL, INC | 0.0% |
| Lab Resources, Inc. | 0.0% |
| Lakeshore Learning Materials (Lakeshore Equipment Company) | 5.0% |
| LAMA SEWING KITS,INC. | 5.0% |
| Learning A-Z, LLC | 0.0% |
| Learning Zone (Kimco Educational Products, Inc.) | 10.0% |
| Lexplore, Inc. | 0.0% |
| Marco Products, Inc. | 0.0% |
| Mastery Education (Peoples Education, Inc.) | 0.0% |
| MathWarm-Ups.com (Baker & Petsche Publishing LLC) | 0.0% |
| MaxiAids, Inc. | 10.0% |
| McGraw-Hill School Education, LLC | 0.0% |
| Multi-Health Systems Inc. | 0.0% |
| Museum of Science (EiE, Museum of Science) | 0.0% |
| Nasco (Nasco Education LLC) | 10.0% |
| NCS Pearson, Inc., through its Clinical Assessment business (NCS Pearson, Inc.) | 0.0% |
| NSTA (National Science Teachers Association-NSTA) | 20.0% |
| Perfection Learning Corporation | 30.0% |
| Perma-Bound Books (Hertzberg-New Method, Inc.) | 0.0% |
| Project Lead The Way, Inc. | 0.0% |
| PURELAND SUPPLY LLC | 15.0% |
| QEP Professional Books (QEP, Inc.) | 0.0% |
| RALLY! Education | 0.0% |
| REALLY GOOD STUFF | 3.0% |

**Line 2 Curriculum - Tangible Materials and Supplies (continued)**

| SUPPLIER | PERCENT OFF |
|---|---|
| S&S Worldwide Inc | 20.0% |
| Savvas Learning Company LLC (Gateway Education Holdings LLC) | 0.0% |
| Scholastic Book Fairs | 0.0% |
| Scholastic Inc. | 25.0% |
| School Outfitters (Schoolhouse Outfitters) | 2.0% |
| School Specialty, LLC | 35.0% |
| Schoolwide, Inc. | 10.0% |
| Seven Sides Publishing | 63.0% |
| Sirchie (Sirchie Acquisition Company, LLC) | 5.0% |
| Sirius Education Solutions (Sirius Education Solutions LLC) | 0.0% |
| Social Studies School Service | 0.0% |
| Studies Weekly (American Legacy Publishing) | 0.0% |
| Super Duper Publications (Super Duper Inc) | 2.0% |
| Supporting Science, Inc. | 0.0% |
| Sweet Pipes (BRBM Publishing LLC dba Sweet Pipes) | 0.0% |
| TEACHER'S DISCOVERY (AMERICAN EAGLE CO INC) | 0.0% |
| Teaching Strategies, LLC | 0.0% |
| Texas Art Supply Company | 20.0% |
| Texas Book Distribution, LLC | 20.0% |
| Textbook Warehouse (Textbook Warehouse, LLC) | 0.0% |
| Texthelp Inc. | 0.0% |
| The Burmax Co., Inc. | 5.0% |
| The Library Store, Inc. | 55.0% |
| The Markerboard People | 0.0% |
| The Scholastic Network | 0.0% |
| The Singing Classroom, Inc. | 0.0% |
| Therapy Shoppe® Inc. | 0.0% |
| Thimble.io | 0.0% |
| TouchMath (TouchMath Acquisition LLC) | 0.0% |
| Vernier Software & Technology, LLC | 0.0% |
| Visual Techniques Inc | 10.0% |
| Visualz (C2 Imaging LLC) | 10.0% |
| Voyager Sopris Learning, Inc. | 0.0% |
| World Book, Inc. | 0.0% |
| Xanedu Publishing Inc | 5.0% |
| Youthlight, Inc. | 0.0% |

**Line 3 Science - Equipment, Tangible Materials and Supplies**

| SUPPLIER | PERCENT OFF |
|---|---|
| Accudata Systems | 0.0% |
| Advanced Graphics (Precision Business Machines, Inc.) | 0.0% |
| Blue Willow Bookshop (VBK Inc) | 15.0% |
| Booksource (GL group, Inc.) | 25.0% |
| Boom Learning (Omega Labs Inc) | 0.0% |
| Brainchild Corp. | 0.0% |
| Brooks Duplicator Company | 0.0% |
| Capstone (Coughlan Companies, Inc.) | 0.0% |
| Cengage Learning, Inc. | 0.0% |
| CompleteBook (Complete Book and Media Supply, INC) | 50.0% |
| Cover One, Inc. | 0.0% |
| DEMCO, Inc. | 0.0% |
| Design Science Inc | 0.0% |
| EAI Education (Eric Armin Inc) | 15.0% |
| Earlychildhood LLC (Discount School Supply) | 3.0% |
| ECS Learning Systems | 0.0% |
| Educational Products, Inc. | 5.0% |
| Edvotek | 0.0% |
| ETA hand2mind (hand2mind, Inc.) | 15.0% |
| Express Booksellers (Express Booksellers, LLC) | 25.0% |
| Fisher Science Education Business Unit (Fisher Scientific Co., LLC) | 33.0% |
| Fitness Finders Inc | 0.0% |
| Gateway Printing & Office Supply Inc. | 10.0% |
| Global Vending Group (Banaszak) | 0.0% |
| JASON Learning | 0.0% |
| KAMICO Instructional Media, Inc. | 0.0% |
| Kaplan Early Learning Co. | 17.0% |

**Line 3 Science - Equipment, Tangible Materials and Supplies (continued)**

| SUPPLIER | PERCENT OFF |
|---|---|
| Lakeshore Learning Materials (Lakeshore Equipment Company) | 5.0% |
| LAMA SEWING KITS,INC. | 5.0% |
| Learning Zone (Kimco Educational Products, Inc.) | 10.0% |
| MathWarm-Ups.com (Baker & Petsche Publishing LLC) | 0.0% |
| McGraw-Hill School Education, LLC | 0.0% |
| Museum of Science (EiE, Museum of Science) | 0.0% |
| Nasco (Nasco Education LLC) | 15.0% |
| NSTA (National Science Teachers Association-NSTA) | 20.0% |
| Perma-Bound Books (Hertzberg-New Method, Inc.) | 0.0% |
| Pitsco Education | 2.0% |
| Project Lead The Way, Inc. | 0.0% |
| REALLY GOOD STUFF | 3.0% |
| SARGENT-WELCH/VWR (VWR INTERNATIONAL LLC) | 33.0% |
| Savvas Learning Company LLC (Gateway Education Holdings LLC) | 0.0% |
| Scholastic Book Fairs | 0.0% |
| School Outfitters (Schoolhouse Outfitters) | 2.0% |
| School Specialty, LLC | 35.0% |
| Sirchie (Sirchie Acquisition Company, LLC) | 5.0% |
| Studies Weekly (American Legacy Publishing) | 0.0% |
| Supporting Science, Inc. | 0.0% |
| Texas Art Supply Company | 0.0% |
| Texas Book Distribution, LLC | 20.0% |
| The Burmax Co., Inc. | 5.0% |
| The Library Store, Inc. | 55.0% |
| The Markerboard People | 0.0% |
| The Scholastic Network | 0.0% |
| The Singing Classroom, Inc. | 0.0% |
| Therapy Shoppe® Inc. | 0.0% |
| Thimble.io | 0.0% |
| Vernier Software & Technology, LLC | 0.0% |
| Visual Techniques Inc | 10.0% |
| Visualz (C2 Imaging LLC) | 10.0% |
| VWR Education, LLC d/b/a Wards Natural Science | 18.0% |
| World Book, Inc. | 0.0% |

**Line 4 PE - Equipment, Tangible Materials and Supplies**

| SUPPLIER | PERCENT OFF |
|---|---|
| Accudata Systems | 0.0% |
| Advanced Graphics (Precision Business Machines, Inc.) | 0.0% |
| Boom Learning (Omega Labs Inc) | 0.0% |
| Brainchild Corp. | 0.0% |
| Brooks Duplicator Company | 0.0% |
| BSN Sports | 10.0% |
| CompleteBook (Complete Book and Media Supply, INC) | 50.0% |
| Cover One, Inc. | 0.0% |
| Design Science Inc | 0.0% |
| Earlychildhood LLC (Discount School Supply) | 3.0% |
| Educational Products, Inc. | 5.0% |
| Express Booksellers (Express Booksellers, LLC) | 25.0% |
| Fitness Finders Inc | 0.0% |
| Gateway Printing & Office Supply Inc. | 10.0% |
| Global Vending Group (Banaszak) | 0.0% |
| Gopher Sport (The Prophet Corporation) | 0.0% |
| JASON Learning | 0.0% |
| Kaplan Early Learning Co. | 17.0% |
| Lakeshore Learning Materials (Lakeshore Equipment Company) | 5.0% |
| LAMA SEWING KITS,INC. | 0.0% |
| Learning Zone (Kimco Educational Products, Inc.) | 10.0% |
| MaxiAids, Inc. | 10.0% |
| Nasco (Nasco Education LLC) | 10.0% |
| Pitsco Education | 2.0% |
| RIDDELL | 1.0% |
| S&S Worldwide Inc | 20.0% |
| School Outfitters (Schoolhouse Outfitters) | 2.0% |
| School Specialty, LLC | 35.0% |
| Sirchie (Sirchie Acquisition Company, LLC) | 5.0% |

**Line 4 PE - Equipment, Tangible Materials and Supplies (continued)**

| SUPPLIER | PERCENT OFF |
|---|---|
| Texas Art Supply Company | 0.0% |
| Texas Book Distribution, LLC | 20.0% |
| The Burmax Co., Inc. | 5.0% |
| The Scholastic Network | 0.0% |
| The Singing Classroom, Inc. | 0.0% |
| Therapy Shoppe® Inc. | 0.0% |
| US Games (BSN Sports, Inc.) | 15.0% |
| Visual Techniques Inc | 10.0% |
| Visualz (C2 Imaging LLC) | 10.0% |

**Line 5 Miscellaneous Classroom - Tangible Materials and Supplies**

| SUPPLIER | PERCENT OFF |
|---|---|
| ABDO | 0.0% |
| Abecedarian ABC, LLC (Andrie Cantu) | 0.0% |
| Accudata Systems | 0.0% |
| ACP Direct (Affordable Computer Products, Inc.) | 0.0% |
| Advanced Graphics (Precision Business Machines, Inc.) | 0.0% |
| Apperson | 0.0% |
| Asel Art Supply | 20.0% |
| Attainment Company, Inc. | 5.0% |
| Blick Art Materials (Blick Art Materials LLC) | 20.0% |
| Blue Willow Bookshop (VBK Inc) | 15.0% |
| Booksource (GL group, Inc.) | 25.0% |
| Boom Learning (Omega Labs Inc) | 0.0% |
| Brainchild Corp. | 0.0% |
| Brooks Duplicator Company | 0.0% |
| Capstone (Coughlan Companies, Inc.) | 0.0% |
| Cengage Learning, Inc. | 0.0% |
| Ceramic Store of Houston | 5.0% |
| Committee for Children | 10.0% |
| CompleteBook (Complete Book and Media Supply, INC) | 50.0% |
| Cover One, Inc. | 0.0% |
| dba Stenhouse Publishers dba Staff Development for Educators (SDE, Inc.) | 0.0% |
| DEMCO, Inc. | 0.0% |
| Design Science Inc | 0.0% |
| EAI Education (Eric Armin Inc) | 15.0% |
| Earlychildhood LLC (Discount School Supply) | 3.0% |
| Educational Products, Inc. | 5.0% |
| Empowering Writers | 1.0% |
| ETA hand2mind (hand2mind, Inc.) | 15.0% |
| Express Booksellers (Express Booksellers, LLC) | 25.0% |
| Fisher Science Education Business Unit (Fisher Scientific Co., LLC) | 33.0% |
| Fitness Finders Inc | 0.0% |
| Gateway Printing & Office Supply Inc. | 27.0% |
| GLENDALE PARADE STORE, LLC | 0.0% |
| Global Vending Group (Banaszak) | 0.0% |
| Great Ideas for Teaching | 0.0% |
| Handwriting Without Tears (No Tears Learning) | 0.0% |
| JASON Learning | 0.0% |
| Junior Learning Inc. (www.juniorlearning.com) | 30.0% |
| KAMICO Instructional Media, Inc. | 0.0% |
| Kaplan Early Learning Co. | 17.0% |
| KINDERMUSIK INTERNATIONAL, INC | 10.0% |
| Lab Resources, Inc. | 0.0% |
| Lakeshore Learning Materials (Lakeshore Equipment Company) | 5.0% |
| LAMA SEWING KITS,INC. | 5.0% |
| Learning Zone (Kimco Educational Products, Inc.) | 10.0% |
| Lexplore, Inc. | 0.0% |
| Marco Products, Inc. | 0.0% |
| MathWarm-Ups.com (Baker & Petsche Publishing LLC) | 0.0% |
| MaxiAids, Inc. | 10.0% |
| McGraw-Hill School Education, LLC | 0.0% |
| Multi-Health Systems Inc. | 0.0% |
| Nasco (Nasco Education LLC) | 15.0% |
| NCS Pearson, Inc., through its Clinical Assessment business (NCS Pearson, Inc.) | 0.0% |
| Oaktree Products (Oaktree Products, Inc.) | 10.0% |

**Line 5 Miscellaneous Classroom - Tangible Materials and Supplies (continued)**

| SUPPLIER | PERCENT OFF |
|---|---|
| Perma-Bound Books (Hertzberg-New Method, Inc.) | 0.0% |
| Pitsco Education | 2.0% |
| Project Lead The Way, Inc. | 0.0% |
| PURELAND SUPPLY LLC | 15.0% |
| Raymond Geddes & Co., Inc | 15.0% |
| REALLY GOOD STUFF | 3.0% |
| Reynolds Manufacturing Corp | 10.0% |
| Riverside Insights (Riverside Assessments, LLC) | 0.0% |
| S&S Worldwide Inc | 20.0% |
| SARGENT-WELCH/VWR (VWR INTERNATIONAL LLC) | 33.0% |
| Savvas Learning Company LLC (Gateway Education Holdings LLC) | 0.0% |
| Scantron Corporation | 0.0% |
| Scholastic Book Fairs | 0.0% |
| Scholastic Inc. | 25.0% |
| School Mate (Morris Printing Group) | 0.0% |
| School Outfitters (Schoolhouse Outfitters) | 2.0% |
| School Specialty, LLC | 35.0% |
| Schoolwide, Inc. | 10.0% |
| Sirchie (Sirchie Acquisition Company, LLC) | 5.0% |
| Sirius Education Solutions (Sirius Education Solutions LLC) | 0.0% |
| Social Studies School Service | 0.0% |
| Studies Weekly (American Legacy Publishing) | 0.0% |
| Super Duper Publications (Super Duper Inc) | 2.0% |
| Supporting Science, Inc. | 0.0% |
| Sweet Pipes (BRBM Publishing LLC dba Sweet Pipes) | 0.0% |
| TEACHER'S DISCOVERY (AMERICAN EAGLE CO INC) | 0.0% |
| Teachers Pay Teachers (Teacher Synergy LLC) | 0.0% |
| Teaching Strategies, LLC | 0.0% |
| Texas Art Supply Company | 20.0% |
| Texas Book Distribution, LLC | 20.0% |
| The Burmax Co., Inc. | 5.0% |
| The Library Store, Inc. | 55.0% |
| The Markerboard People | 0.0% |
| The Scholastic Network | 0.0% |
| The Singing Classroom, Inc. | 0.0% |
| Therapy Shoppe® Inc. | 0.0% |
| TouchMath (TouchMath Acquisition LLC) | 0.0% |
| US Games (BSN Sports, Inc.) | 15.0% |
| Visual Techniques Inc | 10.0% |
| Visualz (C2 Imaging LLC) | 10.0% |
| VWR Education, LLC d/b/a Wards Natural Science | 18.0% |
| World Book, Inc. | 0.0% |
| Youthlight, Inc. | 0.0% |

**Line 6 Technology-Based Learning Mediums**

**Line 7 Technology-Based Learning Mediums**

| SUPPLIER | PERCENT OFF |
|---|---|
| ABDO | 0.0% |
| Accudata Systems | 0.0% |
| Achieve3000, Inc. | 0.0% |
| Advanced Graphics (Precision Business Machines, Inc.) | 0.0% |
| Applied Educational Systems, Inc. | 0.0% |
| Attainment Company, Inc. | 5.0% |
| BLENDING EDUCATION, LLC | 20.0% |
| Boom Learning (Omega Labs Inc) | 0.0% |
| Brainchild Corp. | 0.0% |
| BrainPOP LLC | 0.0% |
| Brooks Duplicator Company | 0.0% |
| Capstone (Coughlan Companies, Inc.) | 0.0% |
| CareerSafe Online (K2Share) | 35.0% |
| Cengage Learning, Inc. | 5.0% |
| Committee for Children | 10.0% |
| CompleteBook (Complete Book and Media Supply, INC) | 50.0% |
| Cover One, Inc. | 0.0% |
| Design Science Inc | 0.0% |
| ECS Learning Systems | 0.0% |
| EducAide Software (Levin) | 0.0% |
| Edusmart (Learn-Ed LLC dba Edusmart) | 0.0% |
| eDynamic Learning (eDynamic Holdings LP) | 0.0% |
| Empowering Writers | 1.0% |
| Essential Skills Software Inc. | 0.0% |
| ETA hand2mind (hand2mind, Inc.) | 15.0% |
| ExploreLearning, LLC | 0.0% |
| First Choice Educational Publishing | 0.0% |
| Fitness Finders Inc | 0.0% |
| Fluidity Software, Inc. | 30.0% |
| Follett School Solutions, Inc. | 0.0% |
| Gateway Printing & Office Supply Inc. | 10.0% |
| Generation Genius, Inc. | 0.0% |
| Global Vending Group (Banaszak) | 0.0% |
| Gopher Sport (The Prophet Corporation) | 0.0% |
| Imagine Learning | 0.0% |
| IXL Learning | 0.0% |
| JASON Learning | 0.0% |
| KAMICO Instructional Media, Inc. | 0.0% |
| Kaplan Early Learning Co. | 0.0% |
| KINDERMUSIK INTERNATIONAL, INC | 0.0% |
| Lab Resources, Inc. | 0.0% |
| LAMA SEWING KITS,INC. | 0.0% |
| Learning A-Z, LLC | 0.0% |
| Levered Learning (Levered Learning, Inc.) | 30.0% |
| Lexia Learning Systems LLC | 0.0% |
| Lexplore, Inc. | 0.0% |
| Marco Products, Inc. | 0.0% |
| Mastery Education (Peoples Education, Inc.) | 0.0% |
| MaxiAids, Inc. | 10.0% |
| McGraw-Hill School Education, LLC | 0.0% |
| Multi-Health Systems Inc. | 0.0% |
| Museum of Science (EiE, Museum of Science) | 0.0% |
| Navigate360 | 3.0% |
| NCS Pearson, Inc., through its Clinical Assessment business (NCS Pearson, Inc.) | 0.0% |
| Nearpod Inc. | 10.0% |
| NoRedInk | 0.0% |
| NSTA (National Science Teachers Association-NSTA) | 20.0% |
| Perfection Learning Corporation | 0.0% |
| Perma-Bound Books (Hertzberg-New Method, Inc.) | 0.0% |
| PowerSchool Group LLC | 0.0% |
| Premier Wireless Business Technology Solutions, Inc. (Premier Wireless) | 2.0% |
| Project Lead The Way, Inc. | 0.0% |
| PURELAND SUPPLY LLC | 15.0% |
| QuaverEd, Inc | 0.0% |
| RALLY! Education | 0.0% |

**Line 7 Technology-Based Learning Mediums (continued)**

| SUPPLIER | PERCENT OFF |
|---|---|
| Rethink Ed (Rethink Autism Inc) | 0.0% |
| Savvas Learning Company LLC (Gateway Education Holdings LLC) | 0.0% |
| Scholastic Inc. | 0.0% |
| Schoolwide, Inc. | 10.0% |
| Sirius Education Solutions (Sirius Education Solutions LLC) | 0.0% |
| Social Studies School Service | 0.0% |
| Studies Weekly (American Legacy Publishing) | 0.0% |
| Super Duper Publications (Super Duper Inc) | 0.0% |
| Supporting Science, Inc. | 0.0% |
| TEACHER'S DISCOVERY (AMERICAN EAGLE CO INC) | 0.0% |
| Teachers Pay Teachers (Teacher Synergy LLC) | 0.0% |
| Teaching Strategies, LLC | 0.0% |
| Texas Art Supply Company | 0.0% |
| Texthelp Inc. | 0.0% |
| The Burmax Co., Inc. | 5.0% |
| The Scholastic Network | 0.0% |
| The Singing Classroom, Inc. | 0.0% |
| Therapy Shoppe® Inc. | 0.0% |
| Thimble.io | 0.0% |
| TouchMath (TouchMath Acquisition LLC) | 0.0% |
| Visual Techniques Inc | 10.0% |
| Visualz (C2 Imaging LLC) | 10.0% |
| Vocabulary.com (Thinkmap, Inc.) | 0.0% |
| Voyager Sopris Learning, Inc. | 0.0% |
| WeVideo Inc | 0.0% |
| World Book, Inc. | 0.0% |
| Youthlight, Inc. | 0.0% |

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

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

**Date:** **May 22, 2024**

**Re:** **Contracted Educational Services and Professional Development Services**
**Annual Contract #24-07-2010RFP**
**Renewals #20-07-2010RFP-4, #21-07-2010RFP-3, #22-07-2010RFP-2, & #23-07-2010RFP**

Solicitations will be received on a continual basis as advertised and specified through June 30, 2025 for **Annual Contract #24-07-2010RFP Contracted Educational Services and Professional Development Services**.

| | |
|---|---|
| **Recommendation:** | **Approve all vendors listed and vendors added throughout the solicitation period.** |
| **Funding:** | **Multiple Funds** |
| **Estimated Annual Expenditure:** | **$18,152,000.00** |
| **Contract Term:** | **July 1, 2024 - June 30, 2025** |
| **Renewals:** | **#24-07-2010RFP 4 Years**<br>**#23-07-2010RFP 3 Years**<br>**#22-07-2010RFP-2 2 Years**<br>**#21-07-2010RFP-3 1 Year**<br>**#20-07-2010RFP-4** |

av

**20-07-2010RFP-4**

2Words Character Development (Stephen Mackey)
Action Based Learning
American Modeling Teachers Association
Amy Steele Wernig
Amy Wine Counseling
Berit Gordon
BIG BOOKS BY GEORGE LTD
Brian Romero Smith Sr.
Bureau of Education & Research
ChinaSprout, Inc.
Congress Network Corporation
Digital Citizenship Institute
Donna Boucher, Math Coach's Corner (It's Elemetary Math Consulting, Inc.)
Donna Harden
Dr. Jenny Severson, LLC
DreamBox Learning, Inc.
e3 Texas Special Instruments
East West Math LLC
Eddins Counseling Group
Edvolve
Franklin Covey Client Sales, Inc.
Frog Street Press, LLC
Grammar Graphics
Global Vending Group
Hamilton County Educational Service Center
Hello Literacy
Houston Clarinet Camp
i2e LLC
IXL Learning
Jake Miller Educational Opportunities, LLC
Jen Giffen Consulting
Jennifer LaGarde
Jose F Peralez III
Julia Dweck
KinderGals
KultureCity
L & A Professional Services, LLC
LaRae Infinity
Learning Forward Texas
Life Space Crisis Intervention
LYN Capital
Math Unity LLC (John Hodgens)
Millennium Learning Concepts
Monica Isabel Martinez
n2y, LLC
Nasco (Nasco Education LLC)
Oaktree Products (Oaktree Products, Inc.)
Professional Development Network, LLC
Reif Education Consulting
Rockalingua
Rutledge Development
s3strategies
SAS Institute
Shake Up Learning
Social Studies Success
Space City Brass
Spalding Education
Supporting Success for Children with Hearing Loss Inc.
TechChef4u LLC
The Hanover Research Council LLC
The Howard Group Inc.
The Infused Classroom (Holly Clark Educational Consulting)
The Madison Institute (d.b.a. TMI Education)
The Phonics Dance (Virginia A. Dowd dba The Phonics Dance)
The Semicolon Group PLLC
Timothy Rasinski LLC
Tunstall's Teaching Tidbits LLC
Workers Assistance Program

**21-07-2010RFP-3**

AMN Allied Services, LLC

Amplify Education, Inc.
Amy Abbott at Music a la Abbott
Appelbaum Training Institute
Bach To Braille
Blend Education, LLC
Boys Town
Brian Fincher
Chad Hymas Communications, Inc.
Chelsea Edwards
ChildBuilders
Children at Risk
Classwork Co (DBA Classkick)
CompHealth Medical Staffing (CHG Medical Staffing, Inc.)
Courtney Coffman
Debbie Woltman
Destyne Miller
ditchthattextbook
EC Counseling and Wellness
EducatorsHandbook.com
Educopilot, LLC
Eve Robinson
Executive Speakers Bureau, Inc.
Fluidity Software, Inc.
Foldscope Instruements, Inc.
Glenis Redmond
Heggerty Phonemic Awareness ( Literacy Resources, LLC)
Janet Corder
Jenallee, LLC
Joan Gore
Just Say Yes
Kieschnick and Associates, LLC (Weston Kieschnick)
KOGNITO SOLUTIONS, LLC
Kreuz Consulting Group, LLC
Lead Your Literacy Consulting
Mariachi Unlimited
MIND Research Institute
National Recruiting Consultants
Nelson Consulting, Inc.
Paige Clarke
Pivot Interactives
PresenceLearning
ProCare Therapy (New Directions Solutions, LLC)
Read, Write and Think
Schoolhouse Educational Services
Stuttering Therapy Services & Seminars
Tannenbaum Tech LLC
Teachers' Curriculum Institute (TCI)
TexMex Gardener
The Applied EQ Group P.L.L.C
The Math Learning Center
Theatre Avenue
Thom Gibson Media LLC
Thomas DEI Consulting (Always Writing 4 U)
Tools 4 Reading LLC
Transition Curriculum Inc.
Winn's Career Education, Inc.
Zaner-Bloser, Inc.

**22-07-2010RFP-2**

A3 Psychoeducational Assessment LLC
Aaron Boyce
Amplyus, LLC dba miniPCR bio
Ashley Eckermann
Authors Unbound Agency (Unbound Events, Inc.)
Ben Elyon Assessment & Support Services, PLLC
Beyond Social Skills
Bob Shea
Box Cars and One-Eyed Jacks
Brian Balmages
Brown Dog Gadgets
Bryce Heigle
Carrie Baughcum

Chase Young
Cheryl Vaughan
Children's Museum Houston (Children's Museum, Inc.)
Christopher Denise
ConnectEDD (Jeffrey Zoul) 09/30
Crisis Prevention Institute, Inc.
Daniel Ray Smith Jr
Darynda Klein Educational Consulting LLC
David Bowles
Deborah C McCart
Debra Monroe
Del Alma Publications, LLC
DeltaMath Solutions Inc
Discipline Associates LLC-(Brian Mendler)
Discovery Education Inc.-(Discovery Education, Mystery Science, Inc., Mystery Science, Pivot Interactives SBC, Pivot Interactives)
DLW Storyteller, Inc.
Dr. Mike!
Drew Brockington (JBrock LLC)
EducationHall, LLC (Peter Hall)
EduMarking USA
Securly, LLC
Elevate Educational Services, PLLC
Emily Lucas
Enviroscape c/o JTA Inc.
Estrellita, Inc.
Fairview Learning, LLC
Fear Free, LLC
Five Star Technology Solutions-(James H. Benson)
Freddie Buckner
Gander Publishing
Gimkit, Inc.
Gold EDU, LLC
Gretchen Bernabei, Trail of Breadcrmbs, LLC
Highpoint Signs & Apparel-(HPAM Sign Pro,LLC.)
Houston Achievement Place
Houston Astros, LLC
I Love to Read in Spanish, LLC
Inspiring Solutions
International Code Council, Inc.
Jim The Rookie Morris
Jose Longoria
Julie D Derges
Julissa Y Chapa
Katherine Dale
Katie Cross
Kelly Boswell
Kent Julian - (Live It Forward LLC)
Kindermusik International, Inc.
Lab-Aids, Inc.
Laura Cabrera
Laura Grayson
Lauren Summa
Lead Your School ( Blue Daisy Consulting, LLC)
lead4ward, LLC
Literacy Strategies Consulting, LLC - (Jennifer Serravallo)
Mandi Tolen
Manners Respect Athletics
Marisela Alaniz
Maxim Staffing Solutions (Maxim Healthcare Services)
McREL International
Mindset Works, Inc.
Human Artchitects LLC (Miranous Coaching and Consulting)
N2 Learning, L C
Nancy Larson Publishers, Inc.
ORIGO Education, Inc.
PATH Education Consulting, LLC
Paul Cimini
PBIS Rewards ( Motivating Systems, LLC)
Phonics Q
Physics Classroom, LLC

Play to Learn Preschool, LLC
PRO-ED, INC
PUSH Next Level Leadership
Rachel's Challenge
Red Pepper Software
Royale Management Group, LLC (Go Green BMX Show)
Safe and Sound: A Sandy Hook Initiative, Inc
Sam Houston State University - (Rachell Haines)
Seidlitz Education
Shaolin Kung Fu Academy-(Hao Cheng)
Shari Murphy - Quantum Learning, LLC
Shelby Jennings
Sibme ( Dos Terra LLC)
Sowash Ventures, LLC-(John R Sowash)
STEM Experts
SuperMercado Comics-(Yehudi Mercado)
Tang Math, LLC
Team Nikic, Inc.
Tenet Leadership
The Flippen Group, LLC (Capturing Kids Hearts) (www.flippengroup.com)
The IEP Boss
The Library Voice-(Shannon Miller)
The Master Teacher, Inc.
The Ron Clark Academy INC
Think Social Publishing, Inc.
Thomas C. Murray, LLC-(Thomas Christian Murray)
Top Youth Speakers (Josh Shipp Productions, LLC)
Tumy Consulting, LLC
Vegepod LLC
William H. Sadlier
William MacDonald
Young Audiences of Houston

**23-07-2010RFP**

Accountable Healthcare Staffing
Altis Rapid Mastery - (Altis Capital Development, Inc.)
Annette Breaux
Around Town OT, PLLC
ARTreach
ASCD-(Association for Supervision & Curriculum Development)
Avant Assessment, LLC
Aya Healthcare, Inc
Barbara Cargill
Barbara O'Connor
Bilingual Dictionaries, Inc.
Bocal Majority Bassoon Camp, LLC
Books By Mail DBA The Twig Book Shop
BridgeYear
Bridget Heos
Bullseye LLC
Can You Hear Me Now
Capitalize Data Analytics LLC
Techie Cari-Cari Orts
Carlene Thomas Consulting LLC
CDP Publishing
Cecilia Lara
Center for Collaborative Classroom
Chris C Speaks
Class Tech Tips, LLC
ComedySportz Houston-(B&C Entertainment)
Contracts@catch.org - (CATCH Global Foundation)
Corwin Press, Inc
Covenant Communications
Crabtree Coaching Collaborative
Darlene Scheffler
District Management Group, LLC
Dr. Carrie S. Culter
Drum Cafe South
DSD Professional Development - (Datasite Designs)
Educational Leadership Consultants
EEEK Science, LLC.
Elizabeth Martin

Eric Cupp
Essential Elements Music Class-(Hal Leonard, LLC)
Forde-Ferrier, LLC
friEdTechnology
Gabe Salazar Motivational Services LLC
Gainful Learning dba Huntington Learning Center Cypress
Graham Speech Therapy, LLC
H. Russ Brown
Hardy Livestock Services
Harris County Department of Education
Heinemann (Greenwood Publishing)
Houghton Mifflin Harcourt Publishing Company
iSphere Innovation Partners
Jan Miller Burkins Consulting LLC
Jo Mascorro
Joe McKinney
Karen D. Tanner
Karen Lowery
Kathy Culmer, Storyteller
KickUp, Inc.
Kirby Larson LLC
Koesel Consulting
LaFleur Leadership Institute
Liborio Consulting LLC
Little Beakers
little Scientists inc. DBA Madscience of Houston
Main Street Theater
MaKr U LLC
MasterWord Services, Inc
Math Link Consulting
Matt Wester
Maryella N Stevens
Mental Health America of Greater Dallas
MiraVia, LLC
Musicplay USA (JJ and Me, Inc.)
National Inventors Hall of Fame
Newton Education Solutions
Noodle Nook, LLC
Order My Steps
Paperpops
Pinwheel Therapy LLC
Premiere Speakers Bureau, Inc
Prismatic Magic LLC
Project ACHIEVE Incorporated/Project ACHIEVE Press
Plank Road Publishing
Ready to Grow Gardens
Richard Condit
Robert A. Lane
Rooted Linguistics, LLC
Ross Burach- (The RIBS Group LLC)
Ruben Speaking LLC
Safe2help
Saucier Educational Consulting
Scale Warehouse and More
Science interactive Group, LLC
Shonda Guthrie Consulting
SLP SCHOOL STAFFING
Snap! Raise - (Snap! Mobile, Inc.)
Soliant Health
Speak Life Enterprises, LLC
Stephen R. Swinburne Children's Books
Sunbelt Staffing
SURGE Team Building
Susan M. Catlett
Susan Stevens Crummel
Swivl Inc
Tami West, PhD
Tarver Academy
Taylored Therapy Solutions, PLLC
Techie Cari-Cari Orts
Texas Snakes & More

The Curriculum Project
The Jon Gordon Companies
The Science Penguin Inc.
The Science Toolkit, LLC
The Stepping Stones Group LLC
Therapy Consultants - (MedPerm Placement Inc.)
Toni Simmons, storyteller
Tony Vincent, Inc.
Tynker-(NEURON FUEL INC)
www.ultimatedrillbook.com
Unite DFW (Unite Greater Dallas)
VALIDATE ME! LLC
Western Psychological Services (WPS)
Whole Phonics, Inc.
WildAboutLearning LLC
Zearn

| **24-07-2010RFP** |
| --- |

Will be issued on July 1, 2024.

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

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

**Date:** **May 15, 2024**

**Re:** **District Fundraiser Services**
**Annual Contract #24-07-2020R-RFP**

Solicitations will be received on a continual basis as advertised and specified through June 30, 2025 for **Annual Contract #24-07-2020R-RFP District Fundraiser Services**.

| | |
|---|---|
| **Recommendation:** | **Approve all vendors listed and vendors added throughout the solicitation period.** |
| **Funding:** | **Multiple Funds** |
| **Estimated Annual Expenditure:** | **$1,100,799.40** |
| **Contract Term:** | **July 1, 2024 - June 30, 2025** |
| **Renewal:** | **3 Years** |

HB

| 21-04-2020RFP |
|---|
| 99Pledges |
| ABI / The Poinsettia People |
| Adrenaline Fundraising |
| Adrenaline Fundraising |
| All Out Graphics |
| Awesome Events |
| Bahama Buck's |
| Bazzini LLC |
| Best In Class School Supplies |
| BHG Printing for Success |
| Big Kahuna Fundraising |
| Bloom for Good |
| BookFair.org |
| Boon Supply |
| Booster Enterprises, Inc. |
| Bull Market Promotions |
| Bull Shirts Inc. |
| C.C. Creations |
| Cash Cow Fundraising, LLC |
| Charleston Wrap |
| Cherrydale Fundraising |
| Chick-Fil-A (6175 Hwy 6 N.) |
| Coastal Fundraising Concepts, Inc. |
| Color Me Mine Cypress |
| Community Philanthropic Ventures (CPV) / Power of Purpose (POP) |
| Design a Tee of Fort Bend |
| Educational Products, Inc. |
| Events by ABA |
| Fajita Pete's (Fry Road) |
| Finish Line Promotions |
| First Choice Fundraising |
| Fredericksburg Farms Fundraising |
| Fresh Country Fundraising |
| Fundraising University |
| Gandy Ink |
| Get Movin' Fundraising |
| Graphics Store |
| id Screen Print |
| Jason's Deli |
| Java Joe's Fundraising |
| Joysticks Mobile Video Game Theater |
| JPL Entertainment |
| Jumping Fiesta Rentals |
| Kim's Tea House |
| Kona Ice of Houston |
| Legacy Fundraising |
| Living Earth |
| Lone Star Parties, LLC |
| Mackey's Kitchen to Yours |
| Mark Klingaman Fundraising |
| Nothing Bundt Cakes -Fry RD |
| Nothing Bundt Cakes -Louetta RD |
| Old Fashion Candy Company |
| Original Works |
| Ozark Delight Candy Company |
| Papa Murphy's Take N Bake Pizza |
| Pep Wear, LLC |
| Peppermint Village Gift Shop |
| Pheido Advertising |

| |
|---|
| Polar Bear Tees, Inc. |
| Promotional Studio LLC |
| Raise Craze |
| RAM Specialty Products |
| Read-a-thon.com |
| Read-a-thon.com/ Love My Library |
| ReadySetFund |
| Right Response Fundraising |
| Scholastic Book Fairs |
| School Spirit Vending |
| Seitz Funraising |
| Sign Solutions, Inc |
| Signature Fundraising, Inc. |
| Skye Cafe |
| Spirit Worx |
| Spirit Yard Signs |
| Spring Creek Companies |
| Spring Creek Growers, Inc. |
| Spring Party Rentals |
| Stanton Meats |
| Sunline T-Shirt Company |
| T3 Promotions |
| Team Driven Fundraising |
| Team Funded |
| Texas Jump N Splash |
| Texas Music Festivals |
| Texas Roadhouse |
| The Brookwood Community |
| The Goodies Factory |
| The Rooster Food Truck |
| Thread Art |
| TMB Screen Printing & Embroidery |
| Top Choice Party Rentals, LLC |
| Trademarks Promotional Products |
| Urban Air Inc, (NW Houston) |
| Vertical Raise |
| Whataburger |
| Willie's Grill & Icehouse |
| World's Finest Chocolate |

| **22-07-2020R-RFP** |
|---|
| 1st Place Spirit Wear |
| C & C Sports & Apparel LLC |
| Century Resources LLC |
| Chick-Fil-A (290/Spring Cypress) |
| Chick-Fil-A (Fairfield Towne Center) |
| Clint & Sons |
| Concourse Team Express |
| Crust Pizza Cypress |
| Diamond 360 Photo Booth |
| ESF Fundraising of Texas |
| Fan-Pledge, LLC |
| Half Baked |
| Harvey Harv Productions |
| Houston Poly |
| Houston Trackless Train |
| Incredevents LLC |
| Juanita's Mexican Kitchen |
| Krazydog |

| |
|---|
| Lisa's Rolling Video Games |
| Madi About Cakes |
| Nanas Popcorn & More, Inc |
| Photo Texas Photography |
| Powered By Sound |
| Pride & Recognition |
| Promo Retailer |
| Roadgamers, LLC |
| Scents of Soy |
| Speed Stacks, Inc |
| Sportee Ink |
| Square 1 Art, LLC |
| Widdy Up, Inc. |
| Yeti Sno |
| Yogurtland (Fairfield) |

| **23-07-2020R-RFP** |
|---|
| Adventure Dash Fun Run |
| Adventure Kids Playcare Cypress |
| Aim Fundraising |
| Bear Creek Roller Rink |
| Big Texas Custom Events |
| Career Educators |
| Chick-Fil-A (Grant & Spring Cypress) |
| Chick-Fil-A (Towne Lake) |
| Chuck E. Cheese |
| ClickBid, LLC |
| Club's Choice |
| Creekwood Grill |
| Crowd Pleasers Dance |
| Custom Fundraising Solutions -Houston West |
| D. Zine Graphics |
| Deanan Gourmet Popcorn |
| Epic Fundraising, LLC |
| Eskimo Hut |
| Flags with Pride |
| Frios Gourmet Popsicles |
| Fully Promoted |
| Global Scarves, LLC |
| Gold Medal Photography |
| Gong Cha -Jersey Village |
| Highpoint Signs & Apparel |
| JMS Fundraising |
| Kendra Scott |
| KNJ Entity, LLC |
| KREDO Inc. |
| Literati Book Fairs |
| Local Table -Cypress |
| M & M Apparel |
| Manny's Pizza & Pasta |
| Marco's Pizza (16949 N. Eldridge location) |
| MOD Super Fast Pizza<br>25680 NW FWY, Cypress Towne Center |
| Nick's Inflatafun Party Rentals |
| Nordstrom Ascension Dance LLC |
| Papa John's Pizza |
| Poparazzi's Popcorn LLC |
| Quench It Soda |

| |
|---|
| Raising Cane's<br>26302 NW FWY, Cypress<br>8956 Barker Cypress Rd. Cypress<br>6015 Hwy 6 N, Houston<br>12345 FM 1960 W. Houston |
| Schoolfundr Inc. |
| Schoolstore.com / Reading for Education |
| ShowTime International |
| SoFul Soul Food Mobile Truck |
| TCBY |
| USA Fundraisers |
| USA Fundraisers |
| Whey To Go Mobile |
| Wlack & Bhite |

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MEMORANDUM

To: James Briscoe, Director of Procurement Services
From: Kay Alarcon, Assistant Director of Procurement Services

Subject: District Fundraiser Services Overall Evaluation and Award

I am writing this memo to explain the overall evaluation and award in the District Fundraiser Services RFP. The suppliers are awarded throughout the open period of the solicitation and selected based on their reputation, quality of goods or services, and other pre-established criteria as published on the solicitation.

Additionally, the suppliers must meet the requirements set forth by the Department of General Administration including previous successful Texas School District experience, goods or services are suitable for marketing in the District, sufficient profit potential, no conflict of interest by their relationship with a District employee, and goods or services have no direct conflict with any current District contracts and/or contracted items.

The General Administration Department makes the determination of the award and identify the supplier on a roster distributed to each campus. The campus makes the final selection on which awarded fundraising supplier meets their needs.

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

Kay Alarcon

Kay Alarcon
Assistant Director of Procurement Services, CFISD

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

**From:** **Suzy Hunter**
**Nutrition Services Director**

**Date:** **May 16, 2024**

**Re:** **Farm to School Produce for Nutrition Services**
**Contract #24-07-3425**

The following bids were received and opened at 1:00 p.m., Friday, April 12, 2024, as advertised and specified in documents concerning **Contract #24-07-3425 Farm to School Produce for Nutrition Services.** The bids received are located on pages 2-4.

[a] Overall best value to the District.
[b] Does not offer best value to the District.
[c] No award.

| | |
|---|---|
| **Recommendation:** | **Brothers Produce Inc.** |
| **Funding:** | **Multiple Funds** |
| **Estimated Expenditure:** | **$72,012.50** |
| **Contract Term:** | **July 1, 2024 - December 31, 2024** |
| **Renewal:** | **6 Months** |

pm

**Line 1 Apples, Small, Sweet, Crisp, Tart**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1000 | 1000 | CS | $1.02 | $40.95 | b |
| **Brothers Produce Inc.** | **1584** | **1000** | **CS** | **$1.05** | **$42.00** | a |

[c] **Line 2 Berries, Blueberries, Blackberries, Raspberries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1001 | 50 | CS | $3.74 | $29.95 |

**Line 3 Broccoli, for fresh florets or roasting**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1002 | 50 | CS | $0.88 | $15.95 | b |
| **Brothers Produce Inc.** | **2759** | **50** | **CS** | **$1.10** | **$22.00** | a |

[c] **Line 4 Broccoli Florets**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1003 | 50 | CS | $3.36 | $50.44 |

**Line 5 Cabbage, Green**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1004 | 50 | CS | $0.37 | $18.95 | b |
| **Brothers Produce Inc.** | **1045** | **50** | **CS** | **$0.42** | **$19.00** | a |

[c] **Line 6 Cabbage, Green, Shred**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1004A | 50 | CS | $1.05 | $21.18 |

[c] **Line 7 Carrot, Orange**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1006 | 50 | CS | $2.90 | $14.50 |

[c] **Line 8 Carrot, Orange, Coins or Sticks**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1007 | 50 | CS | $2.40 | $48.00 |

[c] **Line 9 Carrot, Rainbow**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1008 | 50 | CS | $4.50 | $22.53 |

[c] **Line 10 Carrot, Rainbow, Coins or Sticks**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1009 | 50 | CS | $2.00 | $40.00 |

[c] **Line 11 Cauliflower, Multi-color**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1010 | 50 | CS | $1.60 | $28.95 |

[c] **Line 12 Cauliflower, Multi-color, Florets**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1011 | 50 | CS | $4.58 | $55.00 |

**Line 13 Cauliflower, White**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1012 | 50 | CS | $1.11 | $20.00 | b |
| **Brothers Produce Inc.** | **2761** | **50** | **CS** | **$1.22** | **$22.00** | a |

[c] **Line 14 Cauliflower, White, Florets**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1013 | 50 | CS | $3.79 | $45.55 |

[c] **Line 15 Cucumbers**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1014 | 50 | CS | $0.66 | $13.28 | |

**Line 16 Grapefruit**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1015 | 100 | CS | $0.74 | $29.95 | [b] |
| **Brothers Produce Inc.** | **459** | **100** | **CS** | **$0.97** | **$38.75** | [a] |

[c] **Line 17 Grapefruit, Rio Red**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1016 | 50 | CS | $1.66 | $29.95 |

[c] **Line 18 Green Beans, for eating raw**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1017 | 50 | CS | $2.66 | $8.00 |

[c] **Line 19 Green Beans**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1018 | 50 | CS | $2.66 | $53.20 |

**Line 20 Kale**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **2762** | **50** | **CS** | **$1.20** | **$24.00** | [a] |
| Walnut Creek Farm | HCFV1019 | 50 | CS | $1.20 | $24.00 | [b] |

[c] **Line 21 Kale, Sliced, off the stem**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1020 | 50 | CS | $1.20 | $24.00 |

**Line 22 Oranges, Large, Low Blemish, to be served sliced with skin on**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1021 | 50 | CS | $0.59 | $23.78 | [b] |
| **Brothers Produce Inc.** | **1464** | **50** | **CS** | **$0.97** | **$38.75** | [a] |

[c] **Line 23 Oranges, Specialty, Blood Orange, Kara Kara, Satsuma, Clementines**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1022 | 200 | CS | $1.00 | $40.00 |

**Line 24 Peaches, Yellow Flesh**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1023 | 50 | CS | $1.40 | $35.00 | [b] |
| **Brothers Produce Inc.** | **1861** | **50** | **CS** | **$1.68** | **$42.00** | [a] |

**Line 25 Potatoes, Red, Large, Grade A**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **2763** | **50** | **CS** | **$0.50** | **$25.00** | [a] |
| Walnut Creek Farm | HCFV1024 | 50 | CS | $0.50 | $25.00 | [b] |

[c] **Line 26 Potatoes, Sweet**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|

[c] **Line 27 Root Vegetables**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1026 | 50 | CS | $1.29 | $25.95 |

[c] **Line 28 Root Vegetables, Sliced or Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1027 | 50 | CS | $1.29 | $25.95 |

[c] **Line 29 Salad Greens, Mixed, Hydroponic**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1028 | 100 | CS | $2.62 | $7.86 |

[c] **Line 30 Strawberries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1029 | 50 | CS | $3.75 | $30.00 |

[c] **Line 31 Tomatoes, Small, Grape or Cherry**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1030 | 50 | CS | $1.00 | $25.00 |

**Line 32 Watermelon, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1031 | 1500 | CS | $0.48 | $10.50 [b] |
| **Brothers Produce Inc.** | **91290** | **1500** | **CS** | **$0.92** | **$11.00** [a] |

[c] **Line 33 Watermelon, Cubes**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | HCFV1032 | 1500 | CS | $2.10 | $10.50 |

[c] **Line 34 Additional Items - Fresh Fruit**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|

[c] **Line 35 Additional Items - Fresh Vegetable**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|

* HEB Grocery Company disqualified. No pricing and nutritional information was provided.

**Cypress-Fairbanks Independent School District**
**Nutrition Services Department**
11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 5/16/2024
RE: Farm to School Produce for Nutrition Services 24-07-3425

The purpose of this memo is to explain the evaluation scoring for the Farm to School Produce for Nutrition Services 24-07-3425 bid. The vendor(s) awarded scored the highest per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria includes purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal including, but not limited to, nutritional value, ingredients, pack size, shelf life, minimum shipment amount, domestic availability, frequency of delivery, and lead time. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

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

Sincerely,

Suzy Hunter

Suzy Hunter
Nutrition Services Director

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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**To:** **Paula Ross**
**Assistant Superintendent of Technology Services and Information Systems**

**From:** **Kim Bowlin**
**Assistant Director, Technology Support Services**

**Date:** **June 17, 2024**

**Re:** **Leave Management Software #21-06-7190R-RFP**

The original proposals were received and opened at 2:00 p.m., Monday, April 5, 2021, as advertised and specified in documents concerning proposal **#21-06-7190R-RFP Leave Management Software**. The CFISD board approved the original contract on June 24, 2021. The amendment is located on page 2.

| | | | |
|---|---|---|---|
| **Recommendation:** | **AbsenceSoft, LLC** | | |
| **Funding:** | **Multiple Funds** | | |
| **Estimated Expenditure:** | **$124,550.00** | **Year 4** | **2024-2025** |
| | $124,550.00 | Year 5 | 2025-2026 |
| | $124,550.00 | Year 6 | 2026-2027 |
| | **$373,650.00** | **3 Year Contract Term Total** | |
| | $54,584.04 | 90 Day Optional Renewal | |
| | $122,875.20 | Contingency | |
| | $177,459.24 | Optional Total | |
| | **$551,109.24** | **Grand Total** | |
| **Contract Term:** | **June 28, 2024 - June 27, 2027** | | |
| **Renewal:** | **One (1) Optional 90 Day Term** | | |

na

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AbsenceSoft

**AMENDMENT NO. 1 To the SaaS Agreement**

The terms of this Amendment No.1 ("**Amendment**") effective on June 28, 2024 (the "**Amendment Effective Date**") shall amend the terms of that certain Cypress Fairbanks Independent School District ("**Customer**") and AbsenceSoft, LLC ("**AbsenceSoft**"), (collectively, the "**Parties**") with a contract effective date of June 28, 2021, as signed on June 28, 2021 (the "**Agreement**"). Any capitalized terms that are undefined in this Amendment shall have the meanings as ascribed in the Agreement or the Engagement Schedule. This Amendment is subject to and fully incorporated into the Agreement.

The Parties agree to amend the Agreement as follows:

I. Section 16.1 is deleted and replaced as follows:

This Agreement shall become effective on the Effective Date and shall be valid for a period of thirty-six (36) months (the "Amended Term"). After the expiration of the Amended Term, this Agreement may be renewed for one additional ninety (90) day term ("Renewal Term") by written mutual agreement of the parties at least 30 days in advance of the expiration of the Amended Term.

Following the Amended Term, the fees for the AbsenceSoft Platform and any related Support Services (the "Subscription Fees") shall remain the same as those in effect during the prior term unless otherwise agreed upon in writing by both Parties. Any agreed-upon increase would not exceed an amount equal to 0.753 percent, rounded up to the nearest whole cent, PEPM.

II. Section 18, the product/modules table is amended and add as follows and is effective as of June 28, 2024:

| Product | Quantity* | Base Rate | Net Price |
|---|---|---|---|
| **Core Portal (FMLA - LOA)** | 17,015 | $0.70 PEPM<br>Discounted to:<br>$0.55 PEPM | $112,299 |
| **Employee Self Service (ESS)** | 17,015 | $0.15 PEPM<br>Discounted to:<br>$0.06 PEPM | $12,251 |
| **Accommodations (ADA)** | 17,015 | $0.20 PEPM<br>Discounted to:<br>$0.00 PEPM | $0.00 |
| **Worker Compensation (WC)** | 17,015 | $0.15 PEPM<br>Discounted to:<br>$0.00 PEPM | $0.00 |
| | | Total Product/Module Pricing | **$124,550** |

Customer agrees that it is only entitled to the products, modules, and services listed above. An amendment to this Agreement is required if Customer seeks to obtain new Services (including any related functionality).

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AbsenceSoft

* Customer agrees to pay for the applicable PEPM for Quantity ("Initial Maximum Employees") set forth above annually in advance. Customer further agrees that if the number of employees exceeds the Initial Maximum Employees by 10% for more than three months during the Term, (a) AbsenceSoft shall invoice, and Customer shall pay, for such excess use at rate equal to the applicable fees for such additional usage per the tranche set forth above multiplied by the number of months remaining in the then current annual period, and (b) such new number of Employee Users rounded up to the nearest 500 Employee Users shall become, and Customer agrees to pay the applicable fees for such Initial Maximum Employee Users (invoiced upon the anniversary of the Effective Date), for the remainder of the Term.

Except for the changes stated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect until such terms and conditions are amended, modified, or terminated pursuant to the Agreement. This Amendment shall only become effective on the Amendment Effective Date, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Amendment is executed by both Parties. If this Amendment is signed by AbsenceSoft, but not countersigned by the Customer within 30 days after the date of AbsenceSoft's signature, this Amendment shall be deemed not to have been signed by AbsenceSoft and shall have no effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. A version of this Amendment signed and transmitted by .pdf or electronic copy shall have the same binding effect as an original signature.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**Cypress Fairbanks Independent School District**

By: _____

Name: _____

Title: _____

Date: _____

**Absence Soft, LLC**

By: Jimmy Gulick
2139DA9D6247477...

Name: Jimmy Gulick

Title: CFO

Date: 5/9/2024

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:** **May 3, 2024**

**Re:** **Medicaid & Student Health Related Billing Services (SHARS)**
**Annual Contract #24-06-5362RFP**

Bids were received and opened at 10:00 a.m., Thursday, April 24, 2024, as advertised and specified in documents concerning **Annual Contract #24-06-5362RFP Medicaid & Student Health Related Billing Services (SHARS).**

| | | |
|---|---|---|
| **Recommendation:** | **MSB School Services, LLC** | |
| **Funding:** | **SHARS Funds** | |
| **Estimated Expenditure:** | **$125,000.00** | Annual Administration Fee |
| | **$30,000.00** | Unlimited Workshop /Training Fee |
| | **$293,259.60** | Licensing Fee |
| | **$154,564.96** | Cost Report Services: 1.75% |
| | **$602,824.56** | Estimated Total for 2024-2025 |

kj

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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Barbara Levandoski
Assistant Superintendent for Educational Support Services

To: James Briscoe
Director of Procurement

From: Barbara Levandoski
Assistant Superintendent for Educational Support Services

Date: May 31, 2024

RE: Medicaid & Student Health and Related Services Billing
Request for Proposal #24-06-5362
Contract Award Recommendation

CC: Dr. Linda Macias, Chief Academic Officer
Karen Smith, Chief Financial Officer

The district received five (5) proposals for RFP#24-06-5362 on April 25, 2024, from interested providers for Medicaid & Student Health Related Billing Services. Proposals were received from the following companies: Houston Independent School District-Medicaid Finance and Consulting Services, MSB School Services, LLC, Onward Learning (Texas Special Education Software Solutions, LLC), Public Consulting Group, and Texas State Billing Services.

A contract is needed to provide a full-service electronic solution for Medicaid & Student Health and Related Billing Services. The awarded provider must be able to maximize reimbursements and minimize administrative burden while also offering training to staff and ensuring compliance. The awarded system must be user friendly with consideration of additional teacher/staff time and workload. Additionally, it must fully integrate with the current CFISD Special Education Management System.

A four-member committee consisting of both the finance and special education departments individually reviewed each proposal. The following CFISD employees participated in the process: Karin Olsen, Assistant Director for Student Appraisal; Jennifer Hurt, SHARS/MAC Specialist, Melissa McAnear, Director of Business Services, and Patti Sanford, Accountant IV.

Based on the proposals submitted and the evaluation criteria set forth in the RFP, we recommend MSB School Services, LLC for award with a contract term of July 1, 2024 through June 30, 2025, with the option to renew for 4 years.

If you should have any questions or concerns, please do not hesitate to contact me at 281-897-6421.

Regards,
Barbara Levandoski

## 24-06-5362-RFP Medicaid & Student Health Related Billing Services (SHARS)

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Evaluator 4 | Average Score | Ranking |
|---|---|---|---|---|---|---|
| Texas State Billing Service | 62.00 | 50.40 | 38.00 | 30.50 | 45.23 | 5.00 |
| Public Consulting Group | 58.60 | 74.40 | 33.00 | 33.00 | 49.75 | 4.00 |
| Onward Learning (Texas Special Education Software Solutions, LLC) | 60.80 | 84.50 | 34.00 | 65.20 | 61.13 | 2.00 |
| Medicaid Finance and Consulting Services (Houston Independent School District) | 63.70 | 69.40 | 25.00 | 45.50 | 50.90 | 3.00 |
| MSB School Services, LLC | 78.60 | 85.80 | 100.00 | 75.70 | 85.03 | 1.00 |

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

**From:** **Suzy Hunter**
**Nutrition Services Director**

**Date:** **May 16, 2024**

**Re:** **Produce for Nutrition Services**
**Contract #24-07-3680**

The following bids were received and opened at 1:00 p.m., Friday, April 12, 2024, as advertised and specified in documents concerning **Contract #24-07-3680 Produce for Nutrition Services.** The bids received are located on pages 2-13.

[a] Overall best value to the District.
[b] Does not offer best value to the District.
[c] No award.

| | |
|---|---|
| **Recommendation:** | **Brothers Produce Inc.**<br>**Hardies Fresh Foods (Dairyland Produce, LLC)**<br>**Labatt Food Service LLC** |
| **Funding:** | **Multiple Funds** |
| **Estimated Expenditure:** | **$2,519,166.50** |
| **Contract Term:** | **July 1, 2024 - December 31, 2024** |
| **Renewal:** | **6 Months** |

pm

**Line 1 26033 - Apples, Fuji, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **10930** | **50** | **CS** | **$0.83** | **$33.00** [a] |
| Walnut Creek Farm | WV2002 | 50 | CS | $0.88 | $35.00 |

**Line 2 26037 - Apples, Gala, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **2141** | **5000** | **CS** | **$0.83** | **$33.00** [a] |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 7066 | 5000 | CS | $0.85 | $34.00 |
| Walnut Creek Farm | WV2006 | 5000 | CS | $0.88 | $35.47 |

**Line 3 26020 - Apples, Granny Smith, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **00058** | **4000** | **CS** | **$0.95** | **$38.00** [a] |
| Brothers Produce Inc. | 1452 | 4000 | CS | $0.98 | $39.00 |
| Walnut Creek Farm | WV2003 | 4000 | CS | $1.05 | $42.00 |

[c] **Line 4 26000 - Apples, Green, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFF1001 | 50 | CS | $3.10 | $15.50 |

**Line 5 26036 - Apples, Honeycrisp, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **90835** | **50** | **CS** | **$0.98** | **$39.00** [a] |
| Walnut Creek Farm | WV2004 | 50 | CS | $1.05 | $38.00 |

**Line 6 26023 - Apples, Pink Lady, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2005 | 50 | CS | $0.87 | $34.95 [b] |
| **Brothers Produce Inc.** | **1096** | **50** | **CS** | **$0.90** | **$36.00** [a] |

[c] **Line 7 26010 - Apples, Red, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFF1002 | 50 | CS | $3.10 | $15.50 |

**Line 8 26050 - Apples, Red, Sliced, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WC5456 | 20000 | CS | $0.28 | $28.00 [b] |
| Labatt Food Service LLC | 3215003 | 20000 | CS | $2.28 | $28.47 [b] |
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **14104** | **20000** | **CS** | **$2.28** | **$28.50** [a] |
| Brothers Produce Inc. | 3564 | 20000 | CS | $2.34 | $29.25 |

**Line 9 26030 - Apples, Red Fancy, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1835** | **50** | **CS** | **$0.75** | **$30.00** [a] |
| Walnut Creek Farm | 2007 | 50 | CS | $0.78 | $31.00 |

[c] **Line 10 25000 - Asparagus, Large**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2001 | 50 | CS | $2.23 | $24.57 |
| Brothers Produce Inc. | 177 | 50 | CS | $4.00 | $44.00 |

**Line 11 25011 - Avocado, Haas, Large**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | 2008 | 50 | CS | $0.83 | $20.00 [b] |
| **Brothers Produce Inc.** | **22199** | **50** | **CS** | **$1.30** | **$26.00** [a] |

[c] **Line 12 26061 - Bananas, Stage 4-5, Premium #1**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFB1001 | 15000 | CS | $0.57 | $23.00 |
| Brothers Produce Inc. | 1001 | 15000 | CS | $0.61 | $24.50 |

[c] **Line 13 26061 - Bananas, Stage 7, Premium #1**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFB1002 | 100 | CS | $0.57 | $23.00 |
| Brothers Produce Inc. | 1001 | 100 | CS | $0.61 | $24.50 |

**Line 14 27000 - Basil, Fresh**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2009 | 500 | CS | $8.40 | $8.40 [b] |
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **01306** | **500** | **CS** | **$8.50** | **$8.50** [a] |
| Brothers Produce Inc. | 91775 | 500 | CS | $9.00 | $9.00 |

**Line 15 25020 - Beans, Green, Trimmed**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1004 | 50 | CS | $2.00 | $20.00 [b] |
| **Brothers Produce Inc.** | **1074** | **50** | **CS** | **$2.70** | **$27.00** [a] |

[c] **Line 16 Berries, Mixed, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Brothers Produce Inc. | 3335 | 50 | CS | $13.34 | $166.75 |

**Line 17 26102 - Blackberries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2010 | 4000 | CS | $0.22 | $24.00 [b] |
| **Brothers Produce Inc.** | **1026** | **4000** | **CS** | **$6.44** | **$29.00** [a] |

**Line 18 Blueberries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | JR2019 | 50 | CS | $3.21 | $28.95 [b] |
| **Brothers Produce Inc.** | **1018** | **50** | **CS** | **$6.44** | **$29.00** [a] |

[c] **Line 19 Blueberries, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|

**Line 20 25032 - Broccoli Florets**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1007 | 500 | CS | $1.97 | $23.70 [b] |
| **Brothers Produce Inc.** | **2865** | **500** | **CS** | **$1.98** | **$23.75** [a] |
| Labatt Food Service LLC | 9812520 | 500 | CS | $2.34 | $28.10 |

**Line 21 25115 - Broccoli Florets, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1008 | 50 | CS | $0.33 | $35.04 [b] |
| **Brothers Produce Inc.** | **2386** | **50** | **CS** | **$3.50** | **$41.00** [a] |

**Line 22 25042 - Broccoli Slaw**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1009 | 50 | CS | $1.43 | $17.15 [b] |
| **Brothers Produce Inc.** | **1358** | **50** | **CS** | **$2.45** | **$29.35** [a] |

**Line 23 25050 - Cabbage, 3-Way, Chopped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1011 | 200 | CS | $0.74 | $14.80 [b] |
| **Brothers Produce Inc.** | **17821** | **200** | **CS** | **$0.84** | **$16.80** [a] |

**Line 24 Cabbage, Green, Whole Head**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1045** | **50** | **CS** | **$0.43** | **$19.50** | a |
| Walnut Creek Farm | WV2011 | 50 | CS | $0.43 | $19.50 | b |

**Line 25 25080 - Cabbage, Red, Shredded**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1010 | 150 | CS | $1.30 | $13.80 | b |
| Labatt Food Service LLC | 9842000 | 150 | CS | $1.35 | $13.47 | b |
| **Brothers Produce Inc.** | **10071** | **150** | **CS** | **$1.38** | **$13.80** | a |

**Line 26 25081 - Cabbage Slaw, Fine Shred**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1012 | 50 | CS | $0.90 | $4.50 | b |
| **Brothers Produce Inc.** | **22269** | **50** | **CS** | **$1.10** | **$5.50** | a |

**Line 27 26120 - Cantaloupe, Fresh Cut 1/2" - 3/4"**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Labatt Food Service LLC** | **9826340** | **25000** | **CS** | **$3.14** | **$15.71** | a |
| Brothers Produce Inc. | 18463 | 25000 | CS | $3.50 | $17.50 | |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 1837 | 25000 | CS | $3.90 | $19.50 | |
| Walnut Creek Farm | CFV1013 | 25000 | CS | $4.40 | $22.00 | |

**Line 28 25113 - Carrots, Coins**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1014 | 50 | CS | $0.97 | $19.40 | b |
| **Brothers Produce Inc.** | **1087** | **50** | **CS** | **$1.10** | **$22.00** | a |

**Line 29 25098 - Carrots, Jumbo, Pack Size 50 LB**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2012 | 50 | CS | $0.30 | $15.00 | b |
| **Labatt Food Service LLC** | **9801238** | **50** | **CS** | **$0.39** | **$19.57** | a |
| Brothers Produce Inc. | 2564 | 50 | CS | $0.58 | $29.00 | |

**Line 30 25091 - Carrots, Jumbo, Pack Size 5 LB**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2013 | 50 | CS | $0.30 | $1.50 | b |
| **Brothers Produce Inc.** | **22337** | **50** | **CS** | **$1.15** | **$5.77** | a |

**Line 31 25131 - Carrots, Matchstick, Shredded**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1253** | **800** | **CS** | **$0.92** | **$18.40** | a |
| Walnut Creek Farm | CFV1015 | 800 | CS | $0.92 | $18.40 | b |
| Labatt Food Service LLC | 67705 | 800 | CS | $0.98 | $19.64 | |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 03922 | 800 | CS | $0.99 | $19.75 | |

**Line 32 25131 - Carrots, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1016 | 3000 | CS | $1.31 | $24.65 | b |
| **Brothers Produce Inc.** | **1106** | **3000** | **CS** | **$1.37** | **$25.65** | a |
| Labatt Food Service LLC | 11174 | 3000 | CS | $1.58 | $25.60 | |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 04899 | 3000 | CS | $1.66 | $26.00 | |

**Line 33 25112 - Carrots, Short**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **741** | **50** | **CS** | **$0.87** | **$26.15** | a |
| Walnut Creek Farm | CFV1017 | 50 | CS | $0.87 | $26.15 | b |

[c] **Line 34 Cauliflorets 1/2 Cup, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1018 | 50 | CS | $0.49 | $49.99 |

**Line 35 25153 - Cauliflower, Fine, Riced, Washed**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1021 | 50 | CS | $3.90 | $19.50 [b] |
| **Brothers Produce Inc.** | **9969** | **50** | **CS** | **$8.80** | **$44.00** [a] |

[c] **Line 36 25154 - Cauliflower, Florets, Colorful**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1018 | 50 | CS | $2.55 | $25.50 |

[c] **Line 37 25153 - Cauliflower, Florets, Romanesco**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1019 | 50 | CS | $5.10 | $61.20 |

**Line 38 25151 - Cauliflower, Florets, White**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1112** | **50** | **CS** | **$2.74** | **$32.90** [a] |
| Walnut Creek Farm | CFV1020 | 50 | CS | $2.74 | $32.90 [b] |

**Line 39 25161 - Celery, Pack Size 6ct**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **22095** | **50** | **CS** | **$0.63** | **$7.87** [a] |
| Walnut Creek Farm | WV2015 | 50 | CS | $0.64 | $8.00 |

**Line 40 25162 - Celery, Pack Size 24ct**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2014 | 50 | CS | $0.38 | $15.53 [b] |
| **Brothers Produce Inc.** | **1133** | **50** | **CS** | **$0.47** | **$23.50** [a] |

**Line 41 25169 - Celery Sticks**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1137** | **50** | **CS** | **$1.56** | **$31.25** [a] |
| Walnut Creek Farm | CFV1022 | 50 | CS | $1.60 | $31.90 |
| Labatt Food Service LLC | 67710 | 50 | CS | $1.89 | $37.70 |

**Line 42 27010 - Cilantro**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2016 | 50 | CS | $1.22 | $12.20 [b] |
| **Brothers Produce Inc.** | **1130** | **50** | **CS** | **$1.33** | **$20.00** [a] |

**Line 43 27020 - Cilantro, Prewashed and Trimmed**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2017 | 700 | CS | $3.75 | $15.00 [b] |
| **Brothers Produce Inc.** | **11301** | **700** | **CS** | **$4.21** | **$16.85** [a] |

**Line 44 25192 - Cucumber, Whole, Select, Pack Size 5 LB**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **01034** | **8000** | **CS** | **$0.90** | **$4.50** [a] |
| Walnut Creek Farm | WV2019 | 8000 | CS | $1.00 | $5.00 |
| Brothers Produce Inc. | 22387 | 8000 | CS | $1.10 | $5.50 |

**Line 45 25190 - Cucumber, Whole, Select, Pack Size 45 LB**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1640** | **500** | **CS** | **$0.49** | **$22.00** [a] |
| Walnut Creek Farm | WV2018 | 500 | CS | $0.49 | $22.00 [b] |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 74071 | 500 | CS | $0.65 | $29.50 |

**Line 46 25193 - Cucumber, 1/4" Sliced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1023 | 50 | CS | $1.83 | $36.50 | b |
| **Brothers Produce Inc.** | **1014** | **50** | **CS** | **$1.89** | **$37.75** | a |
| Labatt Food Service LLC | 9810403 | 50 | CS | $7.07 | $35.34 | |

**Line 47 28010 - Eggs, Fresh, Extra Large**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1175** | **50** | **CS** | **$2.19** | **$60.00** | a |
| Walnut Creek Farm | WV2020 | 50 | CS | $2.66 | $39.59 | |

**Line 48 28000 - Eggs, Whole, Hard Boiled**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1024 | 400 | CS | $3.88 | $69.99 | b |
| **Brothers Produce Inc.** | **1169** | **400** | **CS** | **$4.10** | **$41.00** | a |

**Line 49 26300 - Fruit Mix, Cantaloupe (40%), Honeydew (40%), and Red Grapes (20%)**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Labatt Food Service LLC** | **9832530** | **3000** | **CS** | **$3.46** | **$17.30** | a |
| Brothers Produce Inc. | 10485 | 3000 | CS | $4.10 | $20.50 | |
| Walnut Creek Farm | CFV1025 | 3000 | CS | $5.00 | $25.00 | |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 01235 | 3000 | CS | $5.20 | $26.00 | |

**Line 50 27041 - Garlic, Peeled**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1185** | **100** | **CS** | **$3.30** | **$66.00** | a |
| Walnut Creek Farm | CFV1026 | 100 | CS | $3.30 | $66.00 | b |

**Line 51 26165 - Grapefruit, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2021 | 50 | CS | $0.83 | $29.95 | b |
| **Brothers Produce Inc.** | **1196** | **50** | **CS** | **$0.94** | **$34.00** | a |

[c] **Line 52 26140 - Grapefruit, Segments**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER GALLON | PRICE PER CASE |
|---|---|---|---|---|---|

**Line 53 26180 - Grapes, Red, Seedless**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2022 | 1500 | CS | $1.42 | $25.57 | b |
| **Brothers Produce Inc.** | **1150** | **1500** | **CS** | **$2.00** | **$36.00** | a |

**Line 54 Grapes, Off the Stem, 1/2 cup, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **01251** | **50** | **CS** | **$3.30** | **$69.50** | a |
| Walnut Creek Farm | WV2023 | 50 | CS | $3.33 | $69.99 | |

[c] **Line 55 Grapes, Clusters, 1/2 cup, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Hardies Fresh Foods (Dairyland Produce, LLC) | 07171 | 50 | CS | $3.45 | $58.75 |
| Walnut Creek Farm | WV2024 | 50 | CS | $4.26 | $59.99 |

[c] **Line 56 Guava, Slices, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | GV2002 | 50 | CS | $5.70 | $71.30 |

**Line 57 26220 - Juice, Lemon, Fresh**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER HALF GALLON | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1028 | 100 | CS | $5.25 | $31.50 | b |
| **Brothers Produce Inc.** | **1115** | **100** | **CS** | **$5.58** | **$33.50** | a |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 01531 | 100 | CS | $5.75 | $34.50 | |

**Line 58 26230 - Juice, Lime, Fresh**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER HALF GALLON | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV10281 | 50 | CS | $4.41 | $39.74 | b |
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **01541** | **50** | **CS** | **$6.41** | **$38.50** | a |
| Brothers Produce Inc. | 1221 | 50 | CS | $6.50 | $37.50 | |

**Line 59 Kiwi, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV10282 | 50 | CS | $0.40 | $15.00 | b |
| **Brothers Produce Inc.** | **1936** | **50** | **CS** | **$4.40** | **$22.00** | a |

[c] **Line 60 Kiwi Baby, Kiwi berries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|

**Line 61 26270 - Lemons**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2023 | 50 | CS | $0.85 | $29.96 | b |
| **Brothers Produce Inc.** | **1165** | **50** | **CS** | **$0.97** | **$34.00** | a |

**Line 62 25228 - Lettuce, Arcadian Blend**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1029 | 50 | CS | $3.31 | $9.95 | b |
| **Brothers Produce Inc.** | **5249** | **50** | **CS** | **$3.62** | **$10.85** | a |

**Line 63 25281 - Lettuce, Boston BIBB**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **22147** | **50** | **CS** | **$1.33** | **$8.00** | a |
| Walnut Creek Farm | CFV1030 | 50 | CS | $1.33 | $8.00 | b |

**Line 64 25291 - Lettuce, Green Leaf**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1031 | 50 | CS | $0.66 | $19.95 | b |
| **Brothers Produce Inc.** | **1240** | **50** | **CS** | **$1.09** | **$24.00** | a |

**Line 65 Lettuce, Hydroponic, Crispy Leaf**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1050 | 50 | CS | $3.33 | $19.99 | b |
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **24768** | **50** | **CS** | **$5.41** | **$32.50** | a |
| Labatt Food Service LLC | 9806665 | 50 | CS | $5.49 | $32.94 | |

**Line 66 Lettuce, Hydroponic, Romaine**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1051 | 50 | CS | $3.33 | $19.99 | b |
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **24767** | **50** | **CS** | **$5.41** | **$32.50** | a |
| Labatt Food Service LLC | 9806664 | 50 | CS | $5.49 | $32.94 | |

**Line 67 Lettuce, Hydroponic, Blend, Crispy Leaf, Romaine, and Red Leaf**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1052 | 50 | CS | $3.50 | $21.00 | b |
| **Hardies Fresh Foods (Dairyland Produce, LLC)** | **24766** | **50** | **CS** | **$5.41** | **$32.50** | a |
| Labatt Food Service LLC | 9806667 | 50 | CS | $5.49 | $32.94 | |

[c] **Line 68 25250 - Lettuce, Kale, Sliced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1032 | 50 | CS | $2.19 | $10.95 |

**Line 69 25310 - Lettuce, Mesclun Spring Mix**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1034 | 1500 | CS | $2.16 | $25.95 | b |
| **Brothers Produce Inc.** | **1163** | **1500** | **CS** | **$2.17** | **$26.00** | a |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 01883 | 1500 | CS | $2.21 | $26.50 | |
| Labatt Food Service LLC | 69119 | 1500 | CS | $2.48 | $29.72 | |

**Line 70 25302 - Lettuce, Romaine Hearts**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1234** | **50** | **CS** | **$1.10** | **$22.00** | a |
| Walnut Creek Farm | CFV1035 | 50 | CS | $2.20 | $22.00 | |

**Line 71 25460 - Lettuce, Romaine, Chopped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1062** | **1500** | **CS** | **$1.96** | **$23.50** | a |
| Labatt Food Service LLC | 9814955 | 1500 | CS | $1.97 | $23.58 | |
| Walnut Creek Farm | CFV1036 | 1500 | CS | $2.00 | $28.94 | |

**Line 72 25461 - Lettuce, Romaine, Shredded**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Labatt Food Service LLC | 9854950 | 500 | CS | $1.95 | $23.41 | b |
| **Brothers Produce Inc.** | **2576** | **500** | **CS** | **$2.04** | **$24.50** | a |
| Walnut Creek Farm | CFV1037 | 500 | CS | $2.16 | $25.95 | |

**Line 73 26291 - Limes, Persian**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2025 | 50 | CS | $0.74 | $29.99 | b |
| **Brothers Produce Inc.** | **1220** | **50** | **CS** | **$1.13** | **$45.00** | a |

**Line 74 26290 - Limes, Key**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1229** | **120** | **CS** | **$1.21** | **$41.00** | a |
| Walnut Creek Farm | WV2024 | 120 | CS | $1.64 | $41.00 | |

[c] **Line 75 25311 - Mint, Fresh**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2026 | 50 | CS | $8.72 | $8.72 |
| Brothers Produce Inc. | 91779 | 50 | CS | $9.00 | $9.00 |

**Line 76 25331 - Mushrooms, Button, Sliced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1039 | 50 | CS | $1.90 | $19.00 | b |
| **Brothers Produce Inc.** | **1279** | **50** | **CS** | **$2.40** | **$24.00** | a |

**Line 77 Onions, Green, Bunches**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1040 | 50 | CS | $1.50 | $18.00 | b |
| **Brothers Produce Inc.** | **1300** | **50** | **CS** | **$1.67** | **$20.00** | a |

**Line 78 25340 - Onions, Green, Iceless**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1305** | **100** | **CS** | **$2.50** | **$20.00** | a |
| Walnut Creek Farm | WV2028 | 100 | CS | $2.50 | $20.00 | b |

**Line 79 25363 - Onions, Red, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1040 | 150 | CS | $1.65 | $33.00 | b |
| **Brothers Produce Inc.** | **4090** | **150** | **CS** | **$2.00** | **$40.00** | a |
| Labatt Food Service LLC | 9820167 | 150 | CS | $3.59 | $35.91 | |

**Line 80 25350 - Onions, Red, Jumbo**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2030 | 170 | CS | $0.86 | $21.50 | b |
| **Brothers Produce Inc.** | **1309** | **170** | **CS** | **$0.88** | **$22.00** | a |

**Line 81 25363 - Onions, Yellow, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1041 | 100 | CS | $1.36 | $27.18 | b |
| Labatt Food Service LLC | 9820159 | 100 | CS | $1.47 | $29.34 | b |
| **Brothers Produce Inc.** | **1362** | **100** | **CS** | **$1.65** | **$33.00** | a |

**Line 82 25365 - Onions, Yellow, Sliced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1042 | 100 | CS | $1.53 | $30.53 | b |
| **Brothers Produce Inc.** | **1361** | **100** | **CS** | **$1.65** | **$33.00** | a |

**Line 83 25360 - Onions, Yellow, Jumbo**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2031 | 50 | CS | $0.45 | $22.50 | b |
| **Brothers Produce Inc.** | **1350** | **50** | **CS** | **$0.53** | **$26.50** | a |

**Line 84 26400 - Oranges, Clementine, Seedless**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1342** | **3000** | **CS** | **$1.17** | **$35.00** | a |
| Walnut Creek Farm | WV2032 | 3000 | CS | $1.26 | $38.00 | |

**Line 85 Oranges, Mandarin, Seedless**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1342** | **50** | **CS** | **$1.17** | **$35.00** | a |
| Walnut Creek Farm | WV2033 | 50 | CS | $1.26 | $38.00 | |

**Line 86 26310 - Oranges, Navel, Choice**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Hardies Fresh Foods (Dairyland Produce, LLC) | 02415 | 7500 | CS | $0.80 | $32.00 | b |
| **Brothers Produce Inc.** | **1338** | **7500** | **CS** | **$0.80** | **$32.00** | a |
| Labatt Food Service LLC | 9805022 | 7500 | CS | $0.99 | $39.79 | |
| Walnut Creek Farm | WV2034 | 7500 | CS | $1.25 | $32.00 | |

**Line 87 26316 - Oranges, Valencia, Choice**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Hardies Fresh Foods (Dairyland Produce, LLC) | 02415 | 50 | CS | $0.80 | $32.00 | b |
| **Brothers Produce Inc.** | **1338** | **50** | **CS** | **$0.80** | **$32.00** | a |
| Walnut Creek Farm | WV2035 | 50 | CS | $1.25 | $32.00 | |

[c] **Line 88 Papaya, Chunks, Individually Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2090 | 50 | CS | $5.76 | $72.10 |

**Line 89 27070 - Parsley, Curley, Fresh**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2036 | 50 | CS | $0.95 | $19.00 [b] |
| **Brothers Produce Inc.** | **1390** | **50** | **CS** | **$1.36** | **$19.00** [a] |

**Line 90 25097 - Parsnips, Coins**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1043 | 50 | CS | $1.96 | $19.60 [b] |
| **Brothers Produce Inc.** | **3334** | **50** | **CS** | **$5.20** | **$26.00** [a] |

**Line 91 26353 - Peaches, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2038 | 50 | CS | $1.36 | $30.00 [b] |
| **Brothers Produce Inc.** | **1423** | **50** | **CS** | **$1.73** | **$38.00** [a] |

**Line 92 26320 - Pears, Green, Bartlett, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1872** | **50** | **CS** | **$0.93** | **$37.00** [a] |
| Walnut Creek Farm | WV2039 | 50 | CS | $0.93 | $37.00 [b] |

**Line 93 26331 - Pears, Green, D'Anjou, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2040 | 50 | CS | $0.92 | $36.95 [b] |
| **Brothers Produce Inc.** | **1872** | **50** | **CS** | **$0.93** | **$37.00** [a] |

**Line 94 25370 - Peas, Snow**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Hardies Fresh Foods (Dairyland Produce, LLC) | 71524 | 250 | CS | $2.80 | $28.00 [b] |
| **Brothers Produce Inc.** | **1814** | **250** | **CS** | **$3.00** | **$30.00** [a] |
| Labatt Food Service LLC | 9805003 | 250 | CS | $3.13 | $31.28 |
| Walnut Creek Farm | WV2041 | 250 | CS | $6.28 | $27.00 |

**Line 95 25380 - Pepper, Bell, Green, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1400** | **50** | **CS** | **$0.83** | **$20.00** [a] |
| Walnut Creek Farm | WV2042 | 50 | CS | $0.83 | $20.00 [b] |

**Line 96 25400 - Pepper, Bell, Green, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1044 | 90 | CS | $1.75 | $34.94 [b] |
| Labatt Food Service LLC | 9821232 | 90 | CS | $1.75 | $35.03 [b] |
| **Brothers Produce Inc.** | **1403** | **90** | **CS** | **$1.90** | **$38.00** [a] |

**Line 97 25392 - Pepper, Bell, Red, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2043 | 50 | CS | $1.99 | $15.95 [b] |
| **Brothers Produce Inc.** | **1068** | **50** | **CS** | **$2.18** | **$24.00** [a] |

**Line 98 Pepper, Bell, Red, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **515** | **90** | **CS** | **$2.98** | **$59.50** [a] |
| Walnut Creek Farm | WV2044 | 90 | CS | $5.70 | $114.00 |

**Line 99 25410 - Pepper, Jalapeno, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2044 | 50 | CS | $0.85 | $17.00 [b] |
| **Brothers Produce Inc.** | **1410** | **50** | **CS** | **$0.95** | **$19.00** [a] |

**Line 100 25210 - Pepper, Jalapeno, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1045 | 160 | CS | $2.13 | $21.26 | b |
| **Brothers Produce Inc.** | **1930** | **160** | **CS** | **$2.34** | **$23.40** | a |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 06293 | 160 | CS | $3.25 | $32.50 | |
| Labatt Food Service LLC | 9809102 | 160 | CS | $5.65 | $28.24 | |

**Line 101 26361 - Pineapple, Golden, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2045 | 50 | CS | $0.75 | $3.00 | b |
| **Brothers Produce Inc.** | **22292** | **50** | **CS** | **$0.81** | **$3.25** | a |

**Line 102 26340 - Pineapple, Golden, Chunks**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1046 | 5000 | CS | $3.00 | $14.99 | b |
| **Labatt Food Service LLC** | **9382531** | **5000** | **CS** | **$3.17** | **$15.87** | a |
| Brothers Produce Inc. | 18461 | 5000 | CS | $3.70 | $18.50 | |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 02705 | 5000 | CS | $3.90 | $19.50 | |

**Line 103 25421 - Potatoes, Russet, Whole, Washed and Wrapped**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1047 | 500 | CS | $0.64 | $32.00 | b |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 21558 | 500 | CS | $0.72 | $36.00 | b |
| **Brothers Produce Inc.** | **1562** | **500** | **CS** | **$0.78** | **$38.90** | a |

**Line 104 25440 - Potato, Red, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1523** | **50** | **CS** | **$0.60** | **$30.00** | a |
| Walnut Creek Farm | WV2046 | 50 | CS | $0.64 | $32.00 | |

**Line 105 25430 - Potato, Russet, Whole, 50ct**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1550** | **50** | **CS** | **$0.76** | **$37.90** | a |
| Walnut Creek Farm | WV2047 | 50 | CS | $0.76 | $37.90 | b |

**Line 106 25420 - Potato, Russet, 60ct**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1560** | **50** | **CS** | **$0.76** | **$37.90** | a |
| Walnut Creek Farm | WV2048 | 50 | CS | $0.76 | $37.90 | b |

**Line 107 25247 - Potato, Sweet, Regular, Washed, Whole**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2049 | 50 | CS | $0.38 | $19.00 | b |
| **Brothers Produce Inc.** | **1785** | **50** | **CS** | **$0.48** | **$19.00** | a |

**Line 108 25426 - Potato, Sweet, Sticks**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Labatt Food Service LLC** | **9850033** | **50** | **CS** | **$1.86** | **$37.29** | a |
| Walnut Creek Farm | CFV1050 | 50 | CS | $2.03 | $40.50 | |
| Brothers Produce Inc. | 436 | 50 | CS | $2.63 | $52.65 | |

**Line 109 25454 - Radish, Red, Sliced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **2898** | **100** | **CS** | **$1.85** | **$37.00** | a |
| Walnut Creek Farm | CFV1048 | 100 | CS | $3.24 | $64.80 | |

**Line 110 26105 - Raspberries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2050 | 50 | CS | $5.56 | $25.00 [b] |
| **Brothers Produce Inc.** | **1024** | **50** | **CS** | **$6.22** | **$28.00** [a] |

**Line 111 25500 - Spinach, Flat Leaf**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1655** | **100** | **CS** | **$1.69** | **$16.85** [a] |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 03398 | 100 | CS | $1.88 | $18.75 |
| Walnut Creek Farm | CFV1049 | 100 | CS | $1.96 | $16.85 |
| Labatt Food Service LLC | 9814930 | 100 | CS | $2.05 | $20.50 |

**Line 112 25520 - Squash, Yellow**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1610** | **50** | **CS** | **$1.05** | **$21.00** [a] |
| Walnut Creek Farm | WV2051 | 50 | CS | $1.05 | $21.00 [b] |

**Line 113 25610 - Squash, Zucchini**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2052 | 50 | CS | $0.90 | $18.00 [b] |
| **Brothers Produce Inc.** | **1620** | **50** | **CS** | **$0.95** | **$19.00** [a] |

**Line 114 26370 - Strawberries**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1020** | **3000** | **CS** | **$3.13** | **$25.00** [a] |
| Walnut Creek Farm | WV2053 | 3000 | CS | $3.25 | $26.00 |

[c] **Line 115 Strawberry, Hulled and Washed**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2054 | 50 | CS | $7.20 | $36.00 |

[c] **Line 116 25593 - Tomatillos, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1051 | 150 | CS | $3.19 | $63.80 |

[c] **Line 117 25565 - Tomatoes, Dark Red and Gold, Grape Medley**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2054 | 2500 | CS | $1.99 | $19.95 |

**Line 118 25560 - Tomatoes, Grape**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | WV2055 | 50 | CS | $1.90 | $38.00 [b] |
| **Brothers Produce Inc.** | **96485** | **50** | **CS** | **$2.30** | **$46.00** [a] |

**Line 119 25570 - Tomatoes, Grape, Pint**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **138** | **2500** | **CS** | **$1.92** | **$23.00** [a] |
| Walnut Creek Farm | WV2056 | 2500 | CS | $3.06 | $23.00 |

**Line 120 25587 - Tomatoes, Salad, Diced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| Walnut Creek Farm | CFV1052 | 500 | CS | $1.41 | $28.16 [b] |
| **Brothers Produce Inc.** | **4040** | **500** | **CS** | **$1.75** | **$35.00** [a] |

**Line 121 Tomatoes, Sliced**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE |
|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **1731** | **50** | **CS** | **$1.95** | **$39.00** [a] |
| Walnut Creek Farm | CFV1053 | 50 | CS | $5.00 | $100.00 |

**Line 122 25596 - Turnip, Purple Top**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2058 | 50 | CS | $1.15 | $28.95 | b |
| **Brothers Produce Inc.** | **1670** | **50** | **CS** | **$1.88** | **$47.00** | a |

**Line 123 26413 - Watermelon**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| Walnut Creek Farm | WV2059 | 50 | CS | $0.43 | $6.00 | b |
| **Brothers Produce Inc.** | **91290** | **50** | **CS** | **$0.96** | **$11.50** | a |

**Line 124 Watermelon, Chunks**

| SUPPLIER | PRODUCT CODE | QTY | UOM | PRICE PER POUND | PRICE PER CASE | |
|---|---|---|---|---|---|---|
| **Brothers Produce Inc.** | **18464** | **50** | **CS** | **$3.57** | **$17.85** | a |
| Walnut Creek Farm | WV2060 | 50 | CS | $4.00 | $20.00 | |
| Hardies Fresh Foods (Dairyland Produce, LLC) | 01876 | 50 | CS | $5.30 | $26.50 | |

* HEB Grocery Company disqualified. No pricing and nutritional information was provided.

**Cypress-Fairbanks Independent School District**
**Nutrition Services Department**
11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 5/16/2024
RE: Produce for Nutrition Services 24-07-3680

The purpose of this memo is to explain the evaluation scoring for the Produce for Nutrition Services 24-07-3680 bid. The vendor(s) awarded scored the highest per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria includes purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal including, but not limited to, nutritional value, ingredients, pack size, shelf life, minimum shipment amount, domestic availability, frequency of delivery, and lead time. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

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

Sincerely,

Suzy Hunter

Suzy Hunter
Nutrition Services Director

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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**To:** **Darin Crawford**
**Assistant Superintendent for Support Services**

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

**Date:** **May 22, 2024**

**Re:** **Restaurant/Catering and Delivery Services**
**Annual Contract #24-07-2030R-RFP**
**Renewals #23-07-2030RFP, #22-07-2030RFP-2, #21-07-2030RFP-3, & #20-07-2030RFP-4**

Solicitations will be received on a continual basis as advertised and specified through June 30, 2025 for **Annual Contract #24-07-2030R-RFP Restaurant/Catering and Delivery Services**.

| | |
|---|---|
| **Recommendation:** | **Approve all vendors listed and vendors added throughout the solicitation period.** |
| **Funding:** | **Multiple Funds** |
| **Estimated Annual Expenditure:** | **$1,100,000.00** |
| **Contract Term:** | **July 1, 2024 - June 30, 2025** |

| | | |
|---|---|---|
| **Renewals:** | **#24-07-2030R-RFP** | **4 Years** |
| | **#23-07-2030R-RFP** | **3 Years** |
| | **#22-07-2030RFP-2** | **2 Years** |
| | **#21-07-2030RFP-3** | **1 Year** |
| | **#20-07-2030RFP-4** | |

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**20-07-2030RFP-4**

Atheanas Greek European Kitchen
Chick-fil-A Morton Ranch
Half Baked Goodness
Heffernan Bar B Que (RJ Royce, LLC)
Heights Ice Company
Iced Cupcakery, LLC
Jimmy Changas #3
Kona Ice of Houston
Local Table
Lonestar BBQ, LLC
Mooseum Ice Cream, LLC
Nestle Toll House Café by Chip
Panera Bread
Papa Murphy's Take n Bake Pizza
Pronto Southwest Grill
Sleek Creperie and Café
Texas Taco Cabana, L.P.
Whataburger Restaurants, LLC

**21-07-2030RFP-3**

*Fajita Pete's*
Giannina's Pizza & Catering, Inc
Gooey's Ice Cream Sandwiches
Howdy Homemade Ice Cream Katy
James Coney Island
Kolache Factory - Cypress
Nom Tom Bot Hospitality
Food Truck "Insurance"
Nothing Bundt Cakes
Papa Murphys Tomball
Raising Cane's (All Locations)
Sweet Dreams Gourmet/Sugar Bunch Creations
Take the Cake (Common Bond Cakehouse, LLC)
Travelin Tom's Coffee

**22-07-2030RFP-2**

CABO BOB'S LLC
Chicken Salad Chick
Crust Pizza Barker Cypress
Crust Pizza Cypress Denel LLC
Domino's Pizza12633
Domino’s Pizza 6636
Domino’s Pizza 8042
Jeremiah’s Italian Ice
K&S Kolaches & More (Donuts)
KRMIL, Inc dba Schlotzsky's and Cinnabon
Luby's Restaurant Corporation
Madi About Cakes
Mini Melts of America Inc.
Panera Bread EYM Cafe of Texas
Shiraz Equity Group ( dba Jeremiah's Italian Ice)
Spring Creek Catering
Williams Franchising LLC dba Jersey Mike's

**23-07-2030R-RFP**

Bad Ass Coffee of Hawaii
Chick-fil-A Elyson
Chick-fil-A Spring Cypress and October Eighth, inc.
Chuy's Opco, inc.
Creekwood Grill
Flying Biscuit Cafe
Freddy's Frozen Custard
Frios Gourmet Popsicles
Jacob Wylie - Kona Ice of Tomball
Lenny Subs
Southern Ice Cream

**24-07-2030R-RFP**

Will be issued on July 1, 2024.

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:** **June 4, 2024**

**Re:** **Security Courier Services**
**Annual Contract #24-06-9193R-RFP**

The proposals were received and opened at 10:00 a.m., Wednesday, May 29, 2024, as advertised and specified in documents concerning **Annual Contract #24-06-9193R-RFP Security Courier Services.** The proposals received and the final evaluation summary are located on page 2.

| | |
|---|---|
| **Recommendation:** | **LOOMIS** |
| **Funding:** | **Multiple Funds** |
| **Estimated Expenditure:** | **$200,290.00** |
| **Contract Term:** | **July 1 , 2024 - June 30, 2025** |
| **Renewal:** | **4 years** |

HB

## 24-06-9193R-RFP
## (Security Courier Services)

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| FIDIS LOGISTICS LLC | 59.00 | 36.00 | 60.10 | 51.70 | 2.00 |
| Loomis | 70.90 | 58.00 | 82.40 | 70.43 | 1.00 |

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

To: James Briscoe

From: Amanda Boles

Date: June 5, 2024

Re: Security Courier Services - RFP #24-06-9193R

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The District received proposals for secure courier services to transport deposits collected at campuses and other district locations to the District's depository and for the delivery of change funds to district locations as needed. Finance administration is recommending that the Board approve a one-year renewable contract of approximately $200,290 with Loomis effective July 1, 2024. The automatic contract renewal is limited to four (4) additional one-year terms through June 30, 2029 upon mutual agreement. The proposed pricing submitted by Loomis with the current pick-up schedule was approximately $340,000; however, the administration has opted to revise the pick-up schedule because the use of cash in our facilities has significantly reduced, resulting in an annual cost of approximately $200,290.

Feel free to contact me at 281-897-3858 if you have any questions. Thank you.

Cc: Karen Smith
Darin Crawford
Mable Isles

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
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**To:** **Paula Ross**
**Assistant Superintendent of Technology Services and Information Systems**

**From:** **Samara Rangel**
**Technology Software Specialist**

**Date:** **June 17, 2024**

**Re:** **Single Sign-on Integration (Identity Automation, LP)**
**TX DIR: DIR-CPO-4849**

| Term | Description | Quantity | Unit Cost | Total Purchase Price |
|---|---|---|---|---|
| **Year 1-5** | Authentication K-12 Education Qualified User- Annual Subscription RID-C-AUTH12 | 15,000 | $6.61 | **$99,150.00** |
| **Year 1-5** | Lifecycle K-12 Education Qualified User- Annual Subscription RID-C-LIFE12 | 15,000 | $11.64 | **$174,600.00** |
| **Year 1-5** | Folders- Annual Subscription RID-P-FOLDRS | 15,000 | $1.10 | **$16,500.00** |
| **Year 1-5** | RI Advanced+ Support- Annual Subscription SUP-S-ADVNCP | 1 | $10,578.75 | **$10,578.75** |
| **Year 1** | Workflow K-12 Education Qualified User- Annual Subscription RID-C-WORK12 | 15,000 | $0.00 | **$0.00** |
| **Year 1** | One-Time Cost for: Conversion Fee OTF-S-CONVRT | 1 | $17,631.25 | **$17,631.25** |
| **Year 1** | One-Time Cost for: Professional Services- Services Engineer (per hour) SVC-S-SVCENG | 25 | $218.75 | **$5,468.75** |
| | | | **Total Price: Year 1** | **$323,928.75** |
| **Year 2-5** | Workflow K-12 Education Qualified User- Annual Subscription RID-C-WORK12- OPTIONAL COST | 15,000 | $3.44 | **$51,600.00** |
| | | | **Total Price: Year 2-5** | **$352,428.75** |

***"Identity Automation, LP" is a contracted vendor on the DIR Purchasing Cooperative, Contract No. DIR-CPO-4849**

**Recommendation:**
**Identity Automation, LP**

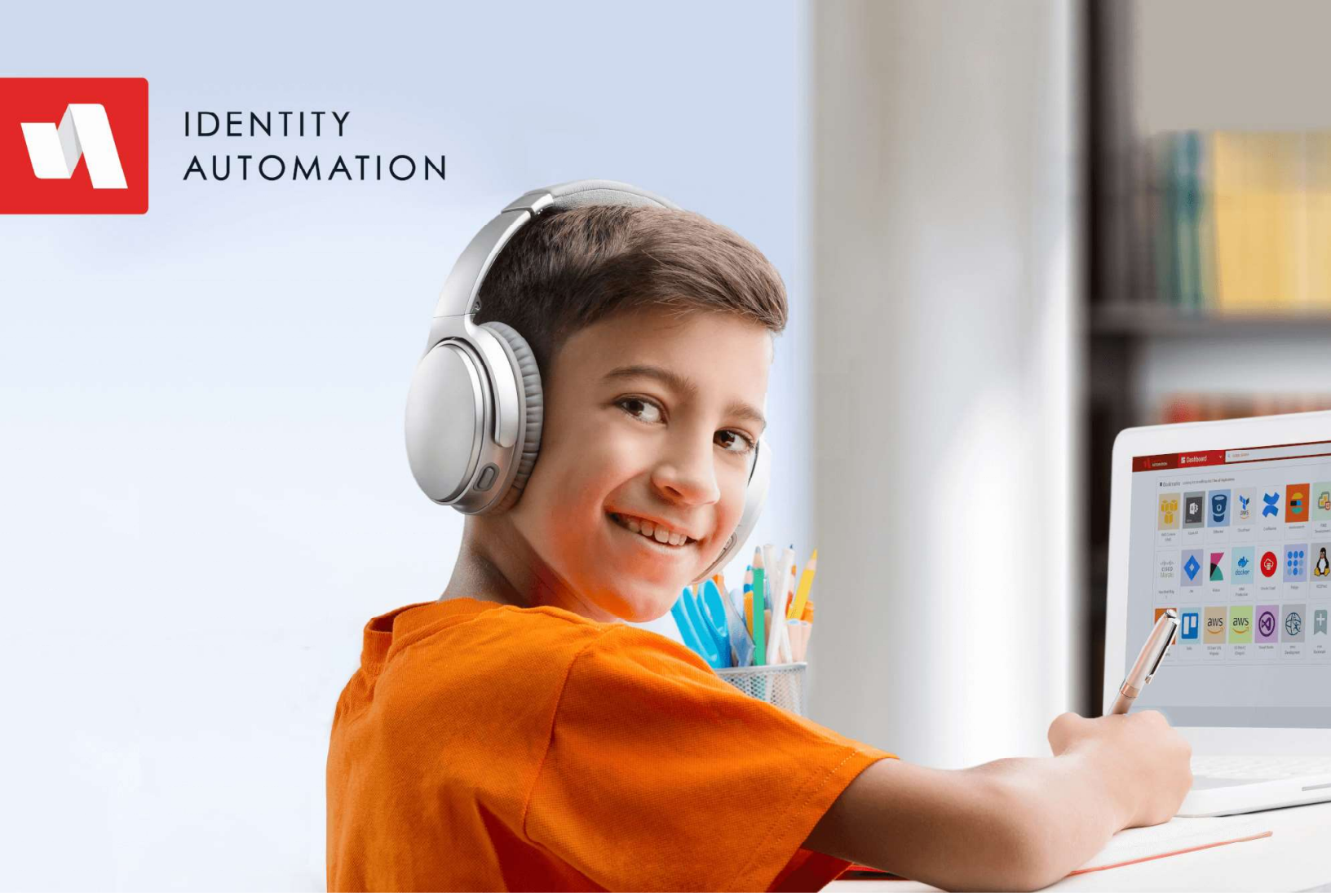
**Funding:**
**Multiple Funds**

**Estimated Expenditure:**

| | |
|---|---|
| **$323,928.75** | **Yr. 1 2024-2025** |
| **$352,428.75** | **Yr. 2 2025-2026** |
| **$352,428.75** | **Yr. 3 2026-2027** |
| **$352,428.75** | **Yr. 4 2027-2028** |
| **$352,428.75** | **Yr. 5 2028-2029** |
| **$1,733,643.75** | **Term Total** |

**na**

IDENTITY AUTOMATION



Proposal for

# Cypress-Fairbanks Independent School District

## Quote Number: Q-28817

Generated: 5/3/2024

Valid To: 7/31/2024

**TX DIR Contract Number: DIR-CPO-4849**

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## Year 1 Pricing

Pricing estimates are provided below.

Annual Subscription Cost

| Product | Quantity | Unit Price | Unit Sale Price | Total |
|---|---|---|---|---|
| 2023 Authentication K-12 Education Qualified User - Annual Subscription RID-C-AUTH12 | 15,000 | $22.04 | $6.61 | $99,150.00 |
| 2023 Lifecycle K-12 Education Qualified User - Annual Subscription RID-C-LIFE12 | 15,000 | $35.26 | $11.64 | $174,600.00 |
| Folders - Annual Subscription RID-P-FOLDRS | 15,000 | $5.51 | $1.10 | $16,500.00 |
| 2024 RI Advanced+ Support - Annual Subscription SUP-S-ADVNCP | 1 | $13,223.44 | $10,578.75 | $10,578.75 |
| 2024 Workflow K-12 Education Qualified User - Annual Subscription RID-C-WORK12 | 15,000 | $6.88 | $0.00 | $0.00 |
| | | | **Annual Subscription Cost TOTAL:** | $300,828.75 |

One-Time Cost

| Product | Quantity | Unit Price | Unit Sale Price | Total |
|---|---|---|---|---|
| Conversion Fee OTF-S-CONVRT | 1 | $17,631.25 | $17,631.25 | $17,631.25 |
| Professional Services - Services Engineer (per hour) SVC-S-SVCENG | 25 | $218.75 | $218.75 | $5,468.75 |
| | | | **One-Time Cost TOTAL:** | $23,100.00 |

**Grand Total: $323,928.75**

*Sales Tax not included. Will be added at time of invoicing, if applicable.*

This proposal is for the delivery of the solution as a service.

*Workflow is provided to CFISD for 2024-25 SY at no cost. This quote assumes that CFISD will purchase Workflow in Years 2-5. With the purchase of Workflow and a 5 Year Commitment, Identity Automation agrees to no price increase in Years 3-5.*

**PAYMENT TERMS**

• All invoices are due within 30 days of invoice date.
• Subscription fees for software products, hosting services, and support are billed for and begin on the Effective Date of this proposal.
• All One-time fees listed as Installation, Configuration, Setup Fees, Conversion Services, or Retainer Services are billed in advance.

• Professional Services are billed based on the project progress getting to 50% stage and then to 100% completion, unless the effort is under 2 weeks (80hours), in which case they will be billed in advance.
• Milestone based professional services are billed as each milestone is achieved.
• Service Units are billed up front and expire after a year.

## Year 2 Pricing

Pricing estimates are provided below.

Annual Subscription Cost

| Product | Quantity | Unit Price | Unit Sale Price | Total |
|---|---|---|---|---|
| 2023 Authentication K-12 Education Qualified User - Annual Subscription RID-C-AUTH12 | 15,000 | $22.04 | $6.61 | $99,150.00 |
| 2023 Lifecycle K-12 Education Qualified User - Annual Subscription RID-C-LIFE12 | 15,000 | $35.26 | $11.64 | $174,600.00 |
| Folders - Annual Subscription RID-P-FOLDRS | 15,000 | $5.51 | $1.10 | $16,500.00 |
| 2024 RI Advanced+ Support - Annual Subscription SUP-S-ADVNCP | 1 | $13,223.44 | $10,578.75 | $10,578.75 |
| 2024 Workflow K-12 Education Qualified User - Annual Subscription RID-C-WORK12 | 15,000 | $6.88 | $3.44 | $51,600.00 |
| | | | **Annual Subscription Cost TOTAL:** | $352,428.75 |

**Grand Total: $352,428.75**

## PRICE SUMMARY

| | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | |
|---|---|---|---|---|---|
| **Subscription Costs** | $352,428.75 | $352,428.75 | $352,428.75 | $352,428.75 | |
| **One-Time Costs** | $0.00 | $0.00 | $0.00 | $0.00 | |
| **TOTALS** | **$352,428.75** | **$352,428.75** | **$352,428.75** | **$352,428.75** | |

Workflow is provided to CFISD for 2024-25 SY at no cost. This quote assumes that CFISD will purchase Workflow in Years 2-5. If CFISD purchases Workflow in Years 2-5 at a 50% discount, Identity Automation will agree to keep pricing flat from years 3-5 vs. an expected annual increase of 7%.
*Sales Tax not included. Will be added at time of invoicing, if applicable.*

This proposal is for the delivery of the solution as a service.

### PAYMENT TERMS

• All invoices are due within 30 days of invoice date.
• Subscription fees for software products, hosting services, and support are billed for and begin on the Effective Date of this proposal.
• All One-time fees listed as Installation, Configuration, Setup Fees, Conversion Services, or Retainer Services are billed in advance.

• Professional Services are billed based on the project progress getting to 50% stage and then to 100% completion, unless the effort is under 2 weeks (80hours), in which case they will be billed in advance.
• Milestone based professional services are billed as each milestone is achieved.
• Service Units are billed up front and expire after a year.

**ANNUAL RENEWAL**
Subscription Term shall automatically renew for an additional 1-year term unless either party gives the other written notice of non-renewal at least 90 days prior to the end of the relevant Subscription Term.

**Initial term of this Order Form (Term): 60 Months**

## Product and Project Description

### PROJECT INTRODUCTION

- Team Identification
- Stakeholder identification
- Roles & Responsibilities
- Scope of Work (SOW)
- Communications plan
- Project Plan with associated tasks & milestones

### INFRASTRUCTURE CREATION

Identity Automation may have steps a customer must take before Identity Automation can begin our work. These will be clearly defined in the SOW.

### ASSESS, DESIGN & BUILD

Collaborative and iterative process between Identity Automation and Customer Stakeholders in order to meet the requirements identified in the SOW. These tasks are detailed below.

### USER ACCEPTANCE TESTING (UAT)

Customer stakeholder(s) to test each of the use cases defined in the approved design document. This signifies Identity Automation has completed its work and delivered the solution as defined in the SOW. Identity Automation will close the Project.

### POST UAT SUPPORT

The Identity Automation team will provide 30 days of post-UAT support for issues during customer deployment which fall within the SOW. This support timetable begins the day after successful UAT.

### DEPLOY SOLUTION

Customer deploys solution

## Scope of Work

## Closure Details

**This proposal is valid until 7/31/2024.**

### Quote Execution/Purchase Order Information

To execute on this proposal, please sign where indicated and provide a purchase order for the items outlined in your proposal. Purchase orders and proposals can be sent to orders@identityautomation.com.

### Taxability Information Here

Are you a tax exempt entity? No ___ Yes ___

If marked yes, please provide your tax exempt certificate with your purchase order. An exemption certificate is required to be considered exempt from sales tax.

### Onboarding Process

Identity Automation Onboarding Checklist:

- Receipt of Signed proposal from customer
- Purchase Order or signed Contract (varies by customer) from customer
- Identity Automation acceptance & approval process completed
- Licenses provided by Identity Automation
- Provisioning for Identity Automation portal accounts

## Contacts

# Identity Automation



**Diana Richie**
**Account Executive**
281-961-1634
drichie@idauto.net



**Jim Harold**
**Sales Manager**
jharold@idauto.net



**Kevin Satterfield**
**Sales Consultant**
ksatterfield@idauto.net



**Diana Richie**
**Customer Success Manager**
281-961-1634
drichie@idauto.net



**Greg Pearson**
**VP of Delivery**
(281) 721-4732
gpearson@identityautomation.com

## Cypress-Fairbanks Independent School District

| Project Lead | Secondary Project Contact | Executive Sponsor | Billing Contact |
|---|---|---|---|
| **Mohammad Mkeis** | **Greg Rhodes** | **Paula Ross** | |
| (281) 517-2939 | (281) 897-4737 | 281-897-3810 | |
| mohammad.mkeis@cfisd.net | greg.rhodes@cfisd.net | paula.ross@cfisd.net | |

## Governing Terms

**GOVERNING AGREEMENT**
This order is governed by the terms of the Software License and Subscription Agreement: https://www.identityautomation.com/identity-automation-saas-subscription-agreement/.

**CHANGES**
All changes to this order must be in writing signed by both parties to be enforceable.

**ENTIRE AGREEMENT**
This Proposal, Software License and Subscription Agreement, and this order are the final, complete and exclusive agreements of the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

**DEFINED TERMS**
All terms not defined in this order, have the defined meanings in the Agreement.

## Signatures

By signing below, the Customer acknowledges it has read and agrees to the terms and conditions set forth in the Proposal, Software License and Subscription Agreement, and order(s) with an effective date as of the last signature date set forth below ("Effective Date").

### Cypress-Fairbanks Independent School District

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

BILLING CONTACT NAME _____ BILLING CONTACT EMAIL _____

### Identity Automation

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

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:** **May 22, 2024**

**Re:** **Spirit Apparel and Promotional Items**
**Annual Contract #24-07-2040RFP**
**Renewals #23-07-2040RFP, #22-07-2040RFP-2, #21-07-2040RFP-3, & #20-07-2040RFP-4**

Solicitations will be received on a continual basis as advertised and specified through June 30, 2025 for **Annual Contract #24-07-2040RFP Spirit Apparel and Promotional Items**.

| | |
|---|---|
| **Recommendation:** | **Approve all vendors listed and vendors added throughout the solicitation period.** |
| **Funding:** | **Multiple Funds** |
| **Estimated Annual Expenditure:** | **$2,540,000.00** |
| **Contract Term:** | **July 1, 2024 - June 30, 2025** |

| **Renewals:** | | |
|---|---|---|
| | **#24-07-2040RFP** | **4 Years** |
| | **#23-07-2040RFP** | **3 Years** |
| | **#22-07-2040RFP** | **2 Years** |
| | **#21-07-2040RFP** | **1 Year** |
| | **#20-07-2040RFP** | |

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**20-07-2040RFP-4**

3pointr LLC
4A Prints
Action Wear Plus, Inc.
Adriana's Creations
Angela's Crafy Creations
Arrow Innovations, Inc.
Bay Promo, LLC
beAcd LP dba Communikay Graphics
BSN Sports
Bullpen Marketing
Buzz Tees
Brammer's Athletic WearHouse, LP
Clever Items
CustomInk
DanzGear
Fan Cloth
FastSigns
715 E. Main St., #30- Tomball, TX
Fazzari Marketing
Flipdog Sportswear
Follett On-Demand
Groggy Dog Sportswear
Heart N Soul Graphics
IQ Total Source
JK Trends Incorporated
Mascot Junction, Inc.
Mirror Print Solutions
Positive Promotions
Promo Retailer
Push Productions
Rabble
Ricochet Promo
Salk Marketing Group
Sand Oak Uniforms & Embroidery
Sign Gypsies - Jersey Village
So Driven Promotions, LLC
Sri Etshirts. Inc.
Stitches & Niches
SWAGG Designs
TailorMade Tumblers, LLC
TCB Specialties, LLC
Team Shields
Texas Ink, LLC
Texas Motion Sports, LLC
The Monogram Shoppe
Tim's Tees Houston (Best Value Enterprise)
Vee's Rhinestone Shirts & Things
Webb's Uniforms
World of Promotions
Wristband Resources
You Name it Specialties

**21-07-2040RFP-3**

Aldridge Folders
Brown Industries, Inc.
Dugout Sports
Elite Promotions
Linae Acquisto
Luxury Goods Company, LLC
Preferred Document Solutions, LLC
Stellar Customs, LLC
T-Shirts Etc. West Houston
Texprint
Chvd Justn LLC
EverGreener LLC
Prowear Protective Apparel
Texas Promowear

**22-07-2040RFP-2**

Best Amigos Embroidery and More
Best Little Embroidery House-(Patrick Knape)
Courtney's Creations, LLC
Doing Good Works
Greater Cypress Designs
Highpoint Signs & Apparel-(HPAM Sign Pro,LLC.)
J. Harding & Co. (JW D rouin & Asoc)
Kenya Escobar DBA Escobar Clothing
Lavaca County Office Supply, Inc.
Monarch Trophy Studio-(Drago Investments, LTD)
North Houston Athletics LLC
T-shirt Stop
TEEM Yard Greetings
Wlack & Bhite LLC

**23-07-2040RFP**

*Banners & Awards USA-(Got Pride USA)*
Bayou Banners & Prints
Big Ass Balloons, LLC
Big Frog Katy
Blue Wave Apparel
Direct Vinyl Supply
DMJ Digital Ventures DBA: Pecan Creek Designs
Gametime Hydration Inc
GC Graphics
Ideal Uniforms-(MJM Uniforms Inc.)
JL Gifts Embroidery & More
Mrs. Puffer's Market
RW Photos
Strongbros Backpacks
Shaelyn Neal Photography
Zealo Gear LLC

**24-07-2040RFP**

Will be issued on July 1, 2024.

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

**From:** **Suzy Hunter**
**Nutrition Services Director**

**Date:** **May 16, 2024**

**Re:** **Transport Cabinets for Nutrition Services**
**Annual Contract #24-07-3970**

The following bids were received and opened at 1:00 p.m., Friday, April 26, 2024, as advertised and specified in documents concerning **Annual Contract #24-07-3970 Transport Cabinets for Nutrition Services.** The bids received are located on page 2.

[a] Overall best value to the District.
[b] Does not offer best value to the District.

**Recommendation:** **Ace Mart Restaurant Supply Co.**

**Funding:** **Multiple Funds**

**Estimated Expenditure:** **$596,226.23**

**Contract Term:** **July 1, 2024 - June 30, 2025**

**Renewal:** **1 Year**

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**Line 1 Transport Cabinets: Custom enclosed heavy duty construction cabinet for truck transport.**

| SUPPLIER | BRAND / PRODUCT CODE | QTY | UOM | UNIT PRICE | Extended Price |
|---|---|---|---|---|---|
| Victory International Group, LLC | Yiwu Weiketerui Technology Co., Ltd TC109+ | 300 | EA | $1,588.000 | $476,400.00 [b] |
| **Ace Mart Restaurant Supply Co.** | **New Age 95349** | **300** | **EA** | **$1,987.421** | **$596,226.30** [a] |
| Chefs Depot DBA Culinary Depot | New Age 95349 | 300 | EA | $2,107.240 | $632,172.00 |
| Strategic Equipment DBA Trimark | New Age 95349 | 300 | EA | $2,200.860 | $660,258.00 |
| Douglas Food Stores Inc. DBA Douglas Equipment | New Age 95349 | 300 | EA | $2,314.920 | $694,476.00 |
| Mission Restaurant Supply | New Age 95349 | 300 | EA | $2,545.070 | $763,521.00 |
| Pueblo Hotel Supply | New Age 95349 | 300 | EA | $2,576.320 | $772,896.00 |
| Pasco Brokerage, Inc. | New Age 95349 | 300 | EA | $2,649.400 | $794,820.00 |

*Angels Churros N Tacos LLC is not qualified to participate in this solicitation. They do not supply transport cabinets.

**Cypress-Fairbanks Independent School District**
**Nutrition Services Department**
11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 5/16/2024
RE: Transport Cabinets for Nutrition Services 24-07-3970

The purpose of this memo is to explain the evaluation scoring for the Transport Cabinets for Nutrition Services 24-07-3970 bid. The vendor(s) awarded scored the highest per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria includes purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal including, but not limited to, nutritional value, ingredients, pack size, shelf life, minimum shipment amount, domestic availability, frequency of delivery, and lead time. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

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

Sincerely,

Suzy Hunter

Suzy Hunter
Nutrition Services Director

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

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

**Date:** **May 31, 2024**

**Re:** **Vending Machine Services**
**Annual Contract #24-06-8945R-RFP**

The following proposals were received and opened at 10:00 a.m., Wednesday, May 29, 2024, as advertised and specified in documents concerning **Annual Contract #24-06-8945R-RFP Vending Machine Services.** The proposals received are located on page 2.

[a] Overall best value to the District based on user department evaluation.

| | | |
|---|---|---|
| **Recommendation:** | **Vendco Enterprises Ltd.** | |
| **Funding:** | **Multiple Funds** | |
| **Estimated Expenditure:** | **Contract ES/MS** | **$ 100,600.00** |
| | **Snacks 15%** | **$ 15,090.00** |
| | **Drinks 20%** | **$ 20,120.00** |
| | **Contract HS/DPT** | **$570,000.00** |
| | **Snacks 20%** | **$ 114,000.00** |
| | **Drinks 25%** | **$ 142,500.00** |
| **Contract Term:** | **July 1, 2024 - June 30, 2025** | |
| **Renewal:** | **4 Years** | |

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Line 1 Percentage (%) of commission from sales that will be provided to the District for services at Elementary/Middle Schools/other CFISD Facilities.

| SUPPLIER | QTY | UOM | PERCENT | SUPPLIER NOTES |
|---|---|---|---|---|
| Refreshing USA | 1 | % | 17.0% | |
| Vendco Enterprises Ltd. | 1 | % | 20.0% | For all soft drink machines commission rate will be at 20%, for all snack machines, commission rate will be at 15%. |
| FIDIS LOGISTICS LLC | 1 | % | 25.0% | |

Line 2 Percentage (%) of commission from sales that will be provided to the District for services at High Schools/Transportation Centers.

| SUPPLIER | QTY | UOM | Percent | Supplier Notes |
|---|---|---|---|---|
| Refreshing USA | 1 | % | 22.0% | |
| FIDIS LOGISTICS LLC | 1 | % | 25.0% | |
| Vendco Enterprises Ltd. | 1 | % | 25.0% | For all soft drink machines commission rate will be at 25%, for all snack machines commission rate is 20%. |

## #24-06-8945R-RFP Vending Machine Services

### TEAM SCORE SUMMARY

| Company/Vendor Name | Evaluator 1 | Evaluator 2 | Evaluator 3 | Average Score | Ranking |
|---|---|---|---|---|---|
| FIDIS Logistics LLC | 46.20 | 68.40 | 70.25 | 61.62 | 3.00 |
| Refreshing USA | 59.30 | 55.50 | 73.25 | 62.68 | 2.00 |
| Vendco Enterprises Ltd. | 86.00 | 70.20 | 81.50 | 79.23 | 1.00 |

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*America Williams, Procurement Contract Manager*

MEMORANDUM

To: James Briscoe, Director of Procurement Services
From: America Williams, Procurement Contract Manager

Subject: Vending Machine Services Overall Evaluation and Award

I am writing this memo to explain the overall evaluation and award in the Vending Machine Services RFP. The supplier is awarded based on their reputation, quality of goods or services, and other pre-established criteria as published on the solicitation. In addition, the vendor awarded scored the highest per line based on the weighted criteria including other relevant factors specifically listed in the request for bid or proposal including, but not limited to, nutritional value, ingredients, shelf life, frequency of delivery, and lead time in compliance with the United States Department of Agriculture regulations for federal programs.

After careful consideration, we have concluded that Vendco Enterprises Ltd. is the ideal choice for the Vending Machine Services RFP. Based on the projected drinks/snacks sales of $100,600.00 for Elementary/Middle Schools and $570,000.00, the supplier's proposed commission rates offer the maximum revenue potential for CFISD thus providing the overall best value to the District.

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

America Williams

America Williams
Procurement Contract Manager, CFISD

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# House Bill 3 Efficiency Audits

With more than 70 years of experience meeting the assurance and advisory needs of government entities, Weaver understands the complexities of school district operations, the challenges and risks specific to educational entities, and the nuanced compliance requirements you must meet, including those related to House Bill 3 Efficiency Audits.

**50+**
School district clients

**5**
Auditor for the five largest Texas ISDs

**100+**
Entities receiving a single audit

**50+**
GFOA award receipients

House Bill 3, Eighty-sixth Legislature, 2019, required the Legislative Budget Board (LBB) to establish guidelines for a school district's efficiency audit. As a result, the legislation added Texas Education Code, Section 11.184. The statute defines an efficiency audit as an investigation of the operations of a school district to examine fiscal management, efficiency, and utilization of resources.

We are here to help. As your auditor, we will issue a Summary of Audit Results that will includes responses to the 20 items included in the Efficiency Audit Guidelines, as described below. Our procedures will include, gaining an understanding of the District's fiscal management, efficiency and utilization of resources, and determining whether the District has implemented best practices utilized by Texas school districts. This will be accomplished by analyzing the data maintained by the Texas Education Agency and the District. Our fee estimate for this engagement is $14,000.

## Efficiency Audit Guidelines:

### DISTRICT DATA ON ACCOUNTABILITY, STUDENTS, STAFFING AND FINANCES, WITH PEER AND STATE COMPARISONS

1. Peer Districts
2. Accountability Rating
3. Financial Rating
4. Student Characteristics
5. District Revenue
6. District Expenditures
7. District Payroll Expenditure Summary
8. Fund Balance
9. District Staffing Levels
10. Teacher Turnover Rates
11. Special Programs

### ADDITIONAL FINANCIAL, OPERATIONAL, AND ACADEMIC INFORMATION

District Financial Information:

12. State and Regional Resources
13. Reporting
14. Oversight
15. Budget Process
16. Self-funded Programs

District Operational Information:

17. Staffing
18. Compensation System
19. Planning

District Academic Information:

20. Programs

**RESOLUTION OF THE BOARD**
**REGARDING HAZARDOUS TRAFFIC CONDITIONS**
**FOR THE 2024/2025 SCHOOL YEAR**

WHEREAS Education Code 42.155(d) allows the Board of Trustees of Cypress-Fairbanks Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous conditions.

WHEREAS the TEA handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous conditions applicable to the district and identifying the specific hazardous areas for which such funding is requested.

WHEREAS the Board acknowledges the Education Code 42.155(d) provisions stating that a hazardous condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, a major traffic artery that does not have a protected crossing, an industrial or commercial area, or another comparable condition.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Cypress-Fairbanks Independent School District has defined hazardous traffic conditions as follows.

1. Transportation will be provided for elementary students within **two miles** if:
    a. Crossing a tollway.
    b. Crossing a state highway.
    c. Crossing a farm-to-market road.
    d. Crossing a moderately to heavily traveled thoroughfare without a protected crossing (traffic light or stop sign).
    e. Walking along a moderately to heavily traveled thoroughfare without a safe walk path or
    f. Crossing a railroad track.

2. Transportation will be provided for middle school students within **two miles** if:
    a. Crossing a tollway.
    b. Crossing a state highway.
    c. Crossing a farm-to-market road.
    d. Crossing a four or more lane, heavily traveled thoroughfare without a protected crossing (traffic light or stop sign); or
    e. Crossing a railroad track

3. Transportation will be provided for high school students within **two miles** if:
    a. Crossing a six-lane roadway with a speed limit over 45 mph.
    b. Crossing a tollway.
    c. Crossing a state highway; or
    d. Crossing a farm-to-market road.

**ELEMENTARY SCHOOL CAMPUSES:**

1. **Adam** - Located at 11303 Honeygrove Ln. All areas within two miles from Adam which would require students to walk along N. Eldridge Pkwy. Cypress North Houston Rd. FM 1960. US 290. and Huffmeister Rd.
2. **Andre** – Located at 8111 Fry Rd. All areas within two miles from Andre which would require students to walk along Fry Rd. or walk along Longenbough Rd. east of Fry Rd. or cross Westgreen Blvd. or West Rd.
3. **Ault** - Located at 21010 Maple Village Dr. There are no areas within two miles from Ault that meet the hazardous criteria.
4. **Bane** – Located at 5804 Premier St. All areas within two miles from Bane which would require students to walk along Fairbanks North Houston Rd. W. Tidwell Rd. West by Northwest Rd. Hempstead Hwy. or US 290.
5. **Bang** – Located at 8900 Rio Grande Dr. All areas within two miles from Bang which would require students to walk along or cross Jones Rd.
6. **Birkes** – Located at 8500 Queenston Rd. There are no areas within two miles from Birkes that meet the hazardous criteria.
7. **Black** – Located at 14155 Grant Rd. All areas within two miles from Black which would require students to walk along Grant Rd. or Spring Cypress Rd.
8. **Brosnahan –** Located at 20220 Clay Rd. All areas within two miles from Brosnahan which would require students to walk along Fry Rd. or Clay Rd.
9. **Byrd –** Located at 20002 West Rd. All areas within two miles from Byrd which would require students to walk along Fry Rd.
10. **Copeland** – Located at 18018 Forest Heights Dr. All areas within two miles from Copeland which would require students to walk along Barker Cypress Rd.
11. **Danish** – Located at 11850 Fallbrook Dr. All areas within two miles from Danish which would require students to cross N. Eldridge Pkwy. or Jones Rd. or walk along FM 1960.
12. **Duryea** – Located at 20150 Arbor Creek Dr. All areas within two miles from Duryea which would require students to walk along or cross FM 529. or walk along Fry Rd.
13. **Emery** – Located at 19636 Plantation Myrtles Dr. All areas within two miles from Emery which would require students to walk along Fry Rd.
14. **Emmott** – Located at 11750 Steepleway Blvd. All areas within two miles from Emmott which would require students to walk along or cross Jones Rd. or FM 1960.
15. **Farney** – Located at 14425 Barker Cypress Rd. All areas within two miles from Farney which would require students to walk along or cross Huffmeister Rd. or walk along Spring Cypress Rd.
16. **Fiest** – Located at 8425 Pine Falls Dr. There are no areas within two miles from Fiest that meet the hazardous criteria.
17. **Francone** – Located at 11250 Perry Rd. All areas within two miles from Francone which would require students to walk along or cross Windfern Rd. or walk along Fallbrook Rd. or cross Perry Rd.
18. **Frazier** – Located at 8300 Little River Rd. All areas within two miles from Frazier which would require students to walk along Fairbanks North Houston Rd.
19. **Gleason** – Located at 9203 Willowbridge Park Blvd. All areas within two miles from Gleason which would require students to walk along or cross Sam Houston Tollway.

20. **Hairgrove** – Located at 7120 N. Eldridge Pkwy. All areas within two miles from Hairgrove which would require students to walk along FM 529. or N. Eldridge Pkwy.
21. **Hamilton** – Located at 12050 Old Kluge Rd. All areas within two miles from Hamilton which would require students to walk along Kluge Rd. or Grant Rd.
22. **Hancock** – Located at 13801 Schroeder Rd. All areas within two miles from Hancock which would require students to walk along or cross Schroeder Rd.
23. **Hemmenway** – Located at 20400 W. Little York Rd. All areas within two miles from Hemmenway which would require students cross W. Little York Rd. where there is not a protected crossing.
24. **Holbrook** – Located at 6402 Langfield Rd. All areas within two miles from Holbrook which would require students to walk along or cross W. Tidwell Rd. or Langfield Rd.
25. **Holmsley** – Located at 7315 Hudson Oak Dr. All areas within two miles from Holmsley which require students to walk along or cross FM 529.
26. **Hoover** – Located at 6425 Greenhouse Rd. All areas within two miles from Hoover which would require students to cross FM 529. or walk along Greenhouse Rd.
27. **Horne** – Located at 14950 W. Little York Rd. All areas within two miles from Horne which would require students to walk along or cross Addicks Satsuma Rd.
28. **Jowel**l – Located at 6355 Greenhouse Rd. All areas within two miles from Jowell which would require students to cross FM 529. or walk along Greenhouse Rd.
29. **Keith** – Located at 20550 Fairfield Green. All areas within two miles from Keith which would require students to walk along Mueschke Rd.
30. **Kirk** – Located at 12421 Tanner Rd. All areas within two miles from Kirk which would require students to walk along N. Eldridge Pkwy. or Tanner Rd.
31. **Lamkin** – Located at 11521 Telge Rd. All areas within two miles from Lamkin which would require students to walk along Telge Rd. or Cypress North Houston Rd.
32. **Lee** – Located at 12900 W. Little York Rd. All areas within two miles from Lee which would require students to walk along W. Little York Rd. or Emmett Rd.
33. **Lieder** – Located at 17003 Keith Harrow Blvd. There are no areas within two miles from Lieder that meet the hazard criteria.
34. **Lowery** – Located at 15950 Ridge Park Dr. All areas within two miles from Lowery which would require students to cross FM 529.
35. **Matzke** – Located at 10002 Mills Rd. All areas within two miles from Matzke which would require students to walk along or cross Mills Rd.
36. **McFee** – Located at 19315 Plantation Cove Ln. All areas within two miles from McFee which would require students to walk along or cross W. Little York Rd. or walk along Greenhouse Rd.
37. **McGown –** Located at 21211 Tuckerton Rd**.** There are no areas within two miles from McGown that meet the hazardous criteria.
38. **Metcalf** – Located at 6100 Queenston Blvd. All areas within two miles from Metcalf which would require students to walk along Queenston Blvd. or W. Little York Rd.
39. **Millsap** – Located at 12424 Huffmeister Rd. All areas within two miles from Millsap which would require students to walk along or cross Huffmeister Rd. Cypress North Houston Rd. or N. Eldridge Pkwy.
40. **Moore** – Located at 13734 Lakewood Forest Dr. All areas within two miles from Moore which would require students to walk along Grant Rd. or Jones Rd.

41. **Owens** – Located at 7939 Jackrabbit Rd. All areas within two miles from Owens which would require students to walk along or cross Jackrabbit Rd. or FM 529.
42. **Pope** – Located at 19019 N. Bridgeland Lake Pkwy. There are no areas within two miles from Pope that meet the hazardous criteria.
43. **Post** – Located at 7600 Equador St. All areas within two miles from Post which would require students to walk along or cross Sam Houston Tollway. or walk along US 290.
44. **Postma** – Located at 18425 West Rd. There are no areas within two miles from Postma that meet the hazardous criteria.
45. **Reed** – Located at 8700 Tami Renee Ln. All areas within two miles from Reed which would require students to walk along Fairbanks North Houston Rd.
46. **Rennell** – Located at 19500 Tuckerton Rd. There are no areas within two miles from Rennell that meet the hazardous criteria.
47. **Robinson (M.) -** Located at 4321 Westfield Village Dr. All areas within two miles from M. Robinson which would require students to walk south on Westfield Village Dr. or cross Westfield Village Dr. where there is not a protected crossing.
48. **Robison (A.)** – Located at 17100 Robison Woods Rd. All areas within two miles from Robison which would require students to walk along Spring Cypress Rd. or Skinner Rd.
49. **Sampson** – Located at 16002 Coles Crossing Dr. All areas within two miles from Sampson which would require students to walk along or cross Jarvis Rd. or Telge Rd. or walk along Spring Cypress Rd.
50. **Sheridan** – Located at 19790 Keith Harrow Blvd. All areas within two miles from Sheridan which would require students to cross Keith Harrow Blvd. or Greenhouse Rd.
51. **Swenke** – Located at 22400 Fairfield Place Dr. All areas within two miles from Swenke which would require students to cross Schiel Rd.
52. **Tipps** – Located at 5611 Queenston Blvd. All areas within two miles from Tipps which would require students to walk along or cross Queenston Blvd.
53. **Walker** – Located at 6424 Settlers Village Dr. All areas within two miles from Walker which would require students to walk along or cross FM 529.
54. **Warner -** Located at 10400 Warner Smith Blvd. There are no areas within two miles from Warner that meet the hazardous criteria.
55. **Wells** – Located at 10607 Mason Rd. There are no areas within two miles from Wells that meet the hazardous criteria.
56. **Willbern** – Located at 10811 Goodspring Dr. All areas within two miles from Willbern which would require students to walk along or cross Fallbrook Rd. or Sam Houston Tollway. or cross Legacy Park Dr.
57. **Wilson** – Located at 18015 Keith Harrow Blvd. All areas within two miles from Wilson which would require students to walk along or cross Barker Cypress Rd. or walk along Keith Harrow Blvd. or to walk along Windsong Trl. south of Keith Harrow Blvd.
58. **Woodard** – Located at 17501 Cypress North Houston Rd. All areas within two miles from Woodard which would require students to walk along Barker Cypress Rd. and Cypress North Houston Rd. east of Barker Cypress Rd.
59. **Yeager** – Located at 13615 Champion Forest Dr. All areas within two miles from Yeager which would require students to walk along or cross Champions Dr. or FM 1960. or SH 249.

**MIDDLE SCHOOL CAMPUSES:**

1. **Anthony** – Located at 10215 Greenhouse Rd**.** There are no areas within two miles from Anthony that meet the hazardous criteria.
2. **Aragon** – Located at 16823 West Rd. There are no areas within two miles from Aragon that meet the hazardous criteria.
3. **Arnold** – Located at 11111 Telge Rd. There are no areas within two miles from Arnold that meet the hazardous criteria.
4. **Bleyl** – Located at 10800 Mills Rd. All areas within two miles from Bleyl which would require students to cross Jones Rd. or SH 249.
5. **Campbell** – Located at 11415 Bobcat Rd. There are no areas within two miles from Campbell that meet the hazardous criteria.
6. **Cook** – Located at 9111 Wheatland Dr. All areas within two miles from Cook which would require students to cross W. Sam Houston Tollway.
7. **Dean** – Located at 14104 Reo St. All areas within two miles from Dean which would require students to cross Hempstead Hwy. or US 290.
8. **Goodson** – Located at 17333 Huffmeister Rd. There are no areas within two miles from Goodson that meet the hazardous criteria.
9. **Hamilton** – Located at 12330 Kluge Rd. There are no areas within two miles from Hamilton that meet the hazardous criteria.
10. **Hopper –** Located at 7811 Fry Rd. All areas within two miles from Hopper which would require students to cross FM 529.
11. **Kahla** – Located at 16212 W. Little York Rd. There are no areas within two miles from Kahla that meet the hazardous criteria.
12. **Labay** – Located at 15435 Willow River Dr. All areas within two miles from Labay which would require students to cross SH 6.
13. **Rowe** – Located at Located at 7611 Westgreen Blvd. All areas within two miles of Rowe which would require students to cross FM 529. or Westgreen Blvd.
14. **Salyards –** Located at 21757 Fairfield Place Dr. There are no areas within two miles from Salyards that meet the hazardous criteria.
15. **Smith –** Located at 10300 Warner Smith Blvd. There are no areas within two miles from Smith that meet the hazardous criteria.
16. **Spillane** – Located at 13403 Woods Spillane Blvd. There are no areas within two miles from Spillane that meet the hazardous criteria.
17. **Sprague –** Located at 10611 Mason Rd. All areas within two miles from Sprague which would require students to cross SH 99.
18. **Thornton** – Located at 19802 Keith Harrow Blvd. There are no areas within two miles from Thornton that meet the hazardous criteria.
19. **Truitt** – Located at 6600 Addicks Satsuma Rd. There are no areas with two miles from Truitt that meet the hazardous criteria.
20. **Watkins** – Located at 4800 Cairnvillage St. All areas within two miles from Watkins which would require students to cross Queenston Blvd. or SH 6.

**HIGH SCHOOL CAMPUSES:**

1. **Bridgeland –** Located at 10707 Mason Rd. All areas within two miles which would require students to cross SH 99.
2. **Cy-Fair** – Located at 22602 Hempstead Hwy. There are no areas within two miles from Cy-Fair that meet the hazardous criteria.
3. **Cypress Creek** – Located at 9815 Grant Rd. All areas within two miles of Cypress Creek which would require students to cross FM 1960. or SH 249.
4. **Cypress Falls** – Located at 9811 Huffmeister Rd. All areas within two miles of Cypress Falls which would require students to cross SH 6. or FM 529. or to cross the railroad tracks on Hempstead Rd.
5. **Cypress Lakes** – Located at 5750 Greenhouse Rd. There are no areas within two miles from Cypress Lakes that meet the hazardous criteria.
6. **Cypress Park** – Located at 7425 Westgreen Blvd. All areas within two miles of Cypress Park which would require students to cross FM 529.
7. **Cypress Ranch -** Located at 10700 Fry Rd. There are no areas within two miles from Cypress Ranch that meet the hazardous criteria.
8. **Cypress Ridge** – Located at 7900 N. Eldridge Pkwy. All areas within two miles from Cypress Ridge which would require students to cross FM 529. US 290. including the railroad tracks along the US 290.
9. **Cypress Springs** – Located at 7909 Fry Rd. All areas within two miles from Cypress Springs which would require students to cross FM 529.
10. **Cypress Woods** – Located at 13550 Woods Spillane Blvd. There are no areas within two miles from Cypress Woods that meet the hazardous criteria.
11. **Jersey Village** – Located at 7600 Solomon St. All areas within two miles from Jersey Village which would require students to cross US 290. or Sam Houston Tollway.
12. **Langham Creek** – Located at 17610 FM 529. All areas within two miles from Langham Creek which would require students to cross FM 529.

Adopted this ____ day of _____ (month), _____ (year), by the Board of Trustees

_____ _____

President Secretary

# Transportation Services Budget 2024-2025

## ZERO BASED BUDGET 2024 - 2025

- ❑ Hybrid route plan with hazardous criteria (reduction of 79 bus routes)
- ❑ Eliminate late runs
- ❑ Eliminate transportation for Alternative Learning Centers (ALC)
- ❑ Consolidate Administrative Services

**BUDGET REDUCTION**
**2024-2025 SCHOOL YEAR**
**$4,780,035**

# Transportation Plan 2024-2025

**If approved by the Cypress-Fairbanks ISD Board….**

the following criteria will be used to define hazardous traffic conditions and transportation will be provided for:

- **Elementary within one mile if**:
  - Crossing a tollway, state highway, and/or farm-to-market road;
  - Crossing a moderate to heavily traveled thoroughfare **without** protected crossing *(i.e., traffic light or stop sign);*
  - Walking along a moderate to heavily traveled thoroughfare without a safe walk path; and/or
  - Crossing a railroad track.

- **Middle school students within two miles if:**
  - Crossing a tollway; state highway, and/or farm-to-market road;
  - Crossing a four-lane or more, heavily traveled thoroughfare **without** protected crossing *(i.e., traffic light or stop sign)*; and or
  - Crossing a railroad track.

- **High school students within two miles if:**
  - Crossing a six-lane roadway with a speed limit of over 45 mph; and
  - Crossing a tollway, state highway and/or farm-market road.

***Note:*** For information related to the selection of instructional materials, see EF(LEGAL) and EFA (LOCAL).

The District shall provide age appropriate library materials for students and faculty that support student achievement, present varying levels of difficulty, have diversity of appeal, and contain a variety of points of view. The materials should provide a wide range of background information that enables students to make intelligent decisions in their daily lives. The materials should also represent diverse viewpoints and cultures appropriate to each campus to ensure their campus collections embody the unique backgrounds of the student population.

The oversight and ultimate responsibility for the review, inclusion, and final reconsideration of library materials is vested in the Board of Trustees. The Superintendent shall ensure that library materials are selected in accordance with this policy established and approved by the Board of Trustees as well as with the administrative regulations established by the Superintendent.

**Objectives**

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community.

In this policy, “library materials” may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained or displayed in a campus library. “Parent” as used in this policy includes a parent or legal guardian standing in the parental relationship to a student.

In accordance with state and local guidelines, the purpose of library collections is to enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning for pleasure.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading. While instructional materials and library materials are both considered instructional resources, they are not the same, and the term library materials should not be used interchangeably with instructional materials for the purpose of this policy.

Parental Involvement and Access

School libraries are essential and must be safe and inviting centers for teaching and learning that provide equitable access to emerging technologies and physical and virtual collections of high quality, reflecting input from key stakeholders, including parents and community members. The District shall focus on maximizing transparency with parents and community members while meeting student needs and providing enrichment opportunities with library materials.

To support parental access and transparency, the District shall post this policy and its implementing regulation along with a link to each campus and their library materials on the District's website. Parents may view their own student's library material selection(s) through the District's online library management system. Parents may also elect to restrict their own student's ability to select library materials in accordance with administrative regulation.

Protection from Inappropriate Material

Library materials, including materials available on display, in classroom libraries or available online, shall not include "harmful material" as defined by Penal Code 43.24(a)(2), "obscene" material as defined by Penal Code 43.21(a)(1) and is not protected by the First Amendment, "sexually explicit material" as defined by Education Code Section 33.021(a), or "pervasively vulgar" or "educationally unsuitable" material as referenced by the U.S. Supreme Court and determined by administrative regulation.

Library materials determined by the Texas Education Agency to contain sexually relevant material as defined by Education Code 35.001(3) require parent permission to reserve, check out, or otherwise use outside the school library.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

**Collection Development Standards**

Library materials in the library collection shall be chosen in accordance with state law. This policy shall be reviewed at least once every three (3) years and updated as needed. The Texas State Library and Archives Commission standards for school library collection development shall serve as the primary basis for developing and implementing the District's library collection development standards. Library materials included in a campus collection should be categorized into one of the District's identified book collections prior to inclusion in the collection. For administrative efficiency, the District shall identify its collections using the publishing industry's standard collection titles of: juvenile, young adult and adult collections, as defined in administrative regulation.

In the selection and determination of library materials and services, the District-level library supervisor and individuals designated by that supervisor, such as SBEC certified campus librarians, shall ensure that the materials and services comply with the mandatory collection development standards adopted by the Texas State Library and Archives Commission and consider the voluntary standards for school library services adopted by the Texas State Library and Archives Commission. The selection and determination of library materials should:

1. Enrich and support the Texas Essential Knowledge and Skills and curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles;
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards;
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis; and
4. Represent the ethnic, religious, and cultural groups of the state and their contribution to Texas, the nation, and the world.

In addition, the selection and determination of collection material should include at least two (2) of the following standards:

1. Consideration of recommendations from students, parents/guardians, and local community members;
2. Consultation with the school district's educators and library staff and/or consultation with library staff of similarly situated school districts and their collection and collection development policies;
3. An extensive review of the text of the item;
4. The context of a work, including consideration of the contextual characteristics, overall fit within the existing school library collection, and potential support of the school curriculum; or
5. Consideration of the authoritative reviews of the items from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition list for school-aged readers, library science field experts, and highly acclaimed author and literary expert recommendations.

Additional standards for fiction and literary non-fiction

In addition to the collection standards stated above, prior to any fiction or literary non-fiction material being selected for inclusion in the Young Adult or Adult Collections, a library material shall have been read or reviewed and recommended for inclusion by the District-level library supervisor, a campus librarian, or individuals designated by the District-level library supervisor.

Acquisition Procedures

Any library material acquired or being considered for purchase by the District shall be posted on the District's website for at least thirty (30) days prior to the book being included in a District library. Each acquisition list shall be provided to the Superintendent and the Board of Trustees at least five (5) days prior to posting on the District's website. Questions or concerns regarding library materials proposed for acquisition shall be addressed similar to the Formal Reconsideration process as outlined in administrative regulation.

**Grade Span Access by Collection**

The District shall ensure that the methods by which a student accesses library materials, including digital material, allows the student to only access grade-appropriate content and/or content authorized by parent permission.

The District-level library supervisor and individuals designated by that supervisor, such as SBEC certified campus librarians, shall apply access levels to library materials in the library collections by consulting professional reviews and/or recommendations from District librarians or individuals designated by the District-level library supervisor. Access levels shall be applied in accordance with administrative regulation and the following Collection levels are available at campuses (content appropriate for the grade levels at that campus) as follows:

| Grade Span | Content Access Level |
|---|---|
| Prekindergarten–grade 5 | Juvenile, Young Adult* |
| Grade 6 | Juvenile, Young Adult*, Adult* |
| Grades 7–8 | Juvenile, Young Adult, Adult* |
| Grades 9–12 | Juvenile, Young Adult, Adult* |

*Parent permission is required

**Parent Consideration**

District staff may assist a student in selecting library material for choice reading; however, the ultimate determination of appropriateness and access to library materials for a student remains with that

student's parent. Parents are encouraged to communicate with the campus librarian and their student's teacher about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative regulations, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources see EF(LEGAL).]

**Challenged Resources**

A parent of a District student, a District student who is 18 years of age or older, an individual employee in the District, or any District resident may challenge a library material maintained in the District's library collection on the basis that the library material fails to meet the standards set forth in this policy or the designated collection level for the library material is incorrect.

Guiding Principles

The following principles shall guide the Board, staff and reconsideration committees in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, even though the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.

2. A parent's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted for students during the reconsideration process unless requested by a parent for that parent's child.

4. Library materials may not be removed based solely on the ideas contained in the material, or the personal background of the author or characters in the material. [EF(LEGAL)]

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use.

Informal Reconsideration Required

Any objection or challenge to a library material must first be made through the informal reconsideration review process at the campus where the material is located. When a campus receives an objection or challenge to the appropriateness of a library material or its collection level, the campus librarian and a campus administrator shall try to resolve the matter informally. The librarian and administrator shall confer with the complainant regarding the specific concerns of the library material or assigned collection level.

If the complainant's concerns are not resolved through the informal process, the administrator shall refer the complainant to this policy and the required form to request a formal reconsideration of the library material on the District's website.

Formal Reconsideration

If the complainant is dissatisfied with the informal reconsideration review, the complainant may choose to request a formal reconsideration. A complainant must make any formal challenge to a library material on the form provided by the District and shall submit the completed and signed form to the District-level library supervisor, the campus librarian, and campus principal. Upon receipt of the form, the District-level library supervisor shall notify the campus principal and librarian at every campus where the library material is located of the challenge and shall provide a copy of the form to the Superintendent and the Board of Trustees.

The District-level library supervisor shall appoint a reconsideration committee to hear the formal reconsideration request. The reconsideration committee should generally include a campus librarian, administrator and parent from each campus or campus feeder pattern where the challenged material is located but may include fewer representatives if at multiple campuses and determined appropriate by the District-level library supervisor. The committee may also include other members such as District-level staff, secondary-level students, and any other appropriate individuals determined by the District-level library supervisor.

All members of the committee shall review the challenged library material in its entirety within forty-five (45) school days of formation of the reconsideration committee or as soon thereafter as reasonably possible given the length or complexity of the challenged resource or the number of pending reconsideration requests being considered. If the committee requires time beyond forty-five (45) school days because of the number of pending requests or the length or complexity of the challenged resources, the District-level library supervisor shall notify the complainant of the progress of the review and the estimated time period needed for the reconsideration committee to complete the review.

Once the review is completed, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be part of the library collection or assigned collection level. The committee shall prepare a written determination of its findings within ten (10) school days of the reconsideration committee meeting. The Board of Trustees, the Superintendent, and the complainant shall receive copies of the determination.

| | |
|---|---|
| Frequency of Review | After a library material has been formally reconsidered, it shall not be reviewed again through the reconsideration process within two (2) years from the date of the written determination in the formal reconsideration process unless determined by the District-level library supervisor to be reviewed sooner or the material is reviewed through the regular library maintenance schedule. [See Maintenance of Library Materials, below] |
| Appeal | The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at level three. [See DGBA, FNG, and GF] |

**Alternate Sources of Library Materials**

The District shall accept gifts and donations to a campus library with the understanding that the library materials and monies to purchase library materials must be in accordance with District policy and the selection criteria noted above. [See CDC] Classroom library materials created or maintained to enhance the instructional program or for voluntary inquiry or self-selected reading by students shall be done in accordance with the selection criteria noted above.

**Maintenance of Library Materials**

Campus library collections shall be evaluated periodically to appraise the quality of library materials in the school library to ensure the library's goals, objectives, and information needs are serving its school community and should stipulate the means to weed or update the collection. The Superintendent shall ensure administrative procedures are established for regular maintenance of the campus library collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

~~***Note:*** **This policy takes effect on January 17, 2023.**~~

***Note:*** For information related to the selection of instructional materials, see EF(LEGAL) and EFA (LOCAL).

The District shall provide ~~a wide range of~~age appropriate library materials for students and faculty that support student achievement ~~and~~, present varying levels of difficulty, have diversity of appeal, and contain a variety of points of view. The materials should provide a wide range of background information that enables students to make intelligent decisions in their daily lives. The materials should also represent diverse viewpoints and cultures appropriate to each campus to ensure their campus collections embody the unique backgrounds of the student population.

The oversight and ultimate responsibility for the review, inclusion, and final reconsideration of library materials is vested in the Board of Trustees. The Superintendent shall ensure that library materials are selected in accordance with ~~District policy and~~this policy established and approved by the Board of Trustees as well as with the administrative regulations established by the Superintendent.

**Objectives**

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community.

In this policy, “library materials” may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained or displayed in a campus library. “Parent” as used in this policy includes a parent or legal guardian standing in the parental relationship to a student.

In accordance with state and local guidelines, the purpose of library collections ~~should~~is to enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning for pleasure.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading. While instructional materials and library materials are both considered instructional resources, they are not the same, and the term library materials should not be used interchangeably with instructional materials for the purpose of this policy.

Parental Involvement and Access

School libraries are essential and must be safe and inviting centers for teaching and learning that provide equitable access to emerging technologies and physical and virtual collections of high quality, reflecting input from key stakeholders, including parents and community members. The District shall focus on maximizing transparency with parents and community members while meeting student needs and providing enrichment opportunities with library materials.

To support parental ~~engagement~~access and transparency, the District shall post ~~a list of all~~this policy and its implementing regulation along with a link to each campus and their library materials ~~online~~ on the District's website ~~and parents~~. Parents may view their own student's library material selection(s) through the District's online library management system. Parents may also elect to restrict their own student's ability to select library materials in accordance with administrative regulation.

Protection from Inappropriate Material

Library materials, including materials available on display, in classroom libraries or available online, shall not include "harmful material" as defined by Penal Code 43.24(a)(2) ~~or~~, "obscene" material as defined by Penal Code 43.21(a)(1)~~.~~ and is not protected by the First Amendment, "sexually explicit material" as defined by Education Code Section 33.021(a), or "pervasively vulgar" or "educationally unsuitable" material as referenced by the U.S. Supreme Court and determined by administrative regulation.

Library materials determined by the Texas Education Agency to contain sexually relevant material as defined by Education Code 35.001(3) require parent permission to reserve, check out, or otherwise use outside the school library.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

**Collection Development Standards**

Library materials in the library collection shall be chosen in accordance with state law. This policy shall be reviewed at least once every three (3) years and updated as needed. The Texas State Library and Archives Commission standards for school library collection development shall serve as the primary basis for developing and implementing the District's library collection development standards. Library materials included in a campus collection should be categorized into one of the District's identified book collections prior to inclusion in the collection. For administrative efficiency, the District shall identify its collections using the publishing industry's standard collection titles of: juvenile, young adult and adult collections, as defined in administrative regulation.

~~Library materials in the library collection shall be chosen in accordance with this policy and administrative regulation.~~ In the selection and determination of library materials and services, the District-level library supervisor ~~or~~and individuals designated by that supervisor ~~(i.e.,~~, such as SBEC certified campus librarians~~)~~, shall ensure that the materials ~~generally:~~

~~1.~~ and services comply ~~Are consistent with the guidelines~~with the mandatory collection development standards adopted by the Texas State Library and Archives Commission~~;~~ and consider the voluntary standards for school library services adopted by the Texas State Library and Archives Commission. The selection and determination of library materials should:

1. ~~2.~~ Enrich and support the Texas Essential Knowledge and Skills and curriculum, taking into consideration students' varied interests, ~~abilities, learning styles, and~~ maturity levels, abilities, and learning styles;

2. ~~3. Stimulate~~Foster growth in factual knowledge, ~~enjoyment of reading,~~ literary appreciation, aesthetic values, and societal standards;

3. ~~4. Develop a balanced collection presenting multiple viewpoints related to controversial issues to foster critical~~Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis ~~[see EMB regarding instruction about controversial issues]~~; and

4. ~~5.~~ Represent ~~many~~the ethnic, religious, and cultural groups of the state and their ~~contributions to the national heritage and~~ contribution to Texas, the nation, and the world ~~community;~~.

In addition, the selection and determination of collection material should include at least two (2) of the following standards:

~~6. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives;~~

~~7. Demonstrate literary merit, quality, value, and significance;~~

~~8. Have received favorable professional library reviews from state- and nationally recognized review publications;~~

~~9. Have received state or national awards or are included on recommended reading lists developed by library professionals and educators;~~

~~10. Cover topics, authors, series, or genres that fill gaps in the school library collection;~~

~~11. Include accurate and authentic factual content from authoritative sources;~~

~~12. Have a high degree of potential user appeal and interest;~~

~~13. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners;~~

5. ~~14. Are requested or recommended by~~Consideration of recommendations from students ~~and teachers~~, parents/guardians, and local community members;

~~15. Mirror selections found in other area Texas public school libraries; or~~

~~16. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.~~

6. Consultation with the school district's educators and library staff and/or consultation with library staff of similarly situated school districts and their collection and collection development policies;

7. An extensive review of the text of the item;

8. The context of a work, including consideration of the contextual characteristics, overall fit within the existing school library collection, and potential support of the school curriculum; or

9. Consideration of the authoritative reviews of the items from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition list for school-aged readers, library science field experts, and highly acclaimed author and literary expert recommendations.

Additional standards for fiction and literary non-fiction

~~Prior to any~~ In addition to the collection standards stated above, prior to any fiction or literary non-fiction material being selected for inclusion in the ~~library collection~~Young Adult or Adult Collections, a library material shall have been read or reviewed and recommended for inclusion by the District-level library supervisor, a campus librarian, or individuals designated by ~~that~~the District-level library supervisor ~~(i.e., campus librarians), or through the recommendation of a consortium of other area Texas public schools.~~

Acquisition Procedures

Any library material acquired or being considered for purchase by the District shall be posted on the District's website for at least thirty (30) days prior to the book being included in a District library.

Each acquisition list shall be provided to the Superintendent and the Board of Trustees at least five (5) days prior to posting on the District's website. Questions or concerns regarding library materials proposed for acquisition shall be addressed in accordance with administrative regulation.

**Grade Span Access by Collection**

The District shall ensure that the methods by which a student accesses library materials, including digital material, allows the student to only access grade-appropriate content~~.~~ and/or content authorized by parent permission.

The District-level library supervisor ~~or~~and individuals designated by that supervisor ~~(i.e.,~~, such as SBEC certified campus librarians~~)~~, shall apply access levels to library materials in the library ~~collection~~collections by consulting ~~the~~professional reviews and/or recommendations from District librarians~~, educators or a consortium of other area Texas public schools~~ or individuals designated by the District-level library supervisor. Access levels shall be applied in accordance with administrative regulation and the following Collection levels are available at campuses (content appropriate for the grade levels at that campus) as follows:

| Grade Span | Content Access Level |
|---|---|
| Prekindergarten–grade 5 | Juvenile, Young Adult* |
| ~~Prekindergarten–grade~~Grade 6 | Juvenile, Young Adult*, Adult* |
| Grades 7–8 | Juvenile, Young Adult, Adult* |
| Grades 9–12 | Juvenile, Young Adult, Adult* |

*Parent permission is required

**Parent Consideration**

District staff may assist a student in selecting library material for choice reading; however, the ultimate determination of appropriateness and access to library materials for a student remains with ~~the student and~~that student's parent. Parents are encouraged to communicate with the campus librarian and their student's teacher about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative regulations, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources see EF(LEGAL).]

**Challenged Resources**

A parent of a District student, a District student who is 18 years of age or older, an individual employee in the District, or any District resident may challenge a library material maintained in the District's library collection on the basis that the library material fails to meet the standards set forth in this policy or the designated collection level for the library material is incorrect.

Guiding Principles

The following principles shall guide the Board ~~and~~, staff and reconsideration committees in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, even though the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.

2. A parent's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted for students during the reconsideration process ~~except as provided in this policy or if~~unless requested by a parent for that parent's child.

4. Library materials may not be removed based solely on the ideas contained in the material, or the personal background of the author or characters in the material. [EF(LEGAL)]

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. ~~No challenged library material shall be removed solely because of the ideas expressed therein. [see EF(LEGAL)]~~

Informal Reconsideration Required

Any objection or challenge to a library material must first be made through the informal reconsideration review process at the campus where the material is located. When a campus receives an objection or challenge to the appropriateness of a library material or its collection level, the campus librarian ~~or~~and a campus administrator shall try to resolve the matter informally. The librarian ~~or~~and administrator shall ~~explain the selection process or collection level determination and discuss the intended purpose for~~confer with the complainant regarding the specific concerns of the library material~~. If appropriate, the librarian or administrator may offer a concerned parent an alternative library material to be used by that parent's~~

~~student in place of the challenged material~~ or assigned collection level.

~~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 library material.~~

If the complainant's concerns are not resolved through the informal process, the administrator shall refer the complainant to this policy and the required form to request a formal reconsideration of the library material on the District's website.

Formal Reconsideration

If the complainant is dissatisfied with the informal reconsideration review, the complainant may choose to request a formal reconsideration. A complainant ~~shall~~must make any formal challenge to a library material on the form provided by the District and shall submit the completed and signed form to the ~~principal of~~District-level library supervisor, the campus ~~where they library material is located~~librarian, and campus principal. Upon receipt of the form, the ~~principal shall appoint a reconsideration committee.~~District-level library supervisor shall notify the campus principal and librarian at every campus where the library material is located of the challenge and shall provide a copy of the form to the Superintendent and the Board of Trustees.

The District-level library supervisor shall appoint a reconsideration committee to hear the formal reconsideration request. The reconsideration committee ~~shall~~should generally include ~~the~~a campus librarian, ~~at least one member of the instructional staff who has experience using~~administrator and parent from each campus or campus feeder pattern where the challenged material ~~with students or is familiar with the challenged material's content, and a parent serving on the Campus Performance Objectives Council (CPOC). If a CPOC parent is not available, the principal will select another parent from the campus. Other members of the~~is located but may include fewer representatives if at multiple campuses and determined appropriate by the District-level library supervisor. The committee may also include other members such as District-level staff, secondary-level students, and any other appropriate individuals determined by the ~~principal~~District-level library supervisor.

~~*Expedited Initial Review*~~

All members of the committee shall review the challenged library material in its entirety. ~~Within thirty (30) calendar days~~ within forty-five (45) school days of formation of the reconsideration committee or as soon thereafter as reasonably possible given the length or complexity of the challenged resource~~,~~ or the number of pending reconsideration requests being considered. If the committee requires time beyond forty-five (45) school days because of the num-

ber of pending requests or the length or complexity of the challenged resources, the District-level library supervisor shall notify the complainant of the progress of the review and the estimated time period needed for the reconsideration committee to complete the review.

Once the review is completed, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be part of the library collection or assigned collection level. The committee shall prepare a written determination of its findings within ten (10) school days of the reconsideration committee meeting. The Board of Trustees, the Superintendent, ~~other appropriate administrators,~~ and the complainant shall receive copies of the ~~report~~determination.

~~If a formal challenge to a library material includes an allegation that the library material includes "harmful material" or "obscene" material as defined by Penal Code 43.24(a)(2) or 43.21(a)(1), the principal shall initiate an expedited review. The principal or administrator designated by the principal and the librarian shall review the specific content alleged to be harmful material or obscene and make an initial determination regarding the allegation. If upon initial review the content is determined to likely violate this policy's prohibition against harmful or obscene material, the library material shall be removed from the campus collection during the formal reconsideration process. The formal reconsideration process should proceed as outlined above, including a final written determination of the reconsideration committee's determination of its findings regarding the challenged material.~~

Frequency of Review

After a library material has been ~~reviewed through formal reconsideration at a campus~~formally reconsidered, it shall not be reviewed again ~~within one calendar year or as~~through the reconsideration process within two (2) years from the date of the written determination in the formal reconsideration process unless determined by the ~~Superintendent~~District-level library supervisor to be reviewed sooner or the material is reviewed through the regular library maintenance schedule. [See Maintenance of Library Materials, below.]

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at level ~~two~~three. [See DGBA, FNG, and GF]

**Alternate Sources of Library Materials**

The District shall accept gifts and donations to a campus library with the understanding that the ~~use and disposition of the~~library materials and monies ~~will~~to purchase library materials must be in accordance with District policy and the selection criteria noted

above. [See CDC] Classroom library materials created or maintained to enhance the instructional program or for voluntary inquiry or self-selected reading by students shall be done in accordance with the selection criteria noted above.

**Maintenance of Library Materials**

~~In accordance with state and local guidelines (including Texas Library Standards), campus~~Campus library collections shall be evaluated ~~and updated regularly based on the collections' age, relevance, diversity, and variety~~periodically to appraise the quality of library materials in the school library to ensure the library's goals, objectives, and information needs are serving its school community and should stipulate the means to weed or update the collection. The Superintendent shall ensure administrative procedures are established for regular maintenance ~~of the campus library collection. Standard maintenance procedures for each campus library collection includes repair, replacement, and removal of materials as necessary in accordance with policy and administrative regulation. Regular maintenance shall also include scheduled inventories~~ of the campus library collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

***Note:*** ~~The following provisions apply to all District facilities except the Richard E. Berry Educational Support Center and the Visual and Performing Arts Center.~~

The District has established a limited open forum for non-school use of district facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other non-school users of District facilities {See Patriotic Societies in GKS (LEGAL)}

**Scope of Use**

The District shall permit non-school use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy. ~~Such activities must be conducted by nonprofit organizations located within the District which serve students and/or the community, and which meet the community expectations for District schools.~~

~~District indoor and outdoor facilities are open for non-school use as described herein from 5:00 a.m. until 11:00 p.m. Non-school use outside of these hours must be authorized in advance in accordance with the procedures outlined in this policy.~~

~~School-sponsored and school-related events shall take priority over all non-school events. School-sponsored shall be defined as school-related events conducted, chaperoned, supervised, or advised by a professional District employee. Such events may be curricular, co-curricular, or extracurricular activities, as well as District business meetings.~~

Approval for ~~a~~ non-school use shall not be granted for any purpose that would damage or modify school property or to any group that has previously damaged school property or has an outstanding balance.

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***Note:*** See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB

- Use by District-affiliated school-support organizations: GE

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**Nonprofit Fundraising ~~Prohibited~~**

~~Eligible users, including~~The District shall permit nonprofit organizations ~~not affiliated with the District, may not~~to conduct fundraising events on District property when these activities do not conflict with school use or with this policy, or with administrative regulation at GKD.

**For-Profit Use ~~Prohibited~~**

The District shall ~~not~~ permit individuals, for-profit organizations, or groups ~~that do not have IRS nonprofit status~~ to use its ~~indoor or outdoor school~~ facilities for ~~profit~~financial gain when these activities do not conflict with school use, this policy, or District regulation GKD.

**Scheduling**

Eligible requests for non-school use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The facilities use manager shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

Activities which serve District students shall be given priority for use of District facilities.

During ~~the~~ summer months, the District may close its facilities (both indoor and outdoor) to perform yearly maintenance, scheduled renovations, or allow respite of areas. As such, District facilities may be unavailable for non-school use during the summer on a rotating basis.

Notwithstanding the above, ~~all~~the District may close its facilities ~~are closed~~ for non-school use two weeks prior to the start of school and the first week of school, with the exception of scheduled repeated use groups (described below).

**Approval of Use**

The ~~facilities use manager~~Superintendent or designee is authorized to grant or deny scheduling requests and assign the use of ~~facilities on a school campus or the District's Exhibit Center~~any District facility.

Approval of Use — Exception

Except as noted herein, no prior approval shall be required for non-school-related personal recreational use of the District's unlocked, outdoor facilities, such as parking lots, playgrounds, or tennis

courts, ~~and the like,~~ during non-school hours or days when the facilities are not otherwise in use by the District or an authorized user for a previously scheduled non-school purpose.

All unscheduled use of the District's outdoor facilities (including parking lots) must be for personal, recreational use and may not be utilized by commercial or profit-oriented businesses or individuals (including individuals providing services for pay or other remuneration).

Personal, recreational use of District parking lots shall not include organized gatherings or events in District parking lots or the extended or overnight parking of unauthorized vehicles. Any request to use a District parking lot for an extended period of time or for an organized gathering or event must be scheduled with the appropriate outside facilities use designee ~~manager~~ in accordance with this policy.

Any request to host an organized event on a District parking lot must be submitted in writing to the facilities use manager for approval consideration. If approved, insurance must be provided, and applicable rent and expenses may apply. The District reserves the right to charge the applicable rent and expenses for events held.

Recreational users of the District's outdoor facilities may not access the indoor facilities and may not alter the outdoor areas in any way. Any abuse or misuse of the District's property shall result in permanent exclusion from use of District facilities.

All outdoor facilities are closed to the public from 11:00 p.m. until 5:00 a.m.

**Emergency Use**

In case of emergencies or disasters, the Superintendent, or designee, may authorize the use of any school facility by civil defense, health, or emergency service authorities.

**Facilities Not Available**

The following facilities shall not be available for non-school use:

1. Laboratories and shops;
2. Open teaching areas/classrooms;
3. High school turf football fields;
4. Administrative areas/offices;
5. Libraries/resource centers;
6. Vacant property owned by the District; and
7. Other areas as deemed necessary.

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**Repeated Use**

The District shall permit repeated use of ~~District facilities~~any school campus or the District's Exhibit Center (i.e., weekly intervals) by any group or organization for non-school purposes for no longer than three years.

The group's plan for providing a permanent facility must be presented to the District in writing within six months of initial use and annually thereafter throughout the three-year period of use. Extensions beyond a third year shall result in additional fees and limitations as listed in District regulation GKD.

The ~~limitations on~~District may permit repeated use ~~by a non-school group or organization shall not apply to any group or organization when the primary participants in the activities are school-aged children and the activity occurs after school, prior to 8:30 p.m.~~of the Richard E. Berry Educational Support Center and the Visual and Performing Arts Center for a period of no longer than one year. Extensions beyond one year shall require the approval of the Superintendent ~~or designee~~.

**Use Agreement**

Any organization or individual approved for a non-school use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and acknowledging that the District is not liable for any personal injury or damages to personal property related to the non-school use.

~~Requests for use of facilities shall be filed no later than two weeks prior to the planned use of the facility to allow ample time to process the application, i.e., verify insurance, arrange for the facility, arrange for security, and the like, as deemed necessary.~~

**Fees for Use**

Non-school users shall be charged a fee for the use of designated facilities, unless otherwise specified in this policy or the established fee schedule.

The ~~facilities use department~~Superintendent or designee shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and the like. ~~Changes to the fee schedule take effect immediately or at the onset of the next established season for sports activities.~~

~~**Required Conduct**~~Fees for Use — Exception

Administrative regulation GKD establishes priority classifications for facility use and specifies the fees to be assessed, if any, for each classification based on the type of usage requested.

~~Persons or groups using District facilities shall:~~

1. Conduct business in an orderly manner.

2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco or vaping products on school property. [See GKA].

3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

1. Youth organizations using District facilities, unless otherwise specified, must be composed of at least 80 percent District residents.

2. Only authorized District employees shall be permitted to have keys to District facilities. Exceptions must be approved by the facilities use manager or designee.

3. Any group or organization not complying with the regulations and guidelines shall be denied future use of the facility.

4. Certain equipment, such as audiovisual equipment and instructional materials, is not available for use.

5. All groups and organizations must furnish liability insurance prior to approval for use, except as provided in this policy at Exceptions to Insurance Requirement.

6. Activities involving school-aged participants shall not be allowed in school facilities on the day prior to the administration of state standardized tests.

7. All nonprofit groups requesting use of facilities must provide confirmation of their IRS nonprofit status.

8. The District has not created a public forum for speech and debate on District property. Accordingly, District buildings, parking areas, and grounds adjacent to District buildings shall not be available to non-District groups or individuals for public demonstrations, rallies, or political events.

**User Categories**

Users shall be classified in one of the following categories as defined in the administrative regulation.

**Political Process Use**

- Category I — Student/Youth Activities

~~• Category II — Community/Civic Service Activities~~

~~• Category III — Parent Organizations [as defined by GE(LOCAL)]~~

~~• Category IV — Educational Entities~~

~~• Category V — Professional Educational Organizations~~

~~All events will be charged in accordance with the administrative regulation and the District's established facilities use rate.~~

~~The District's athletic director, with the approval of the Superintendent or designee, has the authority to designate any District athletic facility as no longer available for public use. Activities shall be reassigned to another facility, if available.~~

~~UIL activities approved by the District's athletic director and the Superintendent may be permitted at District athletic facilities.~~

Facilities shall be made available for elected officials to conduct town hall meetings to inform constituents regarding pertinent issues. Facilities shall not be used by political candidates for campaign purposes.

The District shall facilitate arrangements for at least one candidate forum prior to each Board member election. Any candidate forum ~~in~~at District facilities shall provide equal access for participation in the event by all eligible and duly filed candidates.

~~**Athletic Facilities Guidelines**~~Political Process Use Exception

The Richard E. Berry Educational Support Center complex and the Visual and Performing Arts Center facilities, parking areas, and grounds are available to non-District groups or individuals for political events according to priority categories established in the District regulation GKD.

**Liability Insurance**

A certificate of insurance shall be issued to the District prior to use of the facility in an amount to be determined by the Board. The District shall be named as an additional insured party in such a contract.

Access to the facility shall not be permitted until the application and insurance verification have been reviewed and approved by appropriate District personnel.

All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the District by registered mail at least 30 days prior to such termination.

Exceptions to Insurance Requirements

Insurance requirements shall be waived for school-sponsored groups, governmental agencies, educational entities, and District-recognized professional education organizations.

~~Any individual or group desiring to use facilities to conduct any type of instructional program, including tutoring, must conduct such programs in conjunction with an approved District program. All fees or tuition charges received for the services shall be approved by the Board and paid to the District.~~

~~School facilities shall not be available for use by any individuals or groups residing outside the District except:~~

~~1. When such activity is for the exclusive benefit of District students; or~~

~~2. When the activity is for a regional or sectional meeting by a recognized group.~~

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~~Craft shows involving third-party vendors sponsored by approved District/school support organizations shall be allowed only at the District exhibit center and at the Richard E. Berry Educational Support Center.~~

~~The craft vendors shall pay a fee to the District/school organization to be allowed booth space, but the vendors shall retain any revenue from selling their products. All proceeds from booth rentals shall go to the sponsoring school or school organization. Profits to the District from craft shows shall be used in accordance with policy GE(LOCAL).~~

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~~***Note:*** The following provisions apply only to the Richard E. Berry Educational Support Center and the Visual and Performing Arts Center.~~

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~~This policy sets out the guidelines under which non-District entities may use the Richard E. Berry Educational Support Center (RBC) or the Visual and Performing Arts Center (VPAC) facilities.~~

~~The RBC and VPAC shall be made available to District business partners, non-school District groups, companies, individuals, organizations, and for-profit and IRS-designated nonprofit entities' events after District events are determined.~~

~~These groups, individuals, and organizations must conduct activities for student and/or the community that do not conflict with~~

school programs and the community expectations for the District facilities.

The facilities shall be made available to District and school-sponsored events defined as activities conducted, chaperoned, or supervised by a professional District department or school employee(s). Such events may be curricular, co-curricular, or extracurricular activities, as well as District business meetings. School-related and department events shall take booking priority over all non-school events.

Approval shall not be granted for any purpose that would damage or modify District property.

The District shall permit IRS-designated nonprofit organizations to conduct fundraising events at the RBC and VPAC when these activities do not conflict with District use or with this policy.

The District shall permit individuals and for-profit organizations to use the RBC and VPAC for financial gain when these activities do not conflict with District use or with this policy.

School-sponsored events shall always have priority when any use is scheduled. [See FM]

**Approval of Use**

The director of the RBC or VPAC is authorized to approve use of the facilities.

Emergency Use

In case of emergencies or disasters, the Superintendent may authorize use of the RBC or VPAC by civil defense, health, or emergency service authorities.

**Facilities Not Available**

The following RBC and VPAC facilities may not be available for non-District use:

1. Administrative areas/office;

2. Storage/maintenance areas;

3. Kitchens;

4. Specific locker rooms; and

5. Other areas as deemed necessary.

The Superintendent or designee has the authority to designate any RBC or VPAC facility as no longer available for public use. In this case, scheduled activities shall be reassigned to another RBC, VPAC or District space, if available.

Groups may contract for a use agreement for a period of no longer than 12 months.

~~Any organization or individual approved for a non-school use of the RBC or VPAC shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and related fees and acknowledging that the District is not liable for any personal injury or damages to personal property related to the non-school use.~~

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~~**Fees for Use**~~

**Required Conduct**

~~Non-District users shall be charged a fee for the use of the RBC and VPAC.~~

~~All fees charged shall be those contained in the established expense rate schedule and included in the expense addendum to the use agreement. Users with a multiple-date user agreement shall be given a 60-day notice of changes to the expense rate schedule before new rates apply.~~

Persons and groups using school facilities shall:

1. Conduct business in an orderly manner;
2. Abide by all laws and policies, including, but not limited to, those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco or vaping products on school property; and
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent or designee.

All groups using ~~the RBC or VPAC~~District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

~~**General Guidelines**~~Exception

The District shall permit an exception to the prohibition on the sale, possession, and consumption of alcoholic beverages for certain events held at the Richard E. Berry Educational Support Center complex if:

1. ~~Any group not complying with the regulations and guidelines shall be denied future use of~~The facility is leased to an organization for an event that is not sponsored by the District ~~facilities~~.
2. The user agreement requires that the event is held outside of the regular school hours; and

3. Alcoholic beverages are sold and served in accordance with the law by a person with an appropriate retail license or permit.

~~2. The user shall pay for damages to property. Misuse or abuse of equipment or facilities shall constitute grounds for immediate denial of use.~~

~~3. All users must furnish liability insurance prior to approval of use, except as provided in this policy at Exceptions to Insurance Requirement.~~

~~4. All nonprofit organizations requesting use must provide confirmation of their IRS nonprofit status.~~

~~The RBC food and beverage department shall manage all food and beverage needs at the RBC. Any food or beverage request for the VPAC shall be approved by the facility director.~~

1.

~~The facility's director shall coordinate the use of the RBC and VPAC sidewalks, parking lots, and grounds. The facility reserves the right to charge the applicable fees for events held on the parking lots and grounds or for vehicles parking at an event.~~

~~Skateboards and motorized vehicles of any kind are not to be operated on the facility grounds without prior approval.~~

~~Unauthorized business or commercial use of the parking lots, sidewalks, or grounds of the facilities is prohibited.~~

~~**User Tiers**~~

~~Users shall be classified in one of the following tiers, as defined in the administrative regulation:~~

~~• Tier 1 — District or school event~~

~~• Tier 2 — IRS-designated nonprofit organization~~

~~• Tier 3 — For-profit organization~~

~~UIL activities approved by the District's athletic director or the District's fine arts director and the Superintendent or designee may be permitted at the RBC or VPAC.~~

~~**Political Process Use**~~

~~The RBC and VPAC facilities, parking areas, and grounds are available to non-District groups or individuals for political events according to the Tiers established in this policy and administrative regulations.~~

~~**Liability Insurance**~~

~~A certificate of insurance shall be issued to the District prior to use of the facility in an amount to be determined by the Board. The District shall be named as an additional insured party in such a contract.~~

~~All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination.~~

~~Access to the facility shall not be permitted until the application and insurance verification have been reviewed and approved by appropriate District personnel.~~

| Summary report:<br>Litera Compare for Word 11.3.0.46 Document comparison done on 6/6/2024 5:04:28 PM | |
|---|---|
| **Style name:** Default Style | |
| **Intelligent Table Comparison:** Active | |
| **Original filename:** GKD(LOCAL) 2023.docx | |
| **Modified filename:** GKD(LOCAL) Revisions 2024.docx | |
| **Changes:** | |
| Add | 59 |
| ~~Delete~~ | 145 |
| ~~Move From~~ | 0 |
| Move To | 0 |
| Table Insert | 0 |
| ~~Table Delete~~ | 0 |
| Table moves to | 0 |
| ~~Table moves from~~ | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| **Total Changes:** | 204 |

**Authority**

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

**Transfer Requests**

A nonresident student shall ~~not~~ be permitted to attend District schools, ~~except~~ as provided below~~.~~:

~~Exceptions~~
Nonresidents

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. All nonresident or interdistrict transfer applications shall be accepted each year during the interdistrict transfer window. The transfer guidelines shall be posted on the District website.

~~The following exceptions shall apply:~~

Nonresident District Employees

~~1.~~ A child of a full-time District employee eligible to receive benefits living outside District boundaries may request a transfer to any campus designated as open or closed. [See FDB(REGULATION)]

Resident Students Who Become Nonresidents

~~2. A resident student who becomes a nonresident shall not be permitted to continue to attend a District school for the remainder of the school year. A nonresident student shall be withdrawn and shall be required to enroll in the new district. As an exception, a resident high school senior who becomes a nonresident shall be permitted to continue to attend the District school for the remainder of the school year and shall be subject to tuition if:~~

~~a. The student has completed his or her entire junior year in the District the previous school year; and~~

~~b. The student's attendance, behavior, and academic expectations have been met and continue to be met.~~

A resident student who becomes a nonresident during the course of a school year may be permitted to continue in attendance for the remainder of the school year.

Senior Students Who Become Nonresidents

A student who has successfully completed his or her junior year may attend school in the District for one additional year, provided the student meets all transfer requirements.

Sibling Transfers

Sibling status shall not guarantee transfer approval. Each request to transfer to attend a school with his or her sibling shall be evaluated as all other requests and shall not be given preference. Any sibling must meet all criteria for transfer eligibility.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Campus Transfer Status

Annually, the Board shall approve administrative recommendations for each school as to whether the school:

1. Shall be open for a specified number of transfers;
2. Shall be closed for all transfers except for children of District employees; or
3. Shall be closed for all new transfers.

The Superintendent or designee may make exceptions for extenuating circumstances.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

**Tuition**

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

**Transportation**

The District shall not provide transportation for a transfer student, except as required by law.

**Revocation of Transfers**

Parents and students accepting transfers are expected to abide by all District conditions/guidelines. The District may revoke the transfer if conditions/guidelines are not met.

**Appeals**

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

**Definitions**

The term “immediate family” is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

To confirm a family relationship, the District may require the employee using leave to provide reasonable documentation, such as a child’s birth certificate, a marriage license, a court order, or a sworn statement from the employee.

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full time or part time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a life-threatening condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time and, if applicable, vacation days, earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

Line of Duty Eligible Action

An eligible action taken in the line of duty for the purposes of Law Enforcement Line of Duty Leave is defined as a reasonable, lawful, and authorized law enforcement action required by or authorized because the employee is a commissioned police officer on duty for the District. An eligible action does not include illness or injury resulting from routine or administrative duties not specific to law enforcement that occur during the course of employment.

**Availability**

In accordance with administrative regulation DEC(REGULATION), the District shall make state personal leave and local leave for the current year available for use at the beginning of the fiscal year.

**Earning Local Leave**

An employee using full or proportionate paid leave shall be considered to be in paid status.

**Deductions**

Leave without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for Less Than Full Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

**Recording**

The following is provided to allow for absences of less than a full day for professional employees:

1. If a professional employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full leave day of absence.
2. If a professional employee is absent two or three instructional periods, he or she shall be charged with one-half leave day of absence from duty.
3. Conference or planning periods shall be counted as periods of employment.
4. For the purpose of this provision, elementary schools and support facilities may use hours in the workday in lieu of instructional periods.

The following is provided to allow for absences of less than a full day for hourly and paraprofessional employees:

1. If a paraprofessional employee is absent in excess of 50 percent of his or her workday, the absence shall be charged as one full leave day.
2. If a paraprofessional employee is absent up to 50 percent of his or her workday, the absence shall be charged as one-half leave day.

3. If an hourly employee is absent a portion of his or her workday, the employee shall be charged for the absence on an hourly basis.

If an employee is taking intermittent Family and Medical Leave Act (FMLA) leave, leave shall be recorded in one-hour increments.

**Order of Use**

Earned compensatory time shall be used before any available paid state and local leave or vacation. [See DEAB]

Unless an employee requests a different order for leave or vacation, available paid leave and vacation shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. Vacation, if applicable.
4. State personal leave.

**Concurrent Use of Leave**

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use compensatory time and paid leave concurrently with FMLA leave. Temporary disability leave shall apply after FMLA leave is exhausted.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

**Medical Certification**

An employee shall submit medical certification of the reason for absence if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

***Note:*** For District contribution to employee insurance during leave, see CRD(LOCAL).

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Limitations*

Request for Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes. Discretionary use of state personal leave shall be granted on a first-come, first-served basis on each campus or within each department.

Duration of Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays except when used under the student teaching leave provisions for paraprofessional and ancillary employees.

**Local Leave**

All employees shall earn five paid local leave days per school year, in accordance with administrative regulation DEC(REGULATION), for the first 187 workdays of employment.

Employees in positions requiring more than 187 workdays per year shall earn additional local leave days, in accordance with administrative regulation DEC(REGULATION).

Local leave shall accumulate without limit.

Local leave may be used under the student teaching leave provisions for paraprofessional and ancillary employees.

Unless expressly stated otherwise in this policy, local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year. [See DEC(LEGAL)]

**Sick Leave Bank**

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and vacation, if applicable.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

**Emergency Closure Leave**

All eligible employees shall receive ten leave days of emergency closure leave per fiscal year, in accordance with administrative regulation DEC(REGULATION). Emergency closure leave shall not carry over beyond the fiscal year in which it is allocated. Emergency closure leave may only be used if the Superintendent, in accordance with EB(LOCAL), has closed the District, individual campus(es), or facility as a result of a local, regional, or national disaster, epidemic, or other emergency condition resulting in the unplanned closure of the District, individual campus(es), or facility.

Compensation during Closure

Employees who are required to work during an emergency closure of the District or their respective campus(es) or facility shall be compensated in accordance with DEA(LOCAL) and DEA(REGULATION).

**Parental Bonding**

Local leave and/or state non-discretionary personal leave to a maximum of ten leave days may be used by an employee for bonding with a child 12 months of age or younger. Paid leave for bonding shall not be granted in conjunction with the provisions of

paid leave for adoption or foster care placement for more than a total of 30 days of paid leave. Use of paid leave for parental bonding under this paragraph shall run concurrently with leave under the FMLA, if applicable.

**Adoption / Foster Care**

Local leave and/or state non-discretionary personal leave to a maximum of 30 leave days may be used for primary care of an adopted child or for the placement of a child with the employee for foster care if the child is 60 months of age or younger. If both parents of the child are employed by the District, the District shall permit combined paid leave for this purpose to a total of 30 days. Use of paid leave for adoption/foster care under this paragraph shall run concurrently with leave under the FMLA, if applicable.

**Mental Health Leave**

An employee is eligible for up to three days of mental health leave through administrative leave with pay, granted in response to a traumatic event that occurred in the scope of the employee's employment with the District, as defined in DEC(REGULATION). Mental health leave is provided without a deduction in salary or other leave. Requests for mental health leave must be submitted in writing to the employee's immediate supervisor within seven calendar days of the traumatic event. Mental health leave requests shall be treated with confidentiality.

**Assault Leave**

An eligible employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, for up to two (2) years from the date of injury. A district employee is physically assaulted if the person engaging in the conduct causing injury to the employee:

1. Could be prosecuted for assault; or
2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person not responsible for purposes of criminal liability.

Assault Leave runs concurrent with any other eligible leave.

An employee is considered recuperated from physical injuries sustained once the employee can return to duty with or without accommodations, unless doing so would worsen an injury or additional leave would facilitate the healing process.

**Communicable Disease Leave for Peace Officers**

A commissioned peace officer employed by the District as a police officer pursuant to CKE(LOCAL) is eligible for quarantine or isolation leave if the officer in the scope of employment is:

1. Exposed to or contracts a communicable disease defined as a notifiable condition by the Texas Department of State Health

Services in Title 25 of the Texas Administrative Code Section 97.3; and

2. Is ordered by the chief of police or the Harris County Public Health Department to quarantine or isolate as a result of the notifiable condition. The communicable disease leave for District police officers under this provision is provided without a deduction in salary or other leave.

If a District police officer is ordered to quarantine by the Harris County Public Health Department under this provision, the officer is eligible for reimbursement for reasonable costs of lodging and meals for the ordered quarantine in accordance with DEC(REGULATION) and District policy.

**Law Enforcement Line of Duty Leave**

A commissioned peace officer employed by the District as a police officer pursuant to CKE(LOCAL) is eligible for Law Enforcement Line of Duty Leave for physical illness or injury resulting from an eligible action taken while on duty. For up to one year, days of Law Enforcement Line of Duty Leave may not be deducted from the officer's personal leave. In the event an officer also qualifies for Assault Leave under this policy, the officer will also be placed on Assault Leave, which shall run concurrently with Law Enforcement Line of Duty Leave. Following exhaustion of Law Enforcement Line of Duty leave, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. However, the officer may utilize and any other eligible leave for which the officer qualifies under this policy (i.e., Assault Leave) or use accumulated personal leave and in accordance with DEC(REGULATION). Injuries or illness resulting from routine or administrative duties not specific to a law enforcement action that occur during employment may be covered by other leave or benefit entitlements for which the officer qualifies and is eligible.

**Other Absences**

Any other release time granted or approved days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD]

**Family and Medical Leave**

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

| | |
|---|---|
| Intermittent or Reduced Schedule Leave | The District shall not permit the use of intermittent or reduced schedule FMLA leave for the care of a newborn child or the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.] |
| Certification of Leave | If an employee requests or is placed on leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]<br><br>When the need for leave is foreseeable, the employee must return the completed medical certification to the human resources department within 15 calendar days of receiving the form. The healthcare provider must describe the appropriate medical facts regarding the person's health condition. Failure to return the forms on a timely basis, or submission of incomplete forms, may result in a delay or denial of leave and could result in the employee's absence being designated as unexcused and unprotected.<br><br>The employee shall provide subsequent medical certification every 30 days except as provided by FMLA regulations. |
| Fitness-for-Duty Certification | If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.<br><br>The medical certification shall contain a statement about the employee's ability to perform essential job functions. Failure to provide the certification may result in a delay or denial of restoration of employment. The costs associated with obtaining the certification shall be the employee's responsibility. The fitness-for-duty requirement shall not apply to employees returning from intermittent or reduced schedule leave.<br><br>An employee shall give notice of the intent to return to duty before expiration of the FMLA leave. The employee ordinarily shall give notice two business days before his or her projected date of return in order to minimize potential workplace disruption and to allow for the smooth transition of assignments from other employees to the returning employee. |
| End-of-Semester Leave | If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester] |
| Failure to Return | If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost] |

**Temporary Disability Leave**

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave. The employee shall provide medical documentation of the need for leave.

A contract employee on temporary disability leave shall notify the Superintendent or designee of the desire to return to active duty at least 30 days prior to the expected date of return. The notice must include a fitness-for-duty certification.

A contract employee returning from temporary disability leave during the last month of service of a contract period must return a minimum of ten workdays prior to the end of the contract period.

Contract Employees—Certified Educators

Any full-time contract employee whose position requires educator certification by the State Board of Educator Certification (an "educator") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another location may voluntarily approve the appointment of an educator who wishes to return from leave of absence. However, if no other principal approves the assignment of the educator by the beginning of the next school year, the District must place the educator at the school where the educator formerly taught or was assigned.

Contract Employees—Noncertified Positions

Other full-time contract employees (a "full-time employee") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

The District shall make an effort to place a full-time employee returning to active duty after a leave of absence for temporary disability in an assignment at the school or work location where the full-time employee formerly worked, subject to the availability of the same or a similar position. In any event, the full-time employee shall be placed on active duty no later than the beginning of the next school year; however, the assignment may not be in the same or a similar position.

Noncontract Employees

The District may grant a noncontract employee a leave of absence for temporary disability for a maximum of 60 workdays per 12-month period or until all paid leave is exhausted, whichever is greater. A 12-month period is measured backward from the date the employee was granted temporary disability.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

A noncontract employee returning to active duty after a leave of absence for temporary disability shall be assigned to his or her former position, subject to the availability of the position. In the event the former position is no longer available, the employee shall be assigned to the first available comparable or similar position. If a comparable or similar position does not become available within six weeks from the employee's request to return to active duty, the District shall have no further obligation to return the employee to duty; and the employee's employment shall be terminated.

A noncontract employee unable or unwilling to return to work at the conclusion of temporary disability leave and exhaustion of all available leave shall be terminated.

**Workers' Compensation**

***Note:*** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use accumulated paid leave instead of receiving weekly income benefits.

An employee choosing to use paid leave shall not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-injury or pre-illness wage. If the employee does not elect to use paid leave, the employee shall receive workers' compensation wage benefits only, which may not equal his or her pre-injury or pre-illness wage.

**Jury Duty**

An employee shall be granted leave with pay and without loss of paid leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.

**Other Court Appearances**

An employee shall be granted leave with pay and without loss of paid leave for absences due to compliance with a valid subpoena in the following circumstances:

1. The employee, who is not a party to the litigation, is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena, in accordance with law. [See DEC(LEGAL)]
2. The employee is a defendant in a lawsuit based on actions taken in the course and scope of his or her employment, and the employee is requested by the District's legal counsel to participate in activities and proceedings related to the defense of the lawsuit.
3. The employee is not a party to a lawsuit involving the District but is otherwise requested by the District's legal counsel to provide information, assistance, or testimony in connection with litigation involving the District.

An employee who is a party to non-District litigation or legal proceedings and is absent due to activities and/or proceedings related to the litigation or legal proceedings must use available state personal leave for the absence.

**Professional Study Leave**

At the recommendation of a professional employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Superintendent or designee for up to one contract year for the purposes of pursuing education study or research that are deemed beneficial to the District. The employee

must have been employed by the District for at least three years and hold a term or continuing contract with the District to be eligible to apply.

Return to employment in the position or at the site employed prior to the leave is not guaranteed by the District or the employee. Upon presentation to the District of acceptable documentation of fulfillment of the leave, an employee returning to the District from a professional study leave to the same type of position held immediately prior to the leave shall retain previously accumulated unused local leave, contract status earned in the position held immediately prior to the leave, and career ladder status, if any, in the position held immediately prior to the leave.

**Paraprofessional / Ancillary Employee Leave for Student Teaching**

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor, the Superintendent or designee may grant a leave of absence with or without pay for one semester as identified on the current District school calendar for the purpose of student teaching. Student teaching is defined as on-campus classroom teaching at a District school under the direction of a university supervisor and cooperating teacher.

The paraprofessional/ancillary employee must have been employed by the District for at least three years and be currently enrolled in a program of study leading to a bachelor's degree, teacher certification, and qualification for highly qualified status under federal law.

The District shall not guarantee a return to employment in the same position or at the site employed prior to the leave. A paraprofessional/ancillary employee returning to the District from this leave shall be assigned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

**Reimbursement of Leave upon Retirement**

An employee eligible to earn paid leave benefits shall be reimbursed for earned accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under the regulations of the Texas Teacher Retirement System (TRS) and submits a letter of resignation giving notice of retirement from the District.

For an employee whose local, state sick, and state personal leave days have been accumulated on less than a full-day (seven-hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early

retirement under the TRS Program. If an employee meets the criteria to retire under TRS and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.

2. Maximum benefits shall only be paid to employees who have been employed by the District for ten years prior to retirement. Employees who have been employed five to nine years may draw 50 percent to 90 percent of the maximum benefit, respectively.

3. The one-time maximum benefit to an employee shall be $125 for each unused day of local leave, state sick leave, and state personal leave, not to exceed a maximum of 150 days.

4. This benefit shall be paid to employees who submit their resignation with the intent to retire either:

    a. At the completion of the semester as identified in the current school calendar; or

    b. At the completion of their annual work calendar year.

The last professional day in each semester for teachers may serve as the end of the semester for hourly employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester as identified by the current school calendar or completed his or her annual work calendar because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance. Benefits shall be paid in the month following the retirement date.

**Definitions**

The term “immediate family” is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

To confirm a family relationship, the District may require the employee using leave to provide reasonable documentation, such as a child’s birth certificate, a marriage license, a court order, or a sworn statement from the employee.

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full time or part time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a life-threatening condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time and, if applicable, vacation days, earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

Line of Duty Eligible Action

An eligible action taken in the line of duty for the purposes of Law Enforcement Line of Duty Leave is defined as a reasonable, lawful, and authorized law enforcement action required by or authorized because the employee is a commissioned police officer on duty for the District. An eligible action does not include illness or injury resulting from routine or administrative duties not specific to law enforcement that occur during the course of employment.

**Availability**

In accordance with administrative regulation DEC(REGULATION), the District shall make state personal leave and local leave for the current year available for use at the beginning of the fiscal year.

**Earning Local Leave**

An employee using full or proportionate paid leave shall be considered to be in paid status.

**Deductions**

Leave without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for Less Than Full Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

**Recording**

The following is provided to allow for absences of less than a full day for professional employees:

1. If a professional employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full leave day of absence.
2. If a professional employee is absent two or three instructional periods, he or she shall be charged with one-half leave day of absence from duty.
3. Conference or planning periods shall be counted as periods of employment.
4. For the purpose of this provision, elementary schools and support facilities may use hours in the workday in lieu of instructional periods.

The following is provided to allow for absences of less than a full day for hourly and paraprofessional employees:

1. If a paraprofessional employee is absent in excess of 50 percent of his or her workday, the absence shall be charged as one full leave day.
2. If a paraprofessional employee is absent up to 50 percent of his or her workday, the absence shall be charged as one-half leave day.

3. If an hourly employee is absent a portion of his or her workday, the employee shall be charged for the absence on an hourly basis.

If an employee is taking intermittent Family and Medical Leave Act (FMLA) leave, leave shall be recorded in one-hour increments.

**Order of Use**

Earned compensatory time shall be used before any available paid state and local leave or vacation. [See DEAB]

Unless an employee requests a different order for leave or vacation, available paid leave and vacation shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. Vacation, if applicable.
4. State personal leave.

**Concurrent Use of Leave**

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use compensatory time and paid leave concurrently with FMLA leave. Temporary disability leave shall apply after FMLA leave is exhausted.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

**Medical Certification**

An employee shall submit medical certification of the reason for absence if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

***Note:*** For District contribution to employee insurance during leave, see CRD(LOCAL).

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Limitations*

Request for Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes. Discretionary use of state personal leave shall be granted on a first-come, first-served basis on each campus or within each department.

Duration of Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays except when used under the student teaching leave provisions for paraprofessional and ancillary employees.

**Local Leave**

All employees shall earn five paid local leave days per school year, in accordance with administrative regulation DEC(REGULATION), for the first 187 workdays of employment.

Employees in positions requiring more than 187 workdays per year shall earn additional local leave days, in accordance with administrative regulation DEC(REGULATION).

Local leave shall accumulate without limit.

Local leave may be used under the student teaching leave provisions for paraprofessional and ancillary employees.

Unless expressly stated otherwise in this policy, local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year. [See DEC(LEGAL)]

**Sick Leave Bank**

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and vacation, if applicable.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

**Emergency Closure Leave**

All eligible employees shall receive ten leave days of emergency closure leave per fiscal year, in accordance with administrative regulation DEC(REGULATION). Emergency closure leave shall not carry over beyond the fiscal year in which it is allocated. Emergency closure leave may only be used if the Superintendent, in accordance with EB(LOCAL), has closed the District, individual campus(es), or facility as a result of a local, regional, or national disaster, epidemic, or other emergency condition resulting in the unplanned closure of the District, individual campus(es), or facility.

Compensation during Closure

Employees who are required to work during an emergency closure of the District or their respective campus(es) or facility shall be compensated in accordance with DEA(LOCAL) and DEA(REGULATION).

**Parental Bonding**

Local leave and/or state non-discretionary personal leave to a maximum of ten leave days may be used by an employee for bonding with a child 12 months of age or younger. Paid leave for bonding shall not be granted in conjunction with the provisions of

paid leave for adoption or foster care placement for more than a total of 30 days of paid leave. Use of paid leave for parental bonding under this paragraph shall run concurrently with leave under the FMLA, if applicable.

**Adoption / Foster Care**

Local leave and/or state non-discretionary personal leave to a maximum of 30 leave days may be used for primary care of an adopted child or for the placement of a child with the employee for foster care if the child is 60 months of age or younger. If both parents of the child are employed by the District, the District shall permit combined paid leave for this purpose to a total of 30 days. Use of paid leave for adoption/foster care under this paragraph shall run concurrently with leave under the FMLA, if applicable.

**Mental Health Leave**

An employee is eligible for up to three days of mental health leave through administrative leave with pay, granted in response to a traumatic event that occurred in the scope of the employee's employment with the District, as defined in DEC(REGULATION). Mental health leave is provided without a deduction in salary or other leave. Requests for mental health leave must be submitted in writing to the employee's immediate supervisor within seven calendar days of the traumatic event. Mental health leave requests shall be treated with confidentiality.

**Assault Leave**

An eligible employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, for up to two (2) years from the date of injury. A district employee is physically assaulted if the person engaging in the conduct causing injury to the employee:

1. Could be prosecuted for assault; or
2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person not responsible for purposes of criminal liability.

Assault Leave runs concurrent with any other eligible leave.

An employee is considered recuperated from physical injuries sustained once the employee can return to duty with or without accommodations, unless doing so would worsen an injury or additional leave would facilitate the healing process.

**Communicable Disease Leave for Peace Officers**

A commissioned peace officer employed by the District as a police officer pursuant to CKE(LOCAL) is eligible for quarantine or isolation leave if the officer in the scope of employment is:

1. Exposed to or contracts a communicable disease defined as a notifiable condition by the Texas Department of State Health

Services in Title 25 of the Texas Administrative Code Section 97.3; and

2. Is ordered by the chief of police or the Harris County Public Health Department to quarantine or isolate as a result of the notifiable condition. The communicable disease leave for District police officers under this provision is provided without a deduction in salary or other leave.

If a District police officer is ordered to quarantine by the Harris County Public Health Department under this provision, the officer is eligible for reimbursement for reasonable costs of lodging and meals for the ordered quarantine in accordance with DEC(REGULATION) and District policy.

**Law Enforcement Line of Duty Leave**

A commissioned peace officer employed by the District as a police officer pursuant to CKE(LOCAL) is eligible for Law Enforcement Line of Duty Leave for physical illness or injury resulting from an eligible action taken while on duty. For up to one year, days of Law Enforcement Line of Duty Leave may not be deducted from the officer's personal leave. In the event an officer also qualifies for Assault Leave under this policy, the officer will also be placed on Assault Leave, which shall run concurrently with Law Enforcement Line of Duty Leave. Following exhaustion of Law Enforcement Line of Duty leave, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. However, the officer may utilize and any other eligible leave for which the officer qualifies under this policy (i.e., Assault Leave) or use accumulated personal leave and in accordance with DEC(REGULATION). Injuries or illness resulting from routine or administrative duties not specific to a law enforcement action that occur during employment may be covered by other leave or benefit entitlements for which the officer qualifies and is eligible.

**Other Absences**

Any other release time granted or approved days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD]

**Family and Medical Leave**

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

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| Intermittent or Reduced Schedule Leave | The District shall not permit the use of intermittent or reduced schedule FMLA leave for the care of a newborn child or the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.] |
| Certification of Leave | If an employee requests or is placed on leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]<br><br>When the need for leave is foreseeable, the employee must return the completed medical certification to the human resources department within 15 calendar days of receiving the form. The healthcare provider must describe the appropriate medical facts regarding the person's health condition. Failure to return the forms on a timely basis, or submission of incomplete forms, may result in a delay or denial of leave and could result in the employee's absence being designated as unexcused and unprotected.<br><br>The employee shall provide subsequent medical certification every 30 days except as provided by FMLA regulations. |
| Fitness-for-Duty Certification | If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.<br><br>The medical certification shall contain a statement about the employee's ability to perform essential job functions. Failure to provide the certification may result in a delay or denial of restoration of employment. The costs associated with obtaining the certification shall be the employee's responsibility. The fitness-for-duty requirement shall not apply to employees returning from intermittent or reduced schedule leave.<br><br>An employee shall give notice of the intent to return to duty before expiration of the FMLA leave. The employee ordinarily shall give notice two business days before his or her projected date of return in order to minimize potential workplace disruption and to allow for the smooth transition of assignments from other employees to the returning employee. |
| End-of-Semester Leave | If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester] |
| Failure to Return | If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost] |

**Temporary Disability Leave**

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave. The employee shall provide medical documentation of the need for leave.

A contract employee on temporary disability leave shall notify the Superintendent or designee of the desire to return to active duty at least 30 days prior to the expected date of return. The notice must include a fitness-for-duty certification.

A contract employee returning from temporary disability leave during the last month of service of a contract period must return a minimum of ten workdays prior to the end of the contract period.

Contract Employees—Certified Educators

Any full-time contract employee whose position requires educator certification by the State Board of Educator Certification (an "educator") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another location may voluntarily approve the appointment of an educator who wishes to return from leave of absence. However, if no other principal approves the assignment of the educator by the beginning of the next school year, the District must place the educator at the school where the educator formerly taught or was assigned.

Contract Employees—Noncertified Positions

Other full-time contract employees (a "full-time employee") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

The District shall make an effort to place a full-time employee returning to active duty after a leave of absence for temporary disability in an assignment at the school or work location where the full-time employee formerly worked, subject to the availability of the same or a similar position. In any event, the full-time employee shall be placed on active duty no later than the beginning of the next school year; however, the assignment may not be in the same or a similar position.

Noncontract Employees

The District may grant a noncontract employee a leave of absence for temporary disability for a maximum of 60 workdays per 12-month period or until all paid leave is exhausted, whichever is greater. A 12-month period is measured backward from the date the employee was granted temporary disability.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

A noncontract employee returning to active duty after a leave of absence for temporary disability shall be assigned to his or her former position, subject to the availability of the position. In the event the former position is no longer available, the employee shall be assigned to the first available comparable or similar position. If a comparable or similar position does not become available within six weeks from the employee's request to return to active duty, the District shall have no further obligation to return the employee to duty; and the employee's employment shall be terminated.

A noncontract employee unable or unwilling to return to work at the conclusion of temporary disability leave and exhaustion of all available leave shall be terminated.

**Workers' Compensation**

***Note:*** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use accumulated paid leave instead of receiving weekly income benefits.

An employee choosing to use paid leave shall not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-injury or pre-illness wage. If the employee does not elect to use paid leave, the employee shall receive workers' compensation wage benefits only, which may not equal his or her pre-injury or pre-illness wage.

**Jury Duty**

An employee shall be granted leave with pay and without loss of paid leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.

**Other Court Appearances**

An employee shall be granted leave with pay and without loss of paid leave for absences due to compliance with a valid subpoena in the following circumstances:

1. The employee, who is not a party to the litigation, is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena, in accordance with law. [See DEC(LEGAL)]
2. The employee is a defendant in a lawsuit based on actions taken in the course and scope of his or her employment, and the employee is requested by the District's legal counsel to participate in activities and proceedings related to the defense of the lawsuit.
3. The employee is not a party to a lawsuit involving the District but is otherwise requested by the District's legal counsel to provide information, assistance, or testimony in connection with litigation involving the District.

An employee who is a party to non-District litigation or legal proceedings and is absent due to activities and/or proceedings related to the litigation or legal proceedings must use available state personal leave for the absence.

**Professional Study Leave**

At the recommendation of a professional employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Superintendent or designee for up to one contract year for the purposes of pursuing education study or research that are deemed beneficial to the District. The employee

must have been employed by the District for at least three years and hold a term or continuing contract with the District to be eligible to apply.

Return to employment in the position or at the site employed prior to the leave is not guaranteed by the District or the employee. Upon presentation to the District of acceptable documentation of fulfillment of the leave, an employee returning to the District from a professional study leave to the same type of position held immediately prior to the leave shall retain previously accumulated unused local leave, contract status earned in the position held immediately prior to the leave, and career ladder status, if any, in the position held immediately prior to the leave.

**Paraprofessional / Ancillary Employee Leave for Student Teaching**

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor, the Superintendent or designee may grant a leave of absence with or without pay for one semester as identified on the current District school calendar for the purpose of student teaching. Student teaching is defined as on-campus classroom teaching at a District school under the direction of a university supervisor and cooperating teacher.

The paraprofessional/ancillary employee must have been employed by the District for at least three years and be currently enrolled in a program of study leading to a bachelor's degree, teacher certification, and qualification for highly qualified status under federal law.

The District shall not guarantee a return to employment in the same position or at the site employed prior to the leave. A paraprofessional/ancillary employee returning to the District from this leave shall be assigned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

**Reimbursement of Leave upon Retirement**

An employee eligible to earn paid leave benefits shall be reimbursed for earned accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under the regulations of the Texas Teacher Retirement System (TRS) and submits a letter of resignation giving notice of retirement from the District.

For an employee whose local, state sick, and state personal leave days have been accumulated on less than a full-day (seven-hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early

retirement under the TRS Program. If an employee meets the criteria to retire under TRS and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.

2. Maximum benefits shall only be paid to employees who have been employed by the District for ten years prior to retirement. Employees who have been employed five to nine years may draw 50 percent to 90 percent of the maximum benefit, respectively.

3. The one-time maximum benefit to an employee shall be $125 for each unused day of local leave, state sick leave, and state personal leave, not to exceed a maximum of 150 days.

4. This benefit shall be paid to employees who submit their resignation with the intent to retire either:

    a. At the completion of the semester as identified in the current school calendar; or

    b. At the completion of their annual work calendar year.

The last professional day in each semester for teachers may serve as the end of the semester for hourly employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester as identified by the current school calendar or completed his or her annual work calendar because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance. Benefits shall be paid in the month following the retirement date.

**Reasons**

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Any reason constituting good cause for terminating the contract during its term.

**Recommendations from Administration**

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

**Superintendent's Recommendation**

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

**Notice of Proposed Nonrenewal**

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The initial notice or any subsequent notice shall contain the hearing procedures.

**Request for Hearing**

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall ~~file a written request with the commissioner of education, and provide~~notify the Board ~~a copy of the request,~~in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee of the date and time of the hearing, which shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay.

**Hearing ~~Procedures~~By the Board**

Unless the employee requests that the hearing be open, the hearing shall be conducted in a closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

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| | ~~The~~A record of the hearing shall be ~~conducted by an independent hearing examiner in accordance with the process described at DFD~~made so that a certified transcript can be prepared, if required. |
| Board Decision | ~~Following the hearing, the Board shall take appropriate action in accordance with DFD.~~<br><br>The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final. |
| No Hearing | If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent. |

**Reasons**

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Any reason constituting good cause for terminating the contract during its term.

**Recommendations from Administration**

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

**Superintendent's Recommendation**

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

**Notice of Proposed Nonrenewal**

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The initial notice or any subsequent notice shall contain the hearing procedures.

**Request for Hearing**

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee of the date and time of the hearing, which shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay.

**Hearing By the Board**

Unless the employee requests that the hearing be open, the hearing shall be conducted in a closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

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| Board Decision | The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final. |
| No Hearing | If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent. |

**Middle Schools**

All students in grades 6–8 shall be scheduled for at least seven classes each day. Exception: Students, with prior approval, may have a one-hour early release for off-campus physical education.

Selecting Courses

Students select courses for the next school year during the spring semester. Students and their parents should consider these factors as they make their course selections: requirements of the middle school curricula; purpose of the course; possible prerequisite for other courses; student's overall program and educational/career goals; and, in some instances, the students' desire to earn high school credit while in middle school.

Time for Dropping Courses or Changing Schedules without Penalty

Requests for course changes should be submitted in writing prior to the beginning of the new school year. Or once classes begin in the fall semester, students may drop a course or make a schedule change with no consequences only during the first two ~~three~~weeks of the semester. Acceptable reasons for dropping a course or making a schedule change follow:

1. Student does not meet prerequisites for the course.
2. Student does not meet grade placement requirement of the course.
3. Student already has credit in the course.
4. Student is placed in an inappropriate level.
5. Student has not met requirement for K-level or HORIZONS placement.
6. Student needs a different course to complete requirements in the middle school curricula.

An administrator or school counselor shall inform students of deadlines and requirements for dropping courses or changing schedules as well as the ramifications of such decisions. Drops or changes occurring during the semester's two~~three~~-week grace period shall not be shown on the student's record.

Consequences of Dropping Courses after Two~~Three~~-Week Grace Period

Drops or changes occurring after the two~~three~~-week grace period shall be shown on the student's record. An administrator or school counselor shall inform the student and his or her parent of the possible impact that a course change can have, e.g., failure to meet promotion standards.

Only Allowable Changes after Two~~Three~~-Week Grace Period without a Penalty

The following list describes the situations in which students may change their schedule of courses, after the two~~three~~-week grace period, without penalty:

1. Students may withdraw from athletics or band at any time, but, in each case, they shall be assigned to a physical education class or to another appropriate class.

2. Students may withdraw from advanced-level courses and be enrolled in on-level courses in these instances:

   a. A student making below an 80 average at the end of the third week of a grading period may upon his or her request and parent approval be placed in an appropriate on-level class for the remainder of the school year.

   b. A student may, upon his or her request and with parent approval, transfer from a K-level class to an appropriate on-level class at the end of any six-weeks' grading period.

3. A student's schedule of courses may change at any time from general education to special education settings due to an ARD decision.

4. Any other changes to a student's schedule must be made with the principal's or designee's approval of the student's and parent's request.

**Senior High Schools**

All students in grades 9–12 shall be scheduled for at least seven classes each day.

Only Allowable Exceptions to Enrollment in Seven Classes

1. Students may have a one- or two-hour early release to take a college course (see EHDD) or to participate in an approved off-campus physical education program (see EHAC). Students may have a one-hour late arrival or a one-hour late arrival and a one-hour early release for the same purposes. Students enrolled in a career preparation program (co-op) may have a one- or two-hour early release to go to work.

2. The principal may grant a one- or two-hour early release, a one-hour late arrival, or a one-hour late arrival and a one-hour early release to a senior who is enrolled in courses that complete the Foundation High School Program with endorsements, who has passed all required state-mandated assessments, and who meets at least one of the following conditions:

   a. Any of the situations listed in item 1 above, i.e., enrolled in a college course or co-op;

   b. Has a job;

   c. Critical family needs such as head-of-household, wage-earner;

d. Caregiver for an infant/child or an elderly or disabled parent/grandparent;

e. Other situations requested by the parent and approved in writing by the principal.

3. Beginning with the class of 2019, the principal may grant a one-hour late arrival or early release for a junior for the sole purpose of taking a course at Lone Star College.

4. Beginning with the class of 2026, the principal may grant early release to a senior who is enrolled in courses that that complete the Foundation High School Program with endorsements, who has met at least one college and career readiness standard, who has passed all required state-mandated assessments, and who meets at least one of the conditions in item 2 above.

All students granted early release or late arrival must be enrolled for a minimum of five classes each day and must have written parent permission. Early release or late arrival must be approved before the twothree-week grade period ends for schedule changes at the beginning of each semester.

**Selecting Courses**

Students select courses for the next school year during the spring semester. Factors that students and their parents should consider in selecting courses include requirements for graduation, relevance to the student's overall program and educational/career goals, purpose of the course, and possible prerequisite for other courses.

**Time for Dropping Courses or Changing Schedules without Penalty**

Requests for course changes should be submitted in writing prior to the beginning of the new school year. Or once classes begin in the fall semester, students may drop a course or make a schedule change with no consequences only during the first two three weeks of the semester. Acceptable reasons for dropping a course or making a schedule change follow:

1. Student does not meet prerequisites for the course.
2. Student does not meet grade placement requirement of the course.
3. Student already has credit in the course.
4. Student is placed in an inappropriate level.
5. Student has not met requirement for K-level, AP, or HORIZONS placement.
6. Student needs a different course to meet graduation requirements.

An administrator or school counselor shall inform students of deadlines and requirements for dropping courses or changing schedules as well as the ramifications of such decision. Drops or changes occurring during the semester's twothree-week grace period shall not be shown on the student's record.

Students may also drop a year-long course at the end of the first semester or within the second semester's twothree-week grace period with no penalty. They shall receive a grade, credit, and grade points for the first semester.

Consequences of Dropping Courses after Two Three-Week Grace Period

If a student is allowed to drop a course after the twothree-week grace period, he or she shall receive no credit for the course. The student's record shall show a "WD" for the semester in which the withdrawal is made. The course shall count as one attempted with no credit earned and zero grade points allowed. This course shall also be calculated in the grade point average and shall negatively affect class rank.

Only Allowable Changes after TwoThree-Week Grace Period without a Penalty

The following list describes the situations in which students may change their schedule of courses, after the twothree-week grace period, without the grade penalty of a "WD" previously described:

1. Students may withdraw from band, dance, JROTC, cheerleading, or athletics at any time, but, in each case, they shall be assigned to physical education or to an office assistant position.

2. Students may withdraw from advanced-level courses and be enrolled in on-level courses in these instances:

   a. A student making below an 80 average at the end of the third week of a grading period may, upon his or her request and parent approval, be placed in an appropriate on-level class for the remainder of the school year.

   b. A student may, upon his or her request and with parent approval, transfer from a K-level class to an appropriate on-level class at the end of any six-weeks' grading period.

   c. A student making 80 or above in any AP course may, upon his or her request and with parent approval, transfer from an AP class to an appropriate K-level class at the end of any six-weeks' grading period during or at the end of the first semester.

3. A student's schedule of courses may change at any time from general education to special education settings due to an ARD decision.

Such changes shall be made at student and parent request and with the principal's or designee's approval.

**Time Allocations**

The following time allotments shall be used at the elementary level to ensure districtwide consistency in the opportunities that all students have to master the TEKS in all foundation and enrichment courses.

**Prekindergarten**

Prekindergarten shall be scheduled as a ~~half~~-full day program for students who meet the ~~income or language~~ qualifications established at the state level.

~~Students shall be assigned to morning or afternoon sessions based on residential locations and bus routing considerations.~~

To match the limited attention span of four-year-olds, a developmentally appropriate schedule for prekindergarten reflects frequent changes in learning activities.

~~A sample schedule is:~~

| | |
|---|---|
| ~~8:30-8:45~~ | ~~Breakfast~~ |
| ~~8:45-9:00~~ | ~~Opening/Calendar~~ |
| ~~9:00-9:20~~ | ~~Academic Centers (LA, Math, Science, SS)~~ |
| ~~9:20-9:40~~ | ~~Language Arts~~ |
| ~~9:40-10:00~~ | ~~Academic Centers (LA, Math, Science, SS)~~ |
| ~~10:00-10:20~~ | ~~Mathematics~~ |
| ~~10:20-10:40~~ | ~~Music~~ |
| ~~10:40-11:10~~ | ~~P.E. & Recess~~ |
| ~~11:10-11:25~~ | ~~Story Time~~ |
| ~~11:15-11:30~~ | ~~Closure/Dismissal~~ |

| | |
|---|---|
| ~~8:15-8:50~~ | ~~Breakfast and Morning Activities~~ |
| ~~8:50-11:50~~ | ~~Academic Block: (Language Arts/Social Studies/Music/Movement)~~ |
| ~~11:50-12:50~~ | ~~Lunch & Recess~~ |
| ~~12:50-1:45~~ | ~~Rest Time~~ |

| | |
|---|---|
| ~~1:45-3:05~~ | ~~Academic Block: (Mathematics & Science)~~ |
| ~~3:05-3:35~~ | ~~Developmental Centers~~ |
| ~~3:35-3:40~~ | ~~Closure/Dismissal~~ |

**Kindergarten**

Kindergarten shall be scheduled as a full-day program. Frequent changes in learning activities shall be made within larger blocks of instructional time. ~~as shown in the sample schedule noted:~~

| | |
|---|---|
| ~~8:30-8:45~~ | ~~Opening/Calendar~~ |
| ~~8:45-9:30~~ | ~~Mathematics~~ |
| ~~9:30-11:00~~ | ~~Academic Block (Language Arts, Science, Social Studies, Technology)~~ |
| ~~11:00-12:00~~ | ~~Recess & Lunch~~ |
| ~~12:00-12:45~~ | ~~Reading~~ |
| ~~12:45-1:45~~ | ~~Arts/Music/P.E.~~ |
| ~~1:45-3:20~~ | ~~Academic Block (Language Arts, Science, Social Studies, Technology)~~ |
| ~~3:20-3:30~~ | ~~Closure/Dismissal~~ |

| | |
|---|---|
| ~~8:15-8:25~~ | ~~Morning Activities~~ |
| ~~8:25-8:50~~ | ~~Closing the Gap: Focused Instruction~~ |
| ~~8:25-12:10~~ | ~~Academic Block: (Language Arts/Social Studies)~~ |
| ~~12:10-1:10~~ | ~~Lunch & Recess~~ |
| ~~1:10-2:10~~ | ~~Academic Block: (Mathematics & Science)~~ |
| ~~2:10-3:05~~ | ~~PE, Art & Music~~ |
| ~~3:05-3:30~~ | ~~Developmental Centers~~ |
| ~~3:30-3:40~~ | ~~Closure/Dismissal~~ |

~~**Grades 1–2**~~

~~In grades 1–2, the following time allocations reflect minimum standards for subject area instruction. A a class "period" may range from 45 minutes to 60 75 minutes. The time needed to move students from one class to another is included within these recommended instructional blocks.~~

| | |
|---|---|
| ~~Language Arts~~ | ~~2.5 periods daily~~ |
| ~~Mathematics~~ | ~~1 period daily~~ |
| ~~Science/Social Studies~~ | ~~1 period (daily/weekly rotation)~~ |
| ~~Closing the Gap~~ | ~~25 minutes daily~~ |
| ~~Art/Music/P.E.~~ | ~~1 period (daily/weekly rotation)~~ |
| ~~Health~~ | ~~TEKS are assigned to science, social studies, P.E., Boys Town, and special activities conducted by the school counselor. and nurse.~~ |

~~The instructional time dedicated to the mastery of TEKS in the foundation and enrichment subjects noted above accounts for approximately 5.5 hours of the seven-hour school day.~~

**Grades ~~3~~ 1–5**

In grades ~~**3**~~ **1**–5, ~~the following time allocations reflect minimum standards for subject area instruction. A~~ a class "period" may range from 45 minutes to ~~60~~ 75 minutes. The time needed to move students from one class to another is included within ~~these~~ recommended instructional blocks.

| | |
|---|---|
| ~~Language Arts/ Social Studies~~ | ~~2.5 periods daily~~ |
| ~~Mathematics~~ | ~~1 period daily~~ |
| ~~Science~~ | ~~1 period daily~~ |
| ~~Social Studies~~ | ~~1 period daily~~ |
| ~~Closing the Gap~~ | ~~25 minutes daily~~ |
| ~~Art/Music/P.E.~~ | ~~1 period (daily/weekly rotation)~~ |
| ~~Health~~ | ~~TEKS are assigned to science, social studies, P.E., Boys Town, and special activities conducted by the school counselor. and nurse.~~ |

The instructional time dedicated to the mastery of TEKS in the foundation and enrichment subjects ~~noted above~~ accounts for approximately 5.5 hours of the seven-hour school day.

**Special Considerations**

Approximately one hour is designated at each grade level for lunch and recess.

~~Approximately one-half hour is available at each grade level for discretionary instructional use at the campus level. This time may be used to extend instructional time in any of the foundation subjects for tutoring, special services, and enrichment activities.~~

The size of fine arts and physical education classes shall not exceed the number reached when two foundation classes are combined. Instructional aides shall be assigned to fine arts classes that have more than 45 students in attendance, or when the number of special need students requires additional help to maintain a quality learning environment.

~~The evaluation of students' mastery of health TEKS shall be included as part of the six- nine-week grades given in science, social studies, and physical education.~~

The elementary schedule may be altered occasionally to accommodate special events and projects that support the academic program and reinforce grade level TEKS. These cocurricular activities may include cultural arts programs, field trips, student performances, ~~DARE~~, and standardized testing.

The elementary schedule may be altered as needed to accommodate the special services provided by federal, state, or local requirements for individual students who qualify for the following services: bilingual, ESL, G/T, special education, dyslexia, and reading enrichment.~~, and reading recovery.~~

~~Tutorial services shall be included as part of the reteaching process in each of the foundation subjects, shall be reinforced through homework assignments, may be provided during recess, or may be offered as an extended-day program.~~

**Campus Waivers**

Principals may submit a local administrative waiver to request a deviation from the district's recommended timeframes. These waivers shall be reviewed on an annual basis. Waivers may be requested to accommodate the special learning needs of individual students and/or to respond to student achievement data that show a need for additional instruction in a specific subject or grade level.

# Student Code of Conduct



## 2024–2025

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT

LEARN • EMPOWER • ACHIEVE • DREAM

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**2024–2025 STUDENT HANDBOOK/STUDENT CODE OF CONDUCT**

Dear Parents or Guardians,

The 2024–2025 publication of the Student Handbook and Student Code of Conduct for Cypress-Fairbanks Independent School District (CFISD) is intended to serve as a resource to students, parents, staff, and the Board of Trustees. The information in this publication is reviewed and revised annually by a committee of parents, students, and district personnel. The Student Handbook provides general information regarding the district's policies, practices, and procedures. The Student Code of Conduct, which is approved by the Board of Trustees, specifies the expectations for student behavior, the behavior management techniques that are utilized by teachers and administrators, and the consequences for student misconduct.

It is very important that you and your child review this information. There is a shared understanding of the district's expectations for student behavior and the consequences should misconduct occur. With your support and encouragement, we are confident your child will adhere to the behavioral expectations of the Student Code of Conduct. Also, in addition to the normal communication that takes place between school and home, we are encouraging students and parents to provide any helpful information to campus or district officials that will reinforce the district's priority goal of safe schools for all students and staff.

Sincerely,



Douglas Killian, Ph. D.

Superintendent of Schools

# General Information



# Code of Conduct Purpose

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code (TEC).

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, OSS, placement in a Disciplinary Alternative Education Program (DAEP), or expulsion from school.

The Student Code of Conduct has been adopted by the Cypress-Fairbanks Board of Trustees and developed with the advice of the district-level committee. The Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect year-round, including summer, until a newly adopted version becomes effective for the next school year. For the purposes of this document, campus principals, associate principals, and assistant principals are the designated Campus Behavior Coordinators and are responsible for maintaining student discipline. The district shall post on its website for each campus, the email address and telephone number of the person serving as a Campus Behavior Coordinator. Contact information may be found at **www.cfisd.net**. Parents shall be promptly notified of any conduct violation that may result in a student being suspended, placed in an in-school suspension/Discipline Management Class (DMC), placed in a DAEP, or expelled.

In accordance with state law, the Code of Conduct shall be posted on each school campus website or shall be available for review at the office of the principal, assistant principal, registrar, counselor, library, and reception area. Additionally, the Code shall be posted on the district's website: **www.cfisd.net**.

Because the Student Code of Conduct is adopted by the district's Board of Trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

The Glossary, found at the end of the Code of Conduct, provides definitions for misconduct and terminology used throughout the document; the TEC provides detailed discipline information and can be accessed through this link: **https://statutes.capitol.texas.gov/Docs/ED/htm/ED.37.htm**

# Accessibility Assistance

If you have difficulty accessing the information in this document because of a disability, please contact Student Services at 281-897-4000 or **studentservices@cfisd.net** for assistance.

# Safety Pledge

All students are expected to adhere to the Safety Pledge.

Recognizing that every student has the right to a safe environment where everyone is treated with respect:

| Elementary Safety Pledge |
| --- |
| 1. I will help my school to be a place where all students feel safe and treat each other with respect.<br>2. I will keep my hands and feet to myself and not touch personal belongings of others.<br>3. I will not bully, tease, or hurt anyone. If I hear or see bullying/cyberbullying or teasing, I will tell the person to stop and report it to an adult.<br>4. I will tell an adult right away if I hear anyone threaten another person.<br>5. I will immediately tell an adult if a student brings something to the school that could hurt self or others. |
| **Secondary Safety Pledge** |
| 1. I will have an essential role in school safety and violence prevention.<br>2. I will respect and maintain personal space of others.<br>3. I will not bully, tease, or hurt anyone. If I hear or see bullying/cyberbullying, teasing or harassment, I will tell the person to stop and report it to an adult.<br>4. I will immediately report any threats of violence, suicide, presence of weapons, explosives, or drugs to school administrators, allowing them to investigate and determine the seriousness of the report.<br>5. I will promote the acceptance of individual differences, recognizing that diversity contributes to the strength of my school. |

# Standards for Conduct



# Standards for Conduct

## Student Conduct

The Cypress-Fairbanks Independent School District shall foster a climate of mutual respect for the rights of others. Each student is expected to respect the rights and privileges of other students, teachers, and district personnel.

Students are expected to:

1. Abide by the Student Safety Pledge.
2. Adhere to requirements of the Student Code of Conduct and Student Handbook.
3. Attend all classes, regularly and on time.
4. Cooperate with the school staff in maintaining safety, order, and discipline.
5. Report any acts of bullying/cyberbullying, threats to the safety of students, and dangerous behaviors/situations to school personnel.
6. Respect the rights and privileges of other students, teachers and other district staff, and volunteers.

## Parent Conduct

Parents or legal guardians are expected to complete the Acknowledgment of Electronic Distribution of Student Code of Conduct indicating that you are aware that the Student Code of Conduct is available online and that a hard copy will be provided upon request. In addition, we request that parents:

1. Bring to the attention of school authorities any learning problem or condition that may relate to their child's education.
2. Encourage their child to adhere to the Student Handbook, Student Code of Conduct, and school discipline policies.
3. Ensure student safety by adhering to established drop-off and pick-up times and procedures.
4. Act in a manner that is appropriate for the school setting and does not pose a substantial risk of harm to others.
5. Refrain from photographing, audio or video recording other adults or students without permission.
6. Provide appropriate identification when requested by school personnel and display required visitor identification while on school premises.

# School District Authority and Jurisdiction

The district may enact health and safety requirements consistent with the law anytime deemed necessary and may impose campus, classroom, or club/organization rules in addition to those found in the Student Code of Conduct. These rules may be listed in the student and campus handbooks, posted in classrooms, or published in extracurricular handbooks, state, or national organization by-laws, and/or constitutions, and may or may not constitute violations of the Student Code of Conduct. Additional rules or requirements, not part of the Student Code of Conduct, may be adopted and approved by the sponsor, campus principal, and/or district administrator.

## Disciplinary Authority of the School District

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities. To maintain a safe and orderly environment, school personnel have the authority and responsibility to question students and request a written statement regarding their conduct and conduct of others with or without parent permission or the presence of the parent(s). The district prohibits the use of corporal punishment.

The district has disciplinary authority and jurisdiction over a student:

1. During the regular school day.
2. While the student is traveling on district provided transportation.
3. While the student attends any school-related activity, regardless of time or location.
4. For offenses committed on school property of another district in Texas.
5. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
6. When criminal mischief is committed on or off school property, or at a school-related event.
7. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location.
8. When a student engages in cyberbullying, as provided by TEC 37.0832.
9. When the student commits a felony, as provided by TEC Sections 37.006 or 37.0081.
10. When the student is required to register as a sex offender.

The district has the right:

1. To limit a student's participation in graduation activities for violating the district's Student Code of Conduct. Participation might include a speaking role as established by district policy and procedures.
2. To revoke parking privileges.
3. To revoke the transfer of a student.
4. To search a student, their belongings, and vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district. (Refer to Cypress-Fairbanks ISD Police Department Searches Conducted by Authorities.)
5. To search or inspect at any time, without notice, desks, lockers, district-provided technology or similar items that are the property of the district and are provided for student use as a matter of convenience.

## Disciplinary Authority of the Campus Principal

The campus principal has the final authority in determining the disciplinary assignment for a student's misconduct. Discipline decisions of the campus principal may not be appealed, including through the use of one of the district's grievance policies.

The only exceptions are:

1. An assignment to a DAEP that extends beyond 60 days, the end of the next grading period, or the end of the school year.
2. Maintaining a student's placement in a DAEP after receiving notice of Article 15.27(g), Code of Criminal Procedure.
3. A recommendation for expulsion.

## Refusal of Entry, Ejection, Identification

In accordance with TEC 37.105, a school administrator, school resource officer, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to behave or leave peaceably on request and:

1. The person poses a substantial risk of harm to any person, or
2. The person behaves in a manner that is inappropriate for a school setting (on that instance or previously), and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with board policies FNG (LOCAL) or GF (LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

## Parent Notification

The assistant principal shall promptly notify a student's parent by phone or in person of any violation that may result in one of the following:

1. In-school suspension/DMC.
2. Out-of-school suspension (OSS).
3. Placement in a DAEP.
4. Expulsion.
5. The student being taken into custody by a law enforcement officer under the disciplinary provisions of the TEC.

A good faith effort shall be made on the day the action was taken to provide written notification of the disciplinary action to the student for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5 PM of the first business day after the day disciplinary action was taken, the assistant principal shall send notification via email or US mail. If the assistant principal is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent regarding the reason for the detention to allow arrangements for necessary transportation.

## Discipline Assignment and Notification

| Assignment | Recommended or Assigned By | Notification/Due Process | Appeal To |
|---|---|---|---|
| Detention Hall (DH) | Assistant Principal | Phone notification and conference* and written communication | Principal or Designee |
| In-School Suspension/ Discipline Management Class (DMC) | Assistant Principal | Phone notification and conference* and written communication | Principal or Designee |

| Assignment | Recommended or Assigned By | Notification/Due Process | Appeal To |
|---|---|---|---|
| Out-of-School Suspension (OSS) | Assistant Principal | Phone notification and conference* and written communication | Principal or Designee |
| Disciplinary Alternative Education Program (ALC/SOS) | Assistant Principal or Associate Principal | Phone notification and conference* and written communication | Principal or Designee or *Office of Student Services when the placement extends beyond 60 calendar days or the end of the next grading period* |
| Expulsion (JJAEP) | Principal | Phone notification and conference* and written communication | Office of Student Services or Board of Trustees or District Court |

*Conference—a meeting with parent or guardian in person, via phone, or remotely regarding discipline infraction.

## Clubs and Organizations

Sponsors and coaches of extracurricular activities may develop and enforce standards of conduct that are higher than the district's general standards and may condition membership or the student's 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. However, no provision of an extracurricular behavioral standard shall have the effect of discriminating on the basis of gender, race, disability, religion, or ethnicity.

Organizational standards of repetitive behavior of 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 separate, independent disciplinary actions. A student may be removed from participation in extracurricular activities or may be excluded from school honors or activities for violation of organizational standards of behavior of an extracurricular activity or for violation of the Student Code of Conduct. All students are expected to maintain the highest level of discipline and decorum at all school functions. Failure to comply with administrative directives promoting order and respect may result in the student being removed from participation in school activities, including, but not limited to, commencement exercises.

# Behavior Management Techniques

In general, discipline will be designed to improve conduct and to encourage all students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of behavior management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. Discipline for a particular offense, unless otherwise specified by law, may include varying techniques and responses.

Student consequences shall be administered fairly and equitably and be based on careful assessment of the circumstances of each case. Factors that will be considered when deciding whether to suspend, place or expel shall include:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).
5. A student's status in foster care.
6. A student's status as homeless.

The district will provide, as appropriate for students at each grade level, an outline of behavior management options including, but not limited to:

1. Managing students in the classroom, on school grounds, and on the school bus or vehicle owned and operated by the district.
2. Applying discipline and restorative techniques.
3. Preventing and intervening in student discipline concerns, including bullying/cyberbullying, harassment, and making hit lists.

The following corrective action options include restorative practices and behavior management techniques and consequences, which may be used alone or in combination for Student Code of Conduct violations:

1. Administrator/Behavior Coach/Counselor/Teacher/Student conference
2. Behavior coaching (anger management strategies, skill building, social skills lessons)
3. Check-in/check-out
4. Citations/criminal complaints filed by CFISD Police Department
5. Confiscation of nuisance items
6. Conflict resolution (peer mediation, restorative circles, stay away agreements)
7. Contract
8. Cooling-off time
9. Counseling by school personnel
10. Detention
11. Expulsion (Level V violations only)
12. Flexible scheduling
13. Grade penalty for cheating
14. In-school suspension/DMC
15. Mentor program
16. Oral or written correction
17. OSS (Level III, Level IV, and Level V violations only)
18. Parent contact: note, call or conference
19. Parent outreach/training opportunities
20. Prompting/reminder of expectations
21. Reflective activity (book/movie study, educational project)
22. Removal from classroom in the form of a routine office referral
23. Removal to a DAEP (Level III and Level IV violations only)
24. Restoration or restitution, as applicable
25. Restrict or revoke bus riding privileges
26. Seating changes within the classroom or bus
27. Service project (campus/community)
28. Student Support Plan
29. Withdrawal of privileges, such as attendance at or participation in extracurricular activities or school-sponsored or school-related events (e.g., homecoming, prom, or graduation), eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations
30. Other strategies and consequences as determined by school officials

# Student Transportation

School buses are provided as a service to transport students to and from school and/or related activities and are considered an extended part of the school day. District rules and guidelines are applicable on the buses or vehicles owned, operated, or controlled by the district.

1. Video cameras may be used to ensure the safety of students and staff.
2. Any violation of the rules will be reported by the bus driver to the respective principal or designee for corrective action. Restitution for any damages incurred must be made before riding privileges are reinstated.
3. Students violating bus rules are subject to disciplinary consequences, which may include a bus seat reassignment, campus behavior interventions, and/or removal of bus riding privileges.
4. When a disruption occurs on a CFISD bus, students may be removed from the bus and be transported to the CFISD Police Department where a parent/guardian will be contacted to pick up their child. In addition to school disciplinary action, students may receive written citations or criminal complaints filed against them by CFISD Police Department in accordance with state law. If a parent/guardian cannot be contacted, the student may be transported to the Department of Family and Protective Services (DFPS).
5. It will be the responsibility of the parents or guardians to transport students to and from school following the removal of bus riding privileges.
6. Serious misbehavior or persistent unsafe conduct could result in immediate removal from the bus and removal of bus riding privileges.

## Student Expected Bus/Transportation Behavior

All students are expected to adhere to the following rules when being transported by buses or vehicles owned, operated, or controlled by the district. All administrators are directed to enforce these safety rules by the appropriate action, which may include the temporary or permanent withdrawal of riding privileges, depending upon the seriousness of the violation and all other circumstances of each individual case.

1. Boarding school buses, students must:
   - Be at the bus stop at least 5 minutes prior to scheduled pick up time.
   - Wait for the bus in designated areas, away from the roadway.
   - Scan their ID badge each time they enter their assigned bus.

2. Departing school buses, students must:
   - Exit the bus in an orderly manner and through the front service door.
   - Scan their ID badge each time they exit their assigned bus.
   - Avoid the bus "danger zone" (within 10 feet of the bus) and should never cross behind the bus.
3. Students must properly wear seat belts while being transported in any seat belt equipped vehicle that is owned, leased, or utilized by the district.
4. The driver is authorized to assign seats. Students will sit in their assigned seats each day. Students are responsible for any vandalism to that seat and to their area.
5. Students will not vandalize or deface any part of the bus. Any damage to the bus must be reported to the driver immediately. These infractions are subject to suspension from bus riding privileges, restitution, and/or additional disciplinary action for all damages.
6. For safety reasons, students must not attempt to get on or off the bus or move about the bus while it is in motion. In accordance with Board Policy CNC (LEGAL), students are to remain seated and wearing seatbelts while the bus is in motion. Students should remain seated until the bus is released by the driver. Removal of bus riding privileges may result if a student does not comply with the seat belt policy.
7. Students must not, at any time, extend any part of their bodies out the bus windows, nor shall they in any way touch or hang onto the bus before boarding or after leaving.
8. Students will not bring any items on the bus that could cause harm to property or person, as well as items prohibited on school property as outlined in district policy.
9. The emergency exits shall not be tampered with and will be used only in emergency situations.
10. Fighting in any form while riding on the bus may result in removal of bus riding privileges.
11. Students must respect private property at each designated bus stop. Violation of property boundaries or destruction of property could result in citation or arrest in accordance with state law.
12. Unauthorized entry on the bus without driver's permission is strictly prohibited and could result in citation or arrest in accordance with state law.

Parents, guardians, and persons acting in loco parentis will:

1. Be responsible and accountable for the conduct and safety of their children at all times prior to the arrival and after the departure of the school bus at the assigned school bus stop.
2. Understand and support district guidelines, policies, regulations, and principles of school bus safety, including ensuring their child has a district-issued student identification badge to ride the school bus.

3. Review and reinforce student safety expectations to encourage appropriate conduct on the bus.
4. Understand that unauthorized entry on the bus without driver's permission is strictly prohibited and could result in citation or arrest in accordance with state law.

# Prohibited Behavior

## Bullying/Cyberbullying

The district prohibits bullying, including cyberbullying, as defined by Policy FFI [Local]. Retaliation against anyone involved in the complaint process is a violation of district policy and is prohibited. Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, and ostracism.

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report bullying incidents may impair the district's ability to investigate and address the prohibited conduct.

To obtain assistance and intervention, any student who believes that they have experienced bullying or believe that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, assistant principal, principal, or other district employee.

Any district employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee. A report may be made orally or in writing. A report may also be completed anonymously through the Cy-Fair Tip Line. The principal or designee shall reduce any oral reports to written form.

## Gang/Gang Activity

Gangs or gang activity will not be tolerated in Cypress-Fairbanks ISD schools. A gang is a group of individuals, juveniles and/or adults that associate on a continuous basis and are involved in delinquent or criminal activity.

Gangs generally adopt common dress or identifier that identifies them as a group, that includes but not limited to hats, shirts, pants, jackets, shoes, bandanas, jewelry, graffiti, or drawings of gang symbols on notebooks or clothing, haircuts, tattoos, rosary beads, or other religious symbols, or social media accounts that depict gang affiliation Identifiers can, but do not always, mean gang-related membership or activity.

Students are prohibited from any behaviors which are associated with gang-related affiliation including, but not limited to, violation of established dress code, possession of paraphernalia, intimidation of students or staff members, graffiti or symbols, tattoos, and identifying language or hand signals. Campus administrators may ban such dress or behaviors from school that are gang related. Appropriate discipline will be assigned to students refusing to comply with this policy or administrative directives related to it. Any attempt to violate the provision of these guidelines will result in disciplinary action consistent with the district discipline policy and state law.

## Hazing Behavior

Students and organizations are prohibited from initiating or engaging in hazing or from encouraging or assisting any other person in hazing.

## Telecommunication Devices

Except as noted in this section, during the school day (see glossary), students are generally prohibited from using all telecommunication devices such as, but not limited to, cellular phones. Such devices must not be visible and must remain turned off. Placing the cell phone into silent/vibrate mode and text messaging is not considered "turned off" and is prohibited.

Individual campuses may adopt telecommunication device amended procedures that are less restrictive than the aforementioned rules, that identify other non-instructional times during the school day where these devices may be in use without penalty. These procedures must be approved by the campus principal and must be clearly communicated to the students and parents prior to implementation.

Teachers have the authority to allow students to use telecommunication devices for instructional purposes within the confines of the classroom, and students with diagnosed health conditions may utilize them for approved monitoring and management of those conditions (e.g., glucose monitoring applications).

Violation of the telecommunication device rules during any assessment such as, but not limited to, End of Course (EOC), State of Texas Assessments of Academic Readiness (STAAR), or any national, state, and/or locally designed assessment, prohibits an optimum testing environment and may result in an invalid assessment or be regarded as cheating, and the student's test will be invalidated with appropriate disciplinary action to follow.

A staff member who discovers a student in violation of these rules shall report the infraction to the appropriate school administrator. In accordance with TEC Section 37.082, the device may be confiscated and returned to the owner when an administrative fee not to exceed $15 is collected. A student's parent, guardian, or non-student owner may pick up the device upon showing proof of ownership. If the device is not claimed, the district shall give 30 days prior notice of its intent to dispose of the device. Failure to relinquish the telecommunication device to school personnel

when asked to do so, or repeated violations of this section, may result in additional disciplinary action, including confiscating the device for a period of time up to the remainder of the school year.

Students who need to use a telephone during the school day may use one of the school phones that are available for student use, upon request, and based on need. Parents are requested not to contact their child during the school day via cell phone. If an emergency occurs and parents need to speak to their child, please contact the school for assistance.

Additionally, using any device that permits recording the voice or photographing or videoing the image of another without permission, or in any way invades the person's privacy, casts the person in a negative or embarrassing light, or that disrupts the educational environment, is prohibited.

## Use of Student GPS Tracking Devices

The district allows limited use of GPS tracking devices (device) by parents in the school setting. Use is permitted on district buses, on district campuses, and at school-related events or activities (school setting), only when the following conditions are met:

1. The student's parent/guardian provides written documentation from a medical care provider indicating that his/her child has a medical need for use of a device in the school setting.
2. If the device is capable of recording, intercepting oral communications, or listening in, then functions must be disabled while the student is in the school setting. Written confirmation from the GPS tracking device company that these functions have been disabled must be provided by the student's parent/guardian to the campus principal at least seven school days prior to a student wearing or bringing the device to school.
3. The parent/guardian must sign and submit to the campus principal, a written acknowledgment, on a form provided by the district, confirming the device will not be used to record, intercept communications, or listen in, in the school setting unless a school event is open to the general public.

Notice shall be given to all staff members that work with or come into contact with the student wearing or bringing a device to school. If the device creates a disruption, infringes on the privacy rights of other students, or the student does not know how to properly operate the device, the student will not be allowed to use the device in the school setting.

# Levels of Student Misconduct/Violations



# Level I Violations

Level I violations are infractions that can be corrected by the classroom teacher and other staff using classroom management strategies, corrective teaching strategies, and restorative practices. Teachers and other staff members may keep a written record of the violation. However, certain violations may be elevated to Level II based on the severity or context of the misconduct.

## Consideration of Mitigating Factors

In deciding on a discipline consequence, the district will consider:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).
5. A student's status in foster care.
6. A student's status as homeless.

## Level I Guidelines

Level I behavior violations and discipline options/responses are not limited to those provided. Serious or repeated violations may result in a more severe response or referral to Level II.

1. Any staff member who observes a student violating school rules may correct the student.
2. A record of the offense and disciplinary action should be maintained by the teacher or staff member on the campus designated form.
3. The teacher may discuss the behavior with a parent/guardian, administrator, or support personnel.

## Level I Violations

Level I violations include, but are not limited to, such behaviors as:

1. Being tardy to class.
2. Eating or drinking in an undesignated area.
3. Failure to deliver and/or return written communication between home and school.
4. Not bringing required classroom materials and/or assigned work to class (including, but not limited to, network login ID and/or password, computer resources).
5. Possessing and/or using nuisance items.
6. Refusing to follow classroom and/or bus rules.
7. Repeatedly sleeping in class.
8. Running and/or making excessive noise in the halls, building, classroom and/or bus.
9. Talking out.
10. Any other act that impedes the orderly classroom procedure, interrupts the orderly operation of the classroom, or creates a distraction for the bus driver preventing safe transport.

## Level I Corrective Action Options

The following corrective action options include restorative practices and behavior management techniques and consequences, which may be used alone or in combination:

1. Behavior coaching (anger management strategies, skill building, social skills lessons).
2. Check-in/check-out, Confiscation of nuisance items, Conflict resolution (peer mediation, restorative circles, stay away agreements), Contract, Cooling-off time, Confiscation of nuisance items.
3. Flexible scheduling.
4. Mentor program.
5. Parent contact: note, call, or conference. Parent outreach/training opportunities. Prompting/reminder of expectations.
6. Redirection, Reflective activity (book/movie study, educational project). Restoration or restitution, as applicable, Rewards or demerits.
7. Seating changes, Service project (campus/community), Student Support Plan.
8. Other strategies and consequences as determined by school officials.

# Level II Violations

Level II violations are infractions that are more serious in nature and/or a continuation of Level I. These infractions may result in a referral to an administrator who will address the violation utilizing restorative practices and/or behavior management techniques. However, certain violations may be elevated to Level III violations based on the severity or context of the misconduct.

## Consideration of Mitigating Factors

In deciding on a discipline consequence, the district will consider:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).
5. A student's status in foster care.
6. A student's status as homeless.

## Level II Guidelines

Level II behavior violations and discipline options/responses are not limited to those provided. Serious or repeated violations may result in a more severe response or referral to Level III. The disciplinary response depends on the offense, previous actions, and the seriousness of the misbehavior.

1. Any staff member who observes a student violating school rules may correct the student.
2. A record of the offense and disciplinary action should be maintained by the teacher or staff member on the campus designated form.
3. The teacher may discuss the behavior with the parent, administrator, or support personnel.

## Level II Violations

Level II violations include, but are not limited to, such behaviors as:

1. Any repeated violation cited in the previous level or chronic or repeated instances of misbehavior.
2. Altering school records or signing another person's name on a school document, altering, defacing, or refusing to wear an ID badge, unauthorized alteration or deletion of digital files.
3. Cheating and/or copying (plagiarism) the work of others from any source (Internet, library resources, other students, etc.).
4. Exhibiting unwanted or inappropriate touching, public display of affection or physical contact which could result in injury.
5. Failure to comply with assigned disciplinary consequences or refusing to comply with reasonable requests of school personnel.
6. Purchasing, selling, or soliciting for sale any merchandise on the school campus without the authorization of the building principal (including the use of Internet resources and/or digital devices).
7. Throwing objects that can cause bodily injury or damage to property.
8. Skipping/Truancy.
9. Verbally or physically taunting other students.
10. Violating the district or campus dress and grooming guidelines or telecommunication devices rules.
11. Any other acts which interfere with the orderly process of the classroom, school, or bus.

## Level II Corrective Action Options

In addition to the corrective action options listed in Level I, the following may be used alone or in combination:

1. Conference with student or counseling by school personnel.
2. Detention.
3. Grade penalty for cheating.
4. In-school suspension/DMC, withdrawal of privileges, such as attendance at or participation in school-related events (e.g., homecoming, prom, or graduation), eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
5. Other strategies and consequences as determined by school officials.

# Level III Violations

Level III violations are infractions in which the effect or potential effect of the misconduct is disruptive and more serious in nature than Level I or II. A violation of this magnitude may result in a student being suspended and/or placed in a DAEP.

## Consideration of Mitigating Factors

In deciding a discipline consequence, the district will consider:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).
5. A student's status in foster care.
6. A student's status as homeless.

## Level III Guidelines

All Level III behavior violations shall result in a referral to a campus administrator. The disciplinary response depends on the offense, previous actions, and the seriousness of the misbehavior. The principal or designee will address violations using restorative practices and/or behavior management techniques. Any student below grade 3 or who is identified as homeless may not be placed in OSS, except for certain conduct that involves an offense related to weapons, violent crimes, drugs, and/or alcohol.

1. Any staff member who observes a student violating school rules may correct the student.
2. A record of the offense and disciplinary action should be maintained by the teacher or staff member on the campus-designated form.
3. The teacher may discuss the behavior with the parent, administrator, or support personnel.

## Level III Violations

Level III violations include acts of disobedience or disorderly behavior that are detrimental or seriously disrupts the orderly process of the school, harmful to health and safety, or inhibit the rights of others such as, but not limited to:

1. Any repeated or chronic violations cited in the previous levels.
2. Bullying, creating or possessing a hit list, cyberbullying, harassment, online harassment, release or threat to release intimate visual material.
3. Disrespect toward school personnel or school visitors.
4. Engaging in conduct that constitutes dating violence.
5. Engaging in a criminal offense that is not addressed in Level IV or V.
6. Fighting or exhibiting any unacceptable physical contact that results in injury.
7. Failure to report immediately to a teacher or administrator the knowledge of an event, device, object, or substance that could cause harm to self or others.
8. Giving false or misleading statements via tip line or to an administrator during a school investigation.
9. Hazing, causing an individual to act through the use of or threat of force (coercion), or blackmail.
10. Interfering with school authorities or school operations, programs, or instruction through boycotts, sit-ins, or trespassing.
11. Misuse of district technology, including, but not limited to, the Internet, the district network, district-owned equipment or software, Learning Management System.
12. Misuse/distribution of over-the-counter medication or violating the district medication policy.
13. Participation, which includes, but is not limited to behavior, activity, or membership in an illegal organization such as a clique, fraternity, sorority, secret society, gang, cult, or other criminal combination prohibited by law.
14. Possession and/or distribution of a device, object, or substance that could cause harm to property or persons, such as, but not limited to: A hand instrument designed to cut or stab another by being thrown, air gun, ammunition, BB gun, box cutter, chains, drug paraphernalia, fireworks, knives (pocketknives or any other small knife with blade five and one-half inches or less), knuckles, laser pens, mace, pepper spray, razors, stun gun, taser, or any other object used in a way that threatens or inflicts body injury to another person.
15. Possession of any device that has the appearance of a prohibited firearm, knife, club or (look-alike) weapon.

16. Possession or distribution of obscene/pornographic material.
17. Possession, using, selling, being under the influence, or distributing any substance represented to be a drug or alcohol or any item not suitable for human consumption that is used to simulate illegal drug use (including written or oral admission of the violation).
18. Posting or distributing unauthorized communicative materials on the school grounds.
19. Stealing, burglary, robbery, extortion, gambling, forgery, or possession of stolen property.
20. Threat to a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
21. Using profane, obscene, indecent remarks, or racially or ethnically offensive language and/or gestures directed toward others.
22. Using any device that permits recording the voice or image of another in any way that invades the privacy of an individual or others or is made without the prior consent of an individual or others.
23. Vandalism and/or defacing district or personal property.
24. Violating the district tobacco/smoking policy including, but not limited to, smoking, using or possessing tobacco, tobacco products, matches, or lighters (including oral or written admission of the violation).
25. Acts of sexual misconduct that are not considered a mandatory removal to the DAEP.
26. The superintendent or superintendent's designee has reasonable belief (see Glossary) that the student has engaged in felony behavior committed off campus and while the student is not in attendance at a school-sponsored or school-related activity if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

## Level III Corrective Action Options

In addition to the corrective action options listed in Level I and Level II may be used alone or in combination:

1. Citations/criminal complaint filed by CFISD Police Department.
2. Removal to a DAEP.
3. Suspension (in-school suspension/DMC and OSS).
4. Withdrawal of privileges, such as attendance at or participation in extracurricular activities or school-sponsored or school-related events (e.g., homecoming, prom, or graduation), eligibility

for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.

5. Other strategies and consequences as determined by school officials.

## Discretionary Removal Chart

| INFRACTION THAT MAY RESULT IN A DAEP PLACEMENT | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level III Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Level III misconduct that seriously disrupts the orderly process of the school and/or is severe and harmful to others. | ALC | ALC | SOS | 10–45 days | 10–45 days | 10–30 days |
| Felony behavior committed off campus and while the student is not in attendance at a school-sponsored or school-related activity may result in a disciplinary placement if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. | ALC | ALC | SOS | 10 days–until completion of graduation requirements | 10 days–until completion of graduation requirements | 10 days–until completion of graduation requirements |

# Level IV Violations Mandatory Placements

Level IV violations are infractions that require mandatory placement in a Disciplinary Alternative Education Program.

## Consideration of Mitigating Factors

When these recommendations occur, the administrator will consider the following factors prior to placement:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).
5. A student's status in foster care.
6. A student's status as homeless.

## Level IV Guidelines

Level IV behavior violations and discipline options are mandatory and according to TEC Section 37.006, a student shall be removed from class and placed in a DAEP based on the behaviors noted in Sections I, II, and III described in this section:

1. Certain violations committed on or off school property, including school buses or any vehicle owned or operated by the district, regardless of location or time.
2. Certain violations committed on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property, including school buses or any vehicle owned and or operated by the district.
3. Certain violations committed off campus and while the student is not in attendance at a school-sponsored or school related activity.

# Level IV Violations

Level IV violations include such behaviors as:

## Violations Committed On or Off School Property

Violations committed on or off school property, including school buses or any vehicle owned or operated by the district, regardless of location or time:

1. False alarm or report involving a public school.
2. Terroristic threat involving a public school.
3. Retaliation against any school employee.

| ON OR OFF CAMPUS INFRACTION MANDATORY REMOVAL | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level IV Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| False alarm or report involving a public school | ALC | ALC | SOS | 10–45 days | 10–45 days | 10–30 days |
| Retaliation against a school employee | | | | | | |
| Terroristic threat involving a public school | | | | | | |

## Violations Committed On or Within 300 Feet of School Property

Violations committed on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property, including school buses or any vehicle owned and or operated by the district:

1. Abusable volatile chemical offenses*—Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical.
2. Alcoholic beverage offenses*—Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of an alcoholic beverage.
3. Assault offenses—Engages in conduct that contains elements of the offense of assault. Under Section 22.01 (a) (1), Penal Code, states a person commits an offense of assault if the person

intentionally, knowingly, or recklessly causes bodily injury to another, including the person's spouse.

4. Controlled substance or dangerous drug offenses*—Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or a dangerous drug if the conduct is not punishable as a felony offense.
5. E-cigarette—possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.
6. Felony offenses—Engages in conduct punishable as a felony. Except for felonious drug offenses which are expellable to the Juvenile Justice Alternative Education Program (JJAEP).
7. Harassment against an employee of the school district (see Glossary)—Engages in conduct that contains the elements of the offense of harassment against an employee of the school district.
8. Marijuana or THC* Sells, gives, or delivers to another person or possesses, uses, or is under the influence of any amount of marijuana or THC.
9. Public lewdness or indecent exposure—Engages in conduct that contains the elements of the offense of public lewdness or indecent exposure.
10. Serious misbehavior occurring while assigned to the DAEP.

*Misconduct may be determined by a number of factors, including oral and/or written acknowledgment or admission, and/or an assessment administered by the school nurse or other trained personnel. If a student refuses to cooperate with school personnel, including in the administration of an assessment, and there is reasonable cause or suspicion to believe the student is under the influence, the student's parents will be notified, and the student may be subject to disciplinary sanctions.

## Violations Committed on or Within 300 Feet of School Property

| ON CAMPUS INFRACTION MANDATORY REMOVAL | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level IV Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Abusable volatile chemical offenses | ALC | ALC | SOS | 10–45 days | 10–45 days | 10–30 days |
| Alcoholic beverage offenses—sells, gives, delivers, possesses, uses, or under the influence | | | | | | |
| Assault offenses | | | | | | |
| Controlled substance or dangerous drug offenses—sells, gives, delivers, possesses, uses or under the influence (non-felony) | | | | | | |
| E-cigarette—possesses, uses, sells, gives, or delivers to another person an e-cigarette | | | | | | |
| Felony offenses—excluding drug infractions that are punishable as a felony | | | | | | |
| Harassment against an employee of the school district | | | | | | |
| Marijuana or THC—sells, gives, or delivers to another person or possesses, uses, or is under the influence of any amount of marijuana or THC | | | | | | |
| Public lewdness and indecent exposure | ALC | ALC | SOS | 10–45 days | 10–45 days | 10–30 days |
| Serious misbehavior occurring while assigned to the DAEP | ALC/JJAEP | ALC/JJAEP | SOS | 45–180 days | 45–180 days | 10–30 days |

## Violations Committed Off Campus and While the Student is Not in Attendance at a School-Sponsored or School-Related Activity

When a student has engaged in the following conduct off campus and while the student is not in attendance at a school-sponsored or school-related activity:

1. Conduct punishable as aggravated robbery.
2. A felony listed under Title 5 of the Penal Code.

The student shall be removed from class and placed in a DAEP. A student may be determined to have engaged in conduct if (1) a court or jury finds that the student engaged in the conduct; (2) the student receives deferred prosecution for the conduct; or (3) the superintendent or designee has a reasonable belief based on all available information, including a notice from law enforcement under Article 15.27 of the Code of Criminal Procedure, that the conduct occurred.

After completion of the assigned DAEP placement, the district reserves the right to:

1. Return the student to their home campus.
2. Assign the student to a new home campus (without transportation).

| OFF-CAMPUS INFRACTION MANDATORY REMOVAL | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level IV Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Aggravated robbery | ALC | ALC | SOS | 10–45 days | 10–45 days | 10–30 days |
| Title 5 felony | | | | | | |

# Level V Violations Mandatory Expulsions

Level V violations are infractions that require mandatory expulsion to the JJAEP for Serious Offenses Occurring On or Off School Property—TEC Section 37.007.

The Board of Trustees of Cypress-Fairbanks ISD has entered into an agreement with the Harris County Juvenile Board outlining the Board's responsibilities concerning the establishment and operation of the Excel Academy a Juvenile Justice Alternative Education Program (JJAEP). The JJAEP provides educational services for youths who are expelled from school for the offenses described in Section 37.007 of the TEC. The Harris County JJAEP may also provide educational services to adjudicated youths who have committed off-campus felonies that are non-school related.

## Consideration of Mitigating Factors

When these recommendations occur, the administrator will consider the following factors prior to placement:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).
5. A student's status in foster care.
6. A student's status as homeless.

## Level V Guidelines

Level V acts of misconduct include those serious misbehaviors and/or illegal acts that threaten to impair the educational efficiency of the school, and/or that most seriously disrupt the orderly educational process in the classroom and/or the school.

The district shall provide educational services to an expelled student in a DAEP if the student is younger than 10 years of age on the date of expulsion.

A student who is younger than six years of age may not be removed from class and placed in a DAEP unless the student commits a federal firearm offense.

## Level V Violations

Pursuant to TEC Section 37.007, a student age 10 or older must be expelled from a school if the student does any of the following, on school property or while attending a school-sponsored or school-related activity on or off of school property (including school buses or vehicles owned or operated by the district):

1. Firearm violations—Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law 18 U.S.C. Section 921.
2. Unlawful carrying of weapons—Intentionally, knowingly, or recklessly carries on or about the student's person, in the manner prohibited by Penal Code.
    a. A handgun, which is defined by Penal Code 46.01, as any firearm that is designed, made, or adapted to be fired with one hand.
    b. A location-restricted knife, which is defined by Penal Code 46.01, as a knife with a blade over five and one-half inches.
3. Prohibited weapon violations—Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in Penal Code 46.05.
4. Prohibited conduct—Behaves in a manner that contains elements of the following offenses under the Penal Code:
    a. Aggravated assault Section 22.02, Penal Code.
    b. Sexual assault Section 22.011, Penal Code.
    c. Aggravated sexual assault Section 22.021 Penal Code.
    d. Arson Section 28.02, Penal Code.
    e. Murder Section 19.02, Penal Code.
    f. Capital murder Section 19.03, Penal Code.
    g. Criminal attempt Section 15.01, Penal Code, to commit murder or capital murder.
    h. Indecency with a child Section 21.11, Penal Code.
    i. Aggravated kidnapping Section 20.04, Penal Code.
    j. Aggravated robbery Section 29.03, Penal Code.
    k. Manslaughter Section 19.04, Penal Code.
    l. Criminally negligent homicide Section 19.05, Penal Code.
    m. Continuous sexual abuse of a young child or disabled individual Section 21.02, Penal Code.

5. Felony drug offenses—Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug regardless of the amount of the controlled substance or dangerous drug involved.

NOTE: Various drug offenses involving a controlled substance or a dangerous drug that are typically punishable as misdemeanor offenses become **felony offenses** under state law when they occur on or near the premises of a school or on a school bus, regardless of the amount involved. See Tex. Health & Safety Code § 481.134 (known as the Texas Drug-Free Zone Act). *As such, almost every Code of Conduct infraction that involves a drug offense that occurs on or near school property will be an expellable offense.*

6. Second expulsion in the same school year.

## Level V Violations Chart

Cypress-Fairbanks ISD reserves the right to modify Level V expulsions by combining an expulsion to the JJAEP with a placement at the DAEP (ALC/Special Opportunity School [SOS]).

| ON CAMPUS INFRACTION MANDATORY EXPULSION | EXPULSION SITE | | | EXPULSION LENGTH | | |
|---|---|---|---|---|---|---|
| **Level V Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Aggravated assault | JJAEP | JJAEP | SOS/ JJAEP | 45–180 days | 45–180 days | 15–45 days |
| Aggravated sexual assault | | | | | | |
| Arson | | | | | | |
| Continuous sexual abuse of a young child or disabled individual | | | | | | |
| Criminal attempt to commit murder or capital murder | | | | | | |
| Felony drug offenses | | | | | | |
| Indecency with a child | | | | | | |
| Location-restricted knife—unlawful carry | | | | | | |
| Prohibited weapon violations | | | | | | |
| Sexual assault | | | | | | |
| Aggravated kidnapping | JJAEP | JJAEP | SOS/ JJAEP | 1 calendar year | 1 calendar year | 1 calendar year |
| Aggravated robbery | | | | | | |
| Capital murder | | | | | | |

| ON CAMPUS INFRACTION MANDATORY EXPULSION | EXPULSION SITE | | | EXPULSION LENGTH | | |
|---|---|---|---|---|---|---|
| **Level V Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Criminally negligent homicide | | | | | | |
| Firearm violations | | | | | | |
| Handgun—unlawful carry | | | | | | |
| Manslaughter | | | | | | |
| Murder | | | | | | |
| Second expulsion in the same school year | JJAEP | JJAEP | SOS/ JJAEP | 1 calendar year | 1 calendar year | Extended placement in SOS/JJAEP |
| Student between 6 and 9 years of age and engages in expellable conduct | N/A | N/A | SOS | N/A | N/A | 15–45 days |
| Student younger than 6 years of age and commits a federal firearms violation | N/A | N/A | SOS | N/A | N/A | Up to one calendar year |

## Violations Committed On or Off School Property

Violations committed on or off school property, without regard to whether the conduct occurs on or off school property, or while attending a school sponsored or school related activity regardless of location or time.

Retaliation against a school employee or volunteer—Engages in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

| ON OR OFF CAMPUS INFRACTION MANDATORY REMOVAL | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level V Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Retaliation against a school employee or volunteer combined with an expellable offense | JJAEP | JJAEP | SOS/ JJAEP | 45–180 days | 45–180 days | 15–45 days |

# Additional Information

## Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

| OFF-CAMPUS INFRACTION MANDATORY REMOVAL | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level IV Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Registered sex offender | ALC/ JJAEP | ALC/ JJAEP | SOS/ JJAEP | 1 semester or until appropriate placement is determined | | |

The district maintains the option to extend the placement as permitted under TEC Sec. 37.306.

## Certain Felony Offenses

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or Campus Behavior Coordinator

makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

1. Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
2. Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
3. Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
4. Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
5. Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Before a student is expelled in accordance with Education Code 37.0081, the student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

| OFF-CAMPUS INFRACTION REMOVAL | PLACEMENT SITE | | | PLACEMENT LENGTH | | |
|---|---|---|---|---|---|---|
| **Level IV Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Aggravated robbery | ALC/JJAEP | ALC/JJAEP | SOS/JJAEP | See guidance below | | |
| Title 5 felony | | | | | | |

The district maintains the option to extend the placement of students who have been expelled and placed in either DAEP or JJAEP in accordance with Education Code 37.0081 until:

1. The student graduates from high school.
2. The charges are dismissed or reduced to a misdemeanor offense.
3. The student completes the term of placement or is assigned to another program.

A student placed in a DAEP or JJAEP in accordance with Education Code 37.0081 is entitled to a review of his or her status, including academic status, by the Campus Behavior Coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

# Discretionary Expulsion for Serious offenses—TEC Section 37.007

According to TEC Section 37.007, a student may be expelled to the JJAEP based on the behaviors described in this section. Additionally, while placed in a DAEP, a student that engages in documented serious misbehavior while on the program campus despite documented behavioral interventions may be expelled.

## On or Off Campus Violations

Violations involving a public school, committed on or off campus, regardless of location or time, that contain the elements of:

1. False alarm or report.
2. Terroristic threat.

## On Campus Violations

Violations committed on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off of school property (including school buses or any vehicle owned and or operated by the district):

1. Marijuana, controlled substance, dangerous drug, or alcoholic beverage offenses—Sells, gives, or delivers to another person or possesses, uses, or is under the influence of any amount of marijuana or a controlled substance; or a dangerous drug; or an alcoholic beverage.

2. Abusable volatile chemical offenses—Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical.
3. Assault against a school district employee or a volunteer—Engages in conduct that contains the elements of assault under Section 22.01, Penal Code, against a school district employee or a volunteer.
4. Deadly conduct—Engages in conduct that contains the elements of the offense of deadly conduct under Section 22.05, Penal Code.

## Within 300 Feet of Campus Violations

Violations committed while within 300 feet of school property as measured from any point on the school's real property boundary line, but not on school property:

1. Firearm violations—Possesses a firearm, as defined by federal law 18 U.S.C. Section 921.
2. Unlawful carrying of weapons—Intentionally, knowingly, or recklessly carries on or about the student's person, in the manner prohibited by Penal Code:
    a. A handgun, which is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.
    b. A location-restricted knife, which is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.
3. Prohibited weapon violations—Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in Penal Code 46.05.
4. Prohibited conduct—Behaves in a manner that contains elements of the following offenses under the Penal Code:
    a. Aggravated assault Section 22.02, Penal Code.
    b. Sexual assault Section 22.011, Penal Code, or aggravated sexual assault Section 22.021 Penal Code.
    c. Arson Section 28.02, Penal Code.
    d. Murder Section 19.02, Penal Code, capital murder Section 19.03, Penal Code, or criminal attempt Section 15.01, Penal Code, to commit murder or capital murder.
    e. Indecency with a child Section 21.11, Penal Code.
    f. Aggravated kidnapping Section 20.04, Penal Code.
    g. Aggravated robbery Section 29.03, Penal Code.
    h. Manslaughter Section 19.04, Penal Code.

i. Criminally negligent homicide Section 19.05, Penal Code.

j. Continuous sexual abuse of a young child or disabled individual Section 21.02, Penal Code.

5. Felony controlled substance or dangerous drug offenses, not including THC.

## Off Campus Violations

Violations committed off campus and while the student is not in attendance at a school-sponsored or school-related activity:

1. Aggravated assault Section 22.02, Penal Code, sexual assault Section 22.011, Penal Code, or aggravated sexual assault Section 22.021 Penal Code against another student.
2. Murder Section 19.02, Penal Code, capital murder Section 19.03, Penal Code, or criminal attempt to commit murder or capital murder Section 15.01, Penal Code of another student.
3. Aggravated robbery of another student.
4. Breach of computer security—Engages in conduct that contains the elements of the offense of breach of computer security under Section 33.02, Penal Code.
5. Assault against an employee or volunteer in retaliation—Engages in an assault against an employee or volunteer in retaliation for or as a result of the person's employment or association with the district.
6. Criminal mischief—Engages in conduct that contains the elements of the offense of criminal mischief under Section 28.03, Penal Code, if the conduct is punishable as a felony.

## On Campus of Another Texas School District Violations

Violations committed on school property of another district in this state or while attending a school-sponsored or school-related activity of a school in another district in this state:

1. Firearm violations—Possesses a firearm, as defined by federal law 18 U.S.C. Section 921.
   a. Unlawful carrying of weapons—Intentionally, knowingly, or recklessly carries on or about the student's person, in the manner prohibited by Penal Code:
   b. A handgun, which is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.
2. A location-restricted knife, which is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.
3. Prohibited weapon violations—Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in Penal Code 46.05.

4. Prohibited Conduct—Behaves in a manner that contains elements of the following offenses under the Penal Code:
    a. Aggravated assault Section 22.02, Penal Code.
    b. Sexual assault Section 22.011, Penal Code, or aggravated sexual assault Section 22.021 Penal Code.
    c. Arson Section 28.02, Penal Code.
    d. Murder Section 19.02, Penal Code, capital murder Section 19.03, Penal Code, or criminal attempt to commit murder or capital murder of another student Section 15.01, Penal Code.
    e. Indecency with a child Section 21.11, Penal Code.
    f. Aggravated kidnapping Section 20.04, Penal Code.
    g. Aggravated robbery Section 29.03, Penal Code.
    h. Manslaughter Section 19.04, Penal Code.
    i. Criminally negligent homicide Section 19.05, Penal Code.
    j. Continuous sexual abuse of a young child or disabled individual Section 21.02, Penal Code.
5. Felony drug offenses—Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.

## Bullying Violations—May Place or Expel (TEC 37.0052)

1. Engages in bullying that encourages a student to commit or attempt to commit suicide.
2. Incites violence against a student through group bullying.
3. Releasing or threatening to release intimate visual material of a student, including a student who is 18 years of age or older without the student's consent.

## Discretionary Expulsion Chart

| DISCRETIONARY EXPULSION | EXPULSION SITE | | | EXPULSION LENGTH | | |
|---|---|---|---|---|---|---|
| **Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Misconduct that may result in expulsion as defined by 37.0052 or 37.007 | JJAEP | JJAEP | SOS/ JJAEP | 45–180 days | 45–180 days | 15–45 days |

| DISCRETIONARY EXPULSION | EXPULSION SITE | | | EXPULSION LENGTH | | |
|---|---|---|---|---|---|---|
| **Infraction** | **High School** | **Middle School** | **Elem. School** | **High School** | **Middle School** | **Elem. School** |
| Serious misbehavior while in a DAEP | JJAEP | JJAEP | SOS/ JJAEP | Extended placement in JJAEP | Extended placement in JJAEP | Extended placement in SOS/JJAEP |

# Discipline of Students Served under the Individuals with Disabilities Education Improvement Act (IDEIA) and Section 504 of the Rehabilitation Act



# Discipline of Special Education Students under IDEIA

Students with disabilities served under the Individuals with Disabilities Education Improvement Act (IDEIA) will be disciplined in accordance with state and federal law, Commissioner's Rules for Special Education, the Student Code of Conduct, and the student's Individual Education Program (IEP), as it exists at the time of discipline.

Students with disabilities may be subject to a series of removals for disciplinary reasons for up to 10 days so long as these removals do not constitute a change in placement for the student and the disciplinary consequences are those applied to non-disabled students. If a pattern of behavior exists that does constitute a change of placement, a Manifestation Determination Review (MDR) must be held.

After the 10th day of removal, members of the IEP Committee must staff to review the behavior(s), the IEP and/or Behavior Intervention Plan (BIP), and review programming. If one or more members of the committee believe that modifications are needed, an IEP Committee meeting must be held to ensure the student receives appropriate special education services.

For subsequent short-term removals after 10 days, which do not constitute a change of placement determined by the relevant members of the IEP Committee, the administrator must consult with one of the student's teachers to determine what services will be needed for the student to continue to receive Free and Appropriate Public Education (FAPE) during the removal period. Services are to be provided for this and each subsequent removal to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals and objectives set out in the student's IEP. If one or more members of the student's IEP Committee believes that modifications are needed, an IEP Committee meeting must be held following the removal to ensure the student is receiving appropriate special education services.

For subsequent short-term removals after 10 days, which do constitute a change of placement, the IEP Committee will meet and conduct an MDR. In addition, the IEP Committee will develop or review the IEP, functional behavioral assessment (FBA), and BIP and its implementation to determine if modifications or additions are necessary. Based on the outcome of the MDR, the student will serve the short-term removal or remain in services.

For removals more than 10 consecutive days, an IEP meeting will be held to review the behavior(s), conduct an MDR, review/conduct an FBA, and review/develop a BIP, and review programming and IEP goals. The DAEP shall provide the necessary supports and services for the student to access the general education curriculum and make progress toward achieving their IEP goals.

Students with disabilities who receive special education services may not be placed in a DAEP solely for education purposes if the student does not meet the criteria for alternative placement in

TEC Sections 37.006(a) or 37.007(a). In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists until an Admissions, Review and Dismissal (ARD) committee meeting has been held to review the conduct.

# Discipline of Students Served Under Section 504 of the Rehabilitation Act

Students with disabilities served pursuant to Section 504 will be disciplined in accordance with state and federal laws. The Behavior Management Plan and Student Code of Conduct apply to all students, including Section 504 students. Section 504 students may be subject to a series of removals for disciplinary reasons for up to 10 school days for different acts of misconduct.

So long as the series of removals does not constitute a change of placement, and the disciplinary consequences are those applicable to non-disabled students, there is a requirement that the Section 504 Committee determine whether the misbehavior is a manifestation of the disability. A Section 504 student shall not be subject to disciplinary removal for more than 10 consecutive school days or expelled unless the district first determines that the misbehavior is not a manifestation of the student's disability.

The determination may be made by the same group of people who make placement decisions. The group must have evaluation data available that is recent enough to afford an understanding of the student's current behavior. At a minimum, the group shall include persons knowledgeable about the student and the meaning of the evaluation data.

# Policies/Practices/Procedures Related to Student Conduct and Safe Schools



# General Authority of the School District

It is the policy of the Board of Trustees and employees of Cypress-Fairbanks ISD to maintain a safe and secure learning environment for our students. In striving to do so, the district takes a strong position against weapons, illegal drugs, and any violent or abusive behavior in any school environment, which includes all district facilities or any school-sponsored activity. Any person violating this policy will be subject to administrative and/or legal action, including possible citations and/or arrest by local law enforcement agencies.

# Threat Assessments

The Campus Behavior Coordinator or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

# State Required School Notification

A school district shall provide notice as required under Article 15.27 of the Code of Criminal Procedure. The district will inform each educator who has responsibility for, or is under the direction and supervision of an educator who has responsibility for, the instruction of a student who has engaged in any violation listed in TEC 37.007. Each educator shall keep the information received under this subsection confidential, except that the educator may share the information with the student's parent or guardian as provided for by state or federal law.

# Procedural Requirements for Removal from a Classroom

## Removal from the General Educational Setting

In addition to other behavior management techniques, misconduct may result in removal from the general educational setting in the form of a routine referral or a formal removal.

### Routine Referral

A routine referral occurs when a teacher sends a student to the principal or other appropriate administrator's office as a discipline management technique. The administrator may then employ additional techniques.

## Formal Removal

A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom. A teacher may initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach class or with the student's classmates' ability to learn.
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Each school shall have a Campus Placement Review Committee (CPRC) composed of three members: two teachers chosen by the faculty, including an alternate, and a third professional staff member chosen by the principal. The teacher removing the student cannot serve on the committee. The committee will determine placement of a student when a teacher has removed the student and refuses to allow the return of the student to the class.

A teacher and/or an administrator must remove a student from class if the student engages in behavior that, under the TEC, requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion will be followed.

Otherwise, within three school days of the formal removal, the appropriate administrator shall schedule a conference with the student's parent/guardian, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The administrator shall give the student an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the principal may place the student in:

1. Another appropriate instructional setting.
2. In-school suspension/DMC.
3. OSS—A student below grade 3 or who is identified as homeless may not be placed in OSS, except for certain conduct that involves an offense related to weapons, violent crimes, drugs and/or alcohol.
4. The DAEP.

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school suspension/DMC or OSS, including at least one method of receiving this coursework that does not require the use of internet.

## Returning Student to Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

# Out-of-School Suspension

A student may be suspended for no more than three school days per behavior violation, with no limit on the number of times a student can be suspended in a school year. Students may be suspended for any misbehavior listed in the Code as a general conduct violation for Levels III, IV, and V.

**Exception:** A student below grade 3 or who is identified as homeless may not be placed in out of school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in certain conduct that involves an offense related to:

1. Weapons.
2. Violent crimes.
3. Drugs and/or alcohol.

Before being suspended, a student shall have an informal conference with the appropriate campus administrator who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

It is important consequences that accompany any disciplinary action are focused on creating learning opportunities for the student. Our goal is to keep students in class and engaged in the learning environment. We ask that schools utilize alternatives to suspension, when deemed appropriate, to assure that the student has continued access to quality instruction and to avoid any negative effects that accompany being away from the classroom. Evidence-based restorative alternatives to suspension are provided to campus administrators along with step-by-step guidance for implementation.

The decision to suspend depends on the offense, previous actions, and the seriousness of the misbehavior. OSS shall be used sparingly.

Before suspending a student, restorative alternatives will be given consideration; however, it is not necessary that other disciplinary actions precede the use of suspension. The principal may suspend a student or place a student in in-school suspension/DMC or on campus intervention pending a complete investigation and recommendation for removal or expulsion.

School personnel shall notify the parent prior to suspending a student from school.

The term of suspension concludes at the end of the school day on the last day of suspension.

Suspension prohibits the student from attending or participating in school-sponsored or school related activities, including, but not limited to, extracurricular activities and suspension of honorary privileges. While suspended, the student is prohibited from being on any Cypress-Fairbanks ISD campus property including, but not limited to, buses, district vehicles, and campus facilities. The campus principal has the final authority regarding a decision to suspend.

# Procedural Requirements for Removal to a DAEP

## Conference

When a student is removed from class for an offense that can result in a placement to SOS or ALC, the Campus Behavior Coordinator shall schedule a conference within three school days with the student's parent/guardian and the student.

At the conference, the campus administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to reach a parent/guardian, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

## Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is a Level III, IV, or V violation, the district will consider:

1. Self-defense.
2. The student's disciplinary history.
3. Intent or lack of intent at the time the student engaged in the conduct.
4. The student's disability (a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct).

5. A student's status in foster care.
6. A student's status as homeless.

## Placement Order

After the conference, if the student is placed in an alternative school, the campus administrator shall write a placement order. A copy of the placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services will be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in at an alternative school and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

## Terms of DAEP Discipline Removals

Students placed at an alternative learning center or SOS will be placed for a designated length of time. The principal has the discretion to amend placement length.

The typical length of time for placement in a DAEP is as follows:

- Special Opportunity School (SOS) Elementary students: 10–45 days. No transportation provided.
- Alternative Learning Center-East and West (ALC-E, ALC-W) Secondary students: 10–45 days.

Campus administrators have the authority to review and reduce placement lengths for students already assigned to the DAEP at any time during the school year.

Every grading period, the Office of Student Services, in collaboration with the campus principal, may review and close out placements.

### DAEP

The DAEP shall be provided in a setting other than the student's home campus:

- SOS, (Age 6–Grade 5), Adam Elementary, 11303 Honey Grove Lane, Houston, TX 77065; telephone # 281-897-4485
- Alternative Learning Center-East (ALC-E), (Grades 6-12), 12508 Windfern Road, Houston, TX 77064; telephone # 281-897-4171

- Alternative Learning Center-West (ALC-W), (Grades 6-12), 19350 Rebel Yell, Katy, TX 77449; telephone # 281-855-4310

The DAEP curriculum shall include English, language arts, mathematics, science, history, and self-discipline and shall provide for the student's educational and behavioral needs through supervision and counseling. The district is not required to provide courses other than those listed above.

Students assigned to a DAEP shall be permitted to continue enrollment in advanced courses. Advanced grade points will be awarded. Depending on the course, students may encounter different options to support their continuation in advanced courses:

1. A student may be enrolled in an online version of the advanced course(s) if it is available in the district's digital learning platform.
2. The home campus may facilitate the transport of assignments, tests, etc. to the student at the DAEP.
3. The student may be required to do additional and/or different assignments to earn advanced grade points in these courses.

The district will attempt to support students so that they may continue in courses that fulfill graduation requirements and endorsement choices.

While assigned to a DAEP, the student is prohibited from being on any Cypress-Fairbanks ISD property or attending any school-sponsored or school related activity, on or off school property. Activities include, but are not limited to, school dances, tutorials, prom, and athletic events.

A student placed in a DAEP shall be provided a status review, including a review of the academic status, by the principal of the alternative school at intervals not to exceed 120 days. In the case of a high school student, the review shall include the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. At the review, the student, parent, or guardian may also present reasons or information in support of returning the student to their home campus.

If, during the term of removal to a DAEP, a student engages in additional conduct for which removal is required or permitted, additional proceedings and consequences may occur.

If a student enrolls in the district after having been placed in a DAEP by another district, in the state, out-of-state, or by an open-enrollment charter school, the district may continue the DAEP placement. If the prior district was out-of-state, the district can continue the DAEP placement provided the grounds for placement by the out-of-state district are grounds for placement in the district. The placement may not exceed one year unless the district determines that the student is a threat to the safety of others, or the continued placement is in the best interest of the student.

Students assigned to a DAEP will return to their home campus after their assigned number of days. Campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP.

Students who have been removed to a DAEP will be provided an opportunity to complete coursework required for graduation at no cost to the student.

If end of placement occurs during the last two weeks of a semester, students shall be provided the option of remaining at the DAEP for exams.

If a DAEP is at capacity at the time the Campus Behavior Coordinator is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in in-school suspension/DMC then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the Campus Behavior Coordinator is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in in-school suspension/DMC to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

A student who is younger than six years of age may not be removed from class and placed in a DAEP unless the student commits a federal firearm offense.

Serious misbehavior occurring while assigned to the DAEP may result in an additional placement in the DAEP or an expulsion to the JJAEP for a minimum of 45 days.

A principal may, but is not required to, remove a student to a DAEP for off-campus conduct for which removal is required if the principal does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

## Off-campus Felony Removals to a DAEP following Notice of Article 15.27(g), Texas Code of Criminal Procedure

1. The Texas Code of Criminal Procedure, Article 15.27(g) requires the prosecuting attorney to notify school district officials if:
    a. The case is not going to be prosecuted.
    b. The case was dismissed with prejudice due to a finding by the court jury in favor of the student.

2. On receipt of notice under Article 15.27(g), Texas Code of Criminal Procedure, the superintendent or designee shall schedule a conference with the student's parent or guardian within three days following the day of receiving notice from the office or official designated by the court.
3. After reviewing the notice and receiving information from the student's parent or guardian, the superintendent or designee may continue the student's placement in the DAEP if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.
4. The parent or student may appeal the decision of the superintendent or designee to the Board of Trustees.
5. The board shall, at the next regularly scheduled meeting, review the notice provided by Article 15.27 (g), Code of Criminal Procedure, and receive information from the student, the student's parent or guardian, and superintendent or designee, then uphold, amend, or rescind the decision of the superintendent or designee.
6. The board shall make a record of the proceedings, and if upholding the superintendent or designee's decision to continue the placement, shall inform the student's parent or guardian of the right to appeal the Board's decision to the Commissioner of Education as provided by Sections 7.057 (b), (c), (d), and (f) of the TEC.
7. Pending any level of appeal, the student may not be returned to the regular classroom.

## Removal to the DAEP NOT Extending Beyond the End of the Next Grading Period

1. The board has delegated to the principal, associate principal and assistant principal, the final authority to assign to students DAEP placements, suspensions, DMC assignments, and all campus-level discipline that does not extend beyond the end of the next grading period.
2. The principals have delegated to the Campus Behavior Coordinators the authority to assign students campus-level discipline and remove students to the DAEP. In assigning discipline, assistant and/or associate principals shall notify a student of the reason for the consequence and grant the student an opportunity to give their version of the incident.
3. The student will have an opportunity to appeal the decision of the administrator making the recommendation to the principal or designee.
4. The decision of the principal is final and may not be appealed.

## Removal to the DAEP Extending Beyond the End of the Next Grading Period

1. If the term of the placement, as recommended by the campus administrator, extends beyond 60 calendar days or the end of the next grading period, the student is entitled to a Level II appeal hearing to have the decision reviewed. The student is entitled to notice and an opportunity to participate in a proceeding before the Office of Student Services.
2. In the event of a student appeal to the Office of Student Services, the district shall not delay disciplinary consequences. The student will be assigned to the DAEP pending an appeal.
3. The campus administrator shall inform the student's parent or guardian in writing of the right to appeal and shall describe the procedures for scheduling an appeal with that office. The parent or guardian may waive the right to an appeal.
4. Procedures for an appeal to the Office of Student Services:
    a. The parent shall contact the Office of Student Services at 281-897-4000 to schedule an appeal hearing within three business days following the campus decision to remove the student to a DAEP.
    b. Notice of the hearing (date/time/location) will be provided to the parent.
    c. The hearing shall be with a designated hearing officer and a review panel.
    d. The hearing is intended to be an informal process and traditional courtroom rules of evidence do not apply. In addition, while either side may present witnesses as part of that side's affirmative presentation, the parties are not allowed to question the other side's witnesses.
    e. Following the presentation by the campus administration and the student or student's representative, the hearing officer and panel will decide to uphold, amend, or rescind the campus recommendation. The decision will be communicated to the student's parent.
    f. The decision of the hearing officer and the discipline review panel is final and may not be appealed.

## Removal to the DAEP Extending Beyond the End of the School Year

Before a student may be placed in a disciplinary alternative education for a period that extends beyond the end of the school year, the campus administrator must determine that either:

1. The student's presence in the regular classroom program or at the home school presents a danger of physical harm to the student or to other individuals, or
2. The student has engaged in serious or persistent misbehavior that violates the district's previously communicated standards of student conduct.

The student may appeal a removal extending beyond the end of the school year. (See Removal to the DAEP Extending Beyond the End of the Next Grading Period).

# Procedural Requirements for Expulsion

If Level V misconduct occurs, the student and the parents or guardian shall be informed in writing by the campus administrator of the allegations and the recommendation for expulsion. A decision to expel a student shall not be implemented until there has been a full hearing, unless the right to such a hearing is specifically waived in writing. The school district shall be responsible for providing an immediate educational program to students who engage in behavior resulting in expulsion but are not eligible for mandatory placement into the Harris County JJAEP.

## Expulsion Hearings

1. If the student/parent wishes to appeal the decision of the campus principal, the request must be made in writing to the Office of Student Services within three business days of notification of the principal's decision to expel.
2. A hearing will be held as soon as it is practical after notice of the proposed expulsion is provided to the student's parent or guardian.
3. The student will receive prior notice of the alleged misconduct and the proposed sanctions as to afford a reasonable opportunity for preparation. The notice shall be in writing and advise of the nature of the evidence.
4. The district shall not delay disciplinary consequences. The student will be assigned to the DAEP pending an appeal.
5. The student has a right to a full and fair hearing before a competent forum.
6. The student has a right to be represented by the parent or guardian or another adult who can provide guidance to the student and who is not an employee of the school district.
7. The student will be provided the opportunity to testify and to present evidence and witnesses in their defense.
8. The student will have the opportunity to examine the evidence presented by the school administrator.
9. Courtroom rules of evidence will not apply, but all evidence and testimony must be relevant to the hearing.
10. An audio recording of the hearing will be made.

11. If the school district makes a good faith effort to inform the student and parent or guardian of the time and place of the hearing, the district may hold the hearing regardless of whether the student, parent or guardian or another adult representing the student attends.

## Further Action at Board Level and Beyond

1. If the student/parent wishes to appeal the decision of the hearing officer, the parent must make that request in writing to the Superintendent of Schools within three business days of the receipt of the hearing officer's decision to expel. The appeal is heard by the Board of Trustees.
2. The student will be assigned to the JJAEP pending an appeal to the Board of Trustees.
3. The appeal is based on the record of the previous hearing. The record of the hearing includes an audio recording of the hearing, documentation presented at the hearing, and correspondence regarding the hearing. No additional evidence or testimony can be introduced at the board level.
4. The appeal of the hearing officer's decision to expel will be placed on the agenda of the next regularly scheduled board meeting.
5. The hearing before the board will be in closed session unless the parent requests in writing that the matter be held in an open meeting.
6. The student and/or parent/guardian will be given 10 minutes to provide an oral presentation based upon the record of the previous hearing to support their position.
7. The district/campus administrator will be given 10 minutes to support their position.
8. The decision of the Board of Trustees to uphold, amend, or rescind the administration's expulsion recommendation will be provided in writing to the student's parent or guardian.
9. A decision of the Board of Trustees to expel a student may be appealed in the District Court of Harris County.

## DAEP Campus-Level Expulsion Hearings and Appeals Process

1. A student may be expelled for serious misbehavior while placed in a DAEP.
2. The DAEP campus principal recommends expulsion for students who engage in serious misbehavior while in a DAEP.
3. If the student/parent wishes to appeal the decision of the DAEP campus principal, the request must be made in writing to the Office of Student Services within three business days of notification of the principal's decision to expel.

4. A hearing will be scheduled before the district's designated hearing officer and a discipline review panel within a reasonable time of receiving the request to appeal, unless there are extenuating circumstances. The appeal will be based on the record of the previous hearing at the campus level.
5. The hearing will follow the general procedures as outlined in Expulsion Hearings.
6. The appeal of the decision of the Office of Student Services is made to the Board of Trustees and follows the process as outlined in. Refer to Further Action at Board Level and Beyond.

## Additional Expulsion Information

1. Federal law requires that a student expelled for a firearms violation must be expelled from the student's regular campus for a period of at least one year.
2. All expulsions will be assigned for the designated length of time or one calendar year, whichever occurs first. Transportation may be provided.
3. The superintendent or other chief administrative officer of the school district or of the other local educational agency, as defined by 20 U.S.C. Section 7801, using their professional judgment and discretion, may modify the length of expulsion.
4. The district shall provide educational services to an expelled student in a DAEP if the student is younger than 10 years of age on the date of expulsion.
5. Students under six years of age shall not be placed in a DAEP unless the student commits a federal firearm offense.
6. If end of expulsion occurs during the last two weeks of a semester, students will be provided the option of remaining at JJAEP for exams.
7. A second JJAEP expulsion in the same school year will result in a one calendar year expulsion.
8. Level V mandatory expulsions for infractions occurring while student is assigned to the DAEP may result in an expulsion to JJAEP for up to one calendar year.
9. If a student withdraws from the district before an order of expulsion is entered, the principal or board, as appropriate, may complete the proceedings and enter an order. If an order is not entered, the next district in which the student enrolls may complete the proceedings and enter an order. If, during the term of expulsion, a student engages in additional conduct for which expulsion is required or permitted, additional proceedings may be conducted regarding that conduct and the principal or board or its designee, as appropriate, may enter an additional order of expulsion.
10. Campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a JJAEP.

# Students Seeking Admission or Re-enrolling

Generally, the district adheres to the previous district's placement recommendation or expulsion order and will enroll the student in the DAEP for the recommended term of placement. If a student enrolls prior to another district entering a placement recommendation or expulsion order, the district reserves the right to complete the proceedings and enter an order for removal.

In some cases, an enrolling student is exiting a more restrictive placement such as a boot camp or a Texas Youth Commission facility. In order to provide a successful transition for that student, the district may utilize an interim placement in a DAEP before enrolling the student at their home campus. Campus staff shall provide transition services to a student returning to the regular classroom from a residential program or facility operated by or under contract with the Texas Juvenile Justice Department, a juvenile board, or any other governmental entity.

When a student is recommended for a DAEP (SOS, ALC) or expulsion to the JJAEP by Cypress-Fairbanks ISD and withdraws before completing or serving the disciplinary assignment, the campus administration, with district administration approval, reserves the right to reassign the student to a DAEP if the student re-enrolls in the district. If a student withdraws from the district before an order for placement in a DAEP is entered, the principal may complete the proceedings and enter an order. The re-entry assignment will be determined based on the student's date of withdrawal, the reason for the placement, the mitigating factors listed in Behavior Management Techniques, the student's interim placement and progress, and any documented interventions.

# Additional Procedures

## Emergency Placement or Expulsion

The TEC allows the principal to order the immediate placement or expulsion of a student in a DAEP if the student's behavior is so unruly, disruptive, or abusive that it interferes with:

1. The teacher's ability to communicate effectively.
2. The student's classmates' ability to learn.
3. The operation of the school or school-sponsored activity.

At the time of emergency placement or emergency expulsion, the student will be given oral notice for the reason of the action. Within 10 days after the action, notice shall be provided to the student's parents or guardian concerning the student's rights and entitlement to a conference or hearing as described in the sections on DAEP or expulsion.

## Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and the victim's parent or guardian requests that the offending student be transferred to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

## Use of Physical Restraint

Any district employee may, within the scope of the employee's duties, use physical restraint with a student if the employee reasonably believes it is necessary in order to:

1. Protect a person from physical injury.
2. Obtain possession of a weapon or other dangerous objects.
3. Protect property from serious damage.
4. Remove from a specific location a student refusing a lawful request of a school employee, including removal from a classroom or other school property, in order to restore order or to impose disciplinary measures.

## Victim of a Violent Crime Transfer

A student who becomes a victim of a violent criminal offense as defined by the Penal Code and listed below, or who is assigned to a campus identified by the Texas Education Agency (TEA) as persistently dangerous, shall be offered a transfer to another school within the district. For each transfer requested, the district shall explore transfer options, as appropriate.

For purposes of determining Unsafe School Choice Option (USCO) transfer eligibility, a student is considered a victim of a violent criminal offense if, while on the premises of a school or while attending a school-related activity on or off school property, they become a victim of any of the following violent criminal offenses, including:

1. Attempted murder.
2. Indecency with a child.
3. Aggravated kidnapping.
4. Aggravated assault on someone other than a district employee or volunteer.
5. Sexual assault or aggravated sexual assault against someone other than a district employee or volunteer.

6. Aggravated robbery.
7. Continuous sexual abuse of a young child or disabled individual.

Contact a campus administrator for information regarding a violent crime transfer request.

# Cypress-Fairbanks ISD Police Department



The Cypress-Fairbanks ISD Police Department is a 24-hour full-service law enforcement agency staffed by both Texas Commission on Law Enforcement (TCOLE) certified peace officers and civilian support personnel. It is dedicated to the safety and welfare of all students, faculty, staff, and visitors to include the protection of both life and all district property and assets.

The Cypress-Fairbanks ISD Police Department's primary jurisdiction includes all the geographical territory within the contiguous boundaries of the district, as well as any property outside the district that is owned, leased, or otherwise under the control of the Board of Trustees.

District police officers have all the powers, privileges, and immunities of licensed peace officers in Texas, both on and off duty. The primary duties of district police officers, as guided by relevant articles of the Texas Code of Criminal Procedure and the TEC, are to:

1. Protect the safety and welfare of any person engaged in the educational process within the jurisdiction of the district and protect the property, real and personal, of the district.
2. Assist in the enforcement of district policies on district property, in school zones, at bus stops, or at district functions.
3. Investigate violations of district policy, rules, and regulations as requested by the chief of police or superintendent and participate in administrative hearings concerning the alleged violations.
4. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed.
5. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
6. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
7. Carry out all other duties as directed by the chief of police or superintendent.

District police officers do not engage in routine or administrative matters related to students, such as student discipline or supervision of students that is unrelated to a law enforcement duty. However, as district employees, district police officers may have informal contact with students unrelated to either law enforcement duties, assigned duties of the officers, or student behavior.

Persons detained by CFISD Police for criminal charges, including juveniles 10–16 years of age, must be fingerprinted and photographed before being released back to a parent or being transported to a confinement facility.

# Cooperation with Law Enforcement Agencies

## School-Related

In order to maintain a safe and orderly environment, school personnel have the authority and responsibility to question students regarding their conduct and conduct of others.

Campus administrators shall have the responsibility and authority to determine when CFISD Police Department assistance may be needed within their respective jurisdiction. The CFISD Police Department may be summoned to keep or restore order at school or school-related activities, or to assist or conduct an investigation of alleged criminal conduct on school premises or at school-related activities. Officers may possess audio and/or video recording devices and may record conversations with students.

## Non-School-Related

The district and school personnel will reasonably cooperate with outside law enforcement agencies (non-CFISD police officers) and/or other legal authorities who are acting in conjunction with a valid subpoena, court order, warrant, or directive to apprehend, or who have indicated an intent to take a student into custody and remove the student from campus for an investigation regarding a non-school-related matter under Texas Family Code Section 52.01. Absent one of these provisions, however, an outside law enforcement officer or official may interview a student at school only under the following circumstances:

1. The principal has viewed and verified the identity of the officer or other authority and has requested and received an explanation of the necessity for questioning the student during school hours.
2. Unless the law enforcement officer or other authority raises what the principal or other administrator considers a valid objection, the administrator shall make reasonable efforts to contact the student's parent/guardian and obtain parental permission for the interview.
3. Reasonable efforts are made to interview the student out of the view of other students and in the presence of an administrator.

# Arrest of Students on Campus

If a student at school is subject to arrest or apprehension by law enforcement officials, the principal or designee must confirm the officer's identity and authority. After the identity is confirmed, the administrator of the campus will deliver the student into the officer's custody. The principal or designee shall immediately make reasonable efforts to notify the student's parents

and the appropriate district administrator. A written record of the occurrence will be made by the campus administrator.

# Ticketing of Students

In addition to school disciplinary action, students may receive written citations or criminal complaints filed against them by the CFISD Police Department in accordance with state law.

Failure to appear in court may cause the driver's license application to be flagged by the Texas Department of Public Safety, preventing the issuance of a driver's license when an application is submitted, or an arrest warrant may be issued by the court.

The ticketing of students by the CFISD Police Department or the filing of other charges through the Harris County District Attorney's office may not always occur on the date of the offense. This could include, but not be limited to, the following reasons: an ongoing investigation, gathering of statements, scheduled school holiday, illness/absence of the officer, illness/absence of the student(s) involved, or the later presentation of evidence to the District Attorney's Office.

Charges for misdemeanors may be filed for a period of up to two years after an offense has occurred. Felony charges may be filed beyond the two-year period, depending on the nature of the offense.

# Reports to CFISD Police Department

According to TEC Section 37.015, principals are required to report to the CFISD Police Department the following offenses:

1. Conduct that may constitute an offense listed under Section 508.149, Government Code.
2. Deadly conduct under Section 22.05, Penal Code.
3. Terroristic threat under Section 22.07, Penal Code.
4. Use, sale, or possession of a controlled substance, drug paraphernalia, or marijuana under Chapter 481, Health and Safety Code.
5. Possession of any weapon or devices listed under Sections 46.01 (1)–(14) or 46.01 (16) Penal Code.
6. Conduct that may constitute a criminal offense under Section 71.02, Penal Code.
7. Conduct that may constitute a criminal offense for which a student may be expelled under Section 37.007 (a), (d), or (e).

8. Engages in conduct that contains the elements of the offense of unlawfully carrying weapons under Section 46.02, Penal Code, or elements of an offense relating to prohibited weapons under Section 46.05, Penal Code.
9. Aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code.
10. Arson under Section 28.02, Penal Code.
11. Murder under Section 19.02, Penal Code, capital murder under Section 19.03, Penal Code, or criminal attempt to commit murder or capital murder, under Section 15.01, Penal Code.
12. Indecency with a child under Section 21.11, Penal Code.
13. Aggravated kidnapping under Section 20.04, Penal Code.
14. Aggravated robbery under Section 29.03, Penal Code.
15. Manslaughter under Section 19.04, Penal Code.
16. Criminally negligent homicide under Section 19.05, Penal Code.
17. Continuous sexual abuse of young child or children under Section 21.02, Penal Code.
18. Felony drugs and alcohol.
19. Certain retaliatory acts against a volunteer or employee.
20. Federal firearm offense.

# Court Involvement

Not later than the second business day after the date a hearing is held in which a student is expelled or placed in an alternative educational program, the Board of Trustees of a school district or the board's designee shall deliver a copy of the order placing a student in a DAEP under TEC Section 37.006, or expelling the student under Section 37.007, along with any information required by Section 52.04, Texas Family Code, to the authorized officer of the juvenile court of Harris County.

An expelled student shall, to the extent provided by law or the memorandum of understanding, immediately attend the educational program from the date of expulsion. If the student is expelled for serious misbehavior while in a DAEP, the district shall refer the student to the authorized officer of the juvenile court for appropriate proceedings under Title 3, Texas Family Code.

# Searches Conducted by Authorities

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policies. Searches of students shall be

conducted in a reasonable and non-discriminatory manner. Refer to the district's policies at FNF (LEGAL) and FNF (LOCAL) for more information regarding investigations and searches.

Students shall be free from unreasonable search and seizure by school officials. School officials may search a student's outer clothing, pockets, or property by establishing reasonable suspicion or securing the student's voluntary consent. The official may ask the student to remove objects being stored or hidden in clothing.

Searches of the student's person or vehicle shall be conducted only if individualized suspicion exists to believe that the student possesses contraband (e.g., weapons, drugs). Areas such as lockers, which are owned and jointly controlled by the district, may be searched if reasonable suspicion exists to believe that contraband is inside the locker. A student does not have any expectation or right to privacy in the locker at any time. Students are responsible for anything found in their lockers.

All vehicles parked in school parking lots shall be subject to an open-air sniff at any time. Students are responsible for anything found in their vehicles.

Classroom and other common areas are subject to an open-air sniff at any time, once students have been removed, and items such as personal belongings, backpacks, and purses are left.

If outside law enforcement authorities are involved in a search, the search shall be conducted under criminal law standards rather than under the provisions of this policy.

School personnel are not to use physical restraint to conduct searches. If a student refuses to cooperate, where there is reasonable suspicion, the student's parents are to be notified, and the student becomes subject to disciplinary sanctions, and/or legal action.

If a student leaves the scene of a search without permission, the student will become subject to disciplinary sanctions and/or legal action. The student may also be held responsible for reimbursement or restitution.

The principal shall immediately make reasonable efforts to notify the student's parent that a search was conducted.

Vehicles with or without a campus parking permit may be searched for drugs and weapons.

If any prohibited object or substance is found, the student may be subject to appropriate disciplinary action, including removal, suspension, expulsion, and lawful action by the Cypress-Fairbanks-ISD Police Department.

# Use of Security Cameras

The district utilizes security cameras, audio, and video recording devices at school campuses and other district facilities. These may be located in instructional and non-instructional areas such as cafeterias, hallways, entryways, parking lots, and areas designated by law. The district also

randomly places video cameras on school buses to record student behavior. The district may view recordings to aid in the investigation of student misconduct and violations of the Student Code of Conduct.

Schools have surveillance cameras, burglar alarm systems, and fire alarm systems that are monitored around the clock by the CFISD Police Department.

Video surveillance cameras are installed on CFISD buses and located in all CFISD facilities. Facility video is monitored, and surveillance records are created and maintained by the CFISD Police Department. The Transportation Department maintains digital video from the buses.

Video surveillance may only be available to district administrators for 15 days after the date of the incident. Unless the video becomes an educational record, surveillance video from a bus or campus may only be viewed by district administrators.

# Use of Trained Dogs (Use of Police K-9s)

In an effort to proactively address the growing threat of drugs and other illegal items in the schools, and to maintain a safe school environment conducive to the educational process, the district will use certified police K-9s to detect concealed drugs, explosives, and firearms on school property. The CFISD Police Department dog handlers will use specially certified Police K-9s trained to detect illicit substances such as drugs, firearms, and explosives. Visits to schools will be random and unannounced. Police K-9s will be utilized to conduct open-air sniffs in classrooms, lockers, and vehicles parked on school property, as well as other common areas throughout the school building, to include but not be limited to cafeterias, open areas such as foyers, waiting areas, hallways, auditoriums, and gymnasiums.

If a K-9 alerts to a particular locker, vehicle, or an item in a common area, it shall be searched. If the K-9 alerts to a vehicle, the student will be asked to unlock the vehicle and trunk for an internal inspection. If the student refuses consent, the police department will enter the vehicle in order to conduct a probable cause search.

# Use of Metal Detectors

Cypress-Fairbanks ISD has a compelling interest:

1. To educate and train its students in an environment conducive to learning.
2. To maintain discipline in the classroom, on school grounds, and at school activities.
3. To provide a safe environment for its students, employees, and patrons.
4. To deter weapons on school property and at school-related activities.

The district finds that incidents involving the presence of weapons or contraband have occurred on school property and at school-related activities. The district is authorized to use metal detectors to screen for weapons and other contraband. The student's parent or guardian shall be notified if any prohibited items are found on the student's person or in their possession as a result of a search conducted in accordance with this policy. If students are found to be in possession of prohibited items, the district will administer discipline based on the Student Code of Conduct.

Texas Education Code 37.0021 does not apply to a peace officer, while performing law enforcement duties, except as provided by TEC 37.0021(i). “Law Enforcement Duties” means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Further, TEC 37.0021 does not prevent a student’s locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:

1. The student possesses a weapon.
2. The confinement is necessary to prevent the student from causing bodily harm to the student or another person.

# Glossary



## Acronyms

| Acronym | Definition |
|---|---|
| ALC | Alternative Learning Center |
| ARD | Admissions, Review and Dismissal |
| BIP | Behavior Intervention Plan |
| CFISD | Cypress-Fairbanks Independent School District |
| CPRC | Campus Placement Review Committee |
| CPS | Child Protective Services |
| DAEP | Disciplinary Alternative Education Program (See the DAEP section on page CC-50 for a list of DAEPs) |
| DFPS | Department of Family and Protective Services |
| DH | Detention Hall |
| DMC | Discipline Management Class |
| EOC | End of Course (part of STAAR Testing at the high school level) |
| FAPE | Free and Appropriate Public Education |
| FBA | Functional Behavioral Assessment |
| IDEIA | Individuals with Disabilities Education Improvement Act |
| IEP | Individual Education Program |
| ISD | Independent School District |
| JJAEP | Juvenile Justice Alternative Education Program |
| MDR | Manifestation Determination Review |
| OSS | Out-of-School Suspension |
| SOS | Special Opportunity School |
| STAAR | State of Texas Assessments of Academic Readiness |
| TCOLE | Texas Commission on Law Enforcement |
| TEA | Texas Education Agency |
| TEC | Texas Education Code |
| THC | Tetrahydrocannabinols |
| US | United States |
| USCO | Unsafe School Choice Option |

# Terms for the Code of Conduct

**Abusable volatile chemical** means a chemical, including aerosol paint, that when inhaled, ingested, or otherwise introduced into a person's body, may affect the person's central nervous system, create or induce in the person a condition of intoxication, hallucination, or elation, or change, distort, or disturb the person's eyesight, thinking process, balance, or coordination as provided in Chapter 485 of the Health and Safety Code.

**Aggravated Assault**—under Penal Code 22.02, a person commits an offense if the person commits assault as defined in Sec. 22.01 and the person:

1. Causes serious bodily injury to another, including the person's spouse.
2. Uses or exhibits a deadly weapon during the commission of the assault.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another.
2. Uses or exhibits a deadly weapon.
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the person is either:
    a. 65 years of age or older.
    b. A disabled person.

**Aggravated Kidnapping** under Penal Code 20.04, **(a)** a person commits an offense if he intentionally or knowingly abducts another person with the intent to:

1. Hold him for ransom or reward.
2. Use him as a shield or hostage.
3. Facilitate the commission of a felony or the flight after the attempt or commission of a felony.
4. Inflict bodily injury on him or violate or abuse him sexually.
5. Terrorize him or a third person.
6. Interfere with the performance of any governmental or political function.

**(b)** A person commits an offense if the person intentionally or knowingly abducts another person and uses or exhibits a deadly weapon during the commission of the offense.

**Aggravated Sexual Assault** under Penal Code 22.021, a person commits an offense if the person:

1. Intentionally or knowingly:

a. Causes the penetration of the anus or sexual organ of another person by any means, without that person's consent.

b. Causes the penetration of the mouth of another person by the sexual organ of the actor, without that person's consent.

c. Causes the sexual organ of another person, without that person's consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.

2. Regardless of whether the person knows the age of the child at the time of the offense, intentionally or knowingly:

a. Causes the penetration of the anus or sexual organ of a child by any means.

b. Causes the penetration of the mouth of a child by the sexual organ of the actor.

c. Causes the sexual organ of a child to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.

d. Causes the anus of a child to contact the mouth, anus, or sexual organ of another person, including the actor.

e. Causes the mouth of a child to contact the anus or sexual organ of another person, including the actor.

3. And if the person:

a. Causes serious bodily injury or attempts to cause the death of the victim or another person in the course of the same criminal episode.

b. By acts or words places the victim in fear that any person will become the victim of an offense under Section 20A.02(a)(3), (4), (7), or (8) or that death, serious bodily injury, or kidnapping will be imminently inflicted on any person.

c. By acts or words occurring in the presence of the victim threatens to cause any person to become the victim of an offense under Section 20A.02(a)(3), (4), (7), or (8) or to cause the death, serious bodily injury, or kidnapping of any person.

d. Uses or exhibits a deadly weapon in the course of the same criminal episode.

e. Acts in concert with another who engages in conduct described by Subdivision (1) directed toward the same victim and occurring during the course of the same criminal episode.

f. With the intent of facilitating the commission of the offense, administers or provides to the victim of the offense any substance capable of impairing the victim's ability to appraise the nature of the act or to resist the act.

4. The victim is younger than 14 years of age, regardless of whether the person knows the age of the victim at the time of the offense.

5. The victim is an elderly individual or a disabled individual.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire, regardless of whether the fire continues after ignition, or causes an explosion with intent to destroy or damage;
    a. Any vegetation, fence, or structure on open-space land, or
    b. Any building, habitation, or vehicle:
        i. Knowing that it is within the limits of an incorporated city or town.
        ii. Knowing that it is insured against damage or destruction.
        iii. Knowing that it is subject to a mortgage or other security interest.
        iv. Knowing that it is located on property belonging to another.
        v. Knowing that it has located within it property belonging to another.
        vi. When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle.
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damages or destroys a building belonging to another.
    b. Recklessly causes another person to suffer bodily injury or death.

**Article 15.27** is the official notification from a law enforcement agency notifying the school district that a student enrolled in the district has been arrested for certain types of offenses.

**Article 15.27(g)** is notification from a law enforcement agency when charges against a student are not billed or dismissed for lack of prosecutorial merit.

**Assault** is defined in part by Penal Code 22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; 22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and 22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or

operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property.
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for the student.
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school.
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying.

TEC 37.0832, Bullying Prevention Policies and Procedures, apply to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property.
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to and from school or a school-sponsored or school-related activity.
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Campus Behavior Coordinator** is primarily responsible for maintaining student discipline. CFISD has designated the principal, associate principal, and assistant principals as Campus Behavior Coordinators.

**Capital Murder** under Penal Code 19.03, a person commits an offense if the person commits murder as defined under Section 19.02(b)(1) and:

1. The person murders a peace officer or fireman who is acting in the lawful discharge of an official duty and who the person knows is a peace officer or fireman.
2. The person intentionally commits the murder in the course of committing or attempting to commit kidnapping, burglary, robbery, aggravated sexual assault, arson, obstruction or retaliation, or terroristic threat under Section 22.07(a)(1), (3), (4), (5), or (6).

3. The person commits the murder for remuneration or the promise of remuneration or employs another to commit the murder for remuneration or the promise of remuneration.
4. The person commits the murder while escaping or attempting to escape from a penal institution.
5. The person, while incarcerated in a penal institution, murders another:
    a. Who is employed in the operation of the penal institution.
    b. With the intent to establish, maintain, or participate in a combination or in the profits of a combination.
6. The person:
    a. While incarcerated for an offense under this section or Section 19.02, murders another.
    b. While serving a sentence of life imprisonment or a term of 99 years for an offense under Section 20.04, 22.021, or 29.03, murders another.
7. The person murders more than one person:
    a. During the same criminal transaction.
    b. During different criminal transactions, but the murders are committed pursuant to the same scheme or course of conduct.
8. The person murders an individual under 10 years of age.
9. The person murders an individual 10 years of age or older but younger than 15 years of age.
10. The person murders another person in retaliation for or on account of the service or status of the other person as a judge or justice of the supreme court, the court of criminal appeals, a court of appeals, a district court, a criminal district court, a constitutional county court, a statutory county court, a justice court, or a municipal court.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

**Classroom** is any learning environment, online or in person, where students receive instruction, engage, interact with one another, and/or work in groups together.

**Classroom disruption** is any behavior that violates the rules of a particular classroom and interferes with the teacher's opportunity to present material or any other student's opportunity to

concentrate on the material or assignment. This behavior may result in a Class C citation for "disruption of class" from the CFISD Police Department in accordance with state law.

**Continuous Sexual Abuse of a Young Child or Disabled Individual** under Penal Code 21.02, a person commits an offense if:

1. During a period that is 30 or more days in duration, the person commits two or more acts of sexual abuse, regardless of whether the acts of sexual abuse are committed against one or more victims.
2. At the time of the commission of each of the acts of sexual abuse, the actor is 17 years of age or older and the victim is:
    a. A child younger than 14 years of age, regardless of whether the actor knows the age of the victim at the time of the offense.
    b. A disabled individual.

**Criminal Attempt** under Penal Code 15.01, a person commits an offense if, with specific intent to commit an offense, he does an act amounting to more than mere preparation that tends but fails to effect the commission of the offense intended.

**Criminal street gang** is three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Criminally Negligent Homicide** under Penal Code 19.05, a person commits an offense if he causes the death of an individual by criminal negligence.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Cooling-off time** means a behavior management technique to provide a student with an opportunity to regain self-control, by separating the from other students for a limited period in a setting:

1. That is not locked.
2. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

**Cyberbullying** means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera,

electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied.

**Deferred adjudication** is an alternative to seeking conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Destructive device** means any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having explosive or incendiary charge of more than one-quarter ounce, mine, or device similar to any of the preceding described devices. It also means any type of weapon (other than a shotgun shell or a shotgun that is generally recognized as particularly suitable for sporting purposes) by whatever name known which will, or which may be readily converted to expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device as described in this item, and from which a destructive device may be readily assembled.

**Discretionary** means that something is left to or regulated by a local decision maker.

**Drug and/or alcohol offenses** as related to suspension of a student below grade 3 or who is identified as homeless pertains to selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

**E-cigarette** is defined by the Health and Safety Code Section 161.081 as:

1. An electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device; or
2. A consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision.

The term includes any device that is manufactured, distributed, or sold as an e cigarette, e-cigar, or e-pipe, or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine, that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror, and includes a device designed, made, or adapted for delivery or shooting an explosive weapon.

**Expulsion** means the removal of a student from the home campus to the JJAEP for certain offenses listed under Level V of the Student Code of Conduct.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that they know is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies.
2. Place a person in fear of imminent serious bodily injury.
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Fighting** is a physical conflict between two or more individuals. A student under attack should detach from the situation and get an adult to help. A fight occurs when the student strikes back and actively engages in the altercation.

**Firearm** is defined by federal law 18 U.S.C. Section 921 as:

1. Any weapon (including a starter gun), which will or is designed to, or which may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;

3. Any firearm muffler or firearm silencer defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Foster care** means when children cannot live safely at home and an appropriate non-custodial parent, relative, or close family friend is currently unable or unwilling to care for them, the court can give temporary legal possession to Child Protective Services (CPS) and that agency temporarily places these children in foster care. Foster care settings include:

1. Kinship Caregiver homes.
2. Foster family homes.
3. Foster family group homes.
4. Residential group care facilities.
5. Facilities overseen by another state agency.

**Graffiti** are markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** is:

1. Conduct that meets with the definition established in district policies DIA [Local] and FFH [Local].
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member or volunteer, is sexually intimidating, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code.
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law.

b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property.

c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury.

d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

e. Makes a telephone call and intentionally failing to hang up or disengage the connection.

f. Knowingly permits a telephone under the person's control to be used by another to commit an offense under this section.

g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

h. Publishing on an Internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person unless the communications are made in connection with a matter of public concern.

i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an Internet application or other technological means.

**Hazing** is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, occurring on or off the campus of an educational institution, by one person alone or acting with others, directed against a student for the purpose of pledging, being initiated into, affiliating with, holding office in, or maintaining membership in a student organization, if the act meets the elements in Education Code 37.151 including:

1. Any type of physical brutality.
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs or other substances.
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code.
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit list** is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Homeless children and youths** as stated in Federal definition—42 U.S.C. Section 11434a means Individuals who lack a fixed, regular, and adequate nighttime residence, and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecency with a Child** under Penal Code 21.11, a person commits an offense if, with a child younger than 17 years of age, whether the child is of the same or opposite sex and regardless of whether the person knows the age of the child at the time of the offense, the person:

1. Engages in sexual contact with the child or causes the child to engage in sexual contact; or
2. With intent to arouse or gratify the sexual desire of any person:
    a. Exposes the person's anus or any part of the person's genitals, knowing the child is present; or
    b. Causes the child to expose the child's anus or any part of the child's genitals.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person’s anus or any part of the person’s genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Texas Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person’s intimate parts exposed or engaged in sexual conduct. “Visual material” means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Knuckles** as defined by Penal Code 46.01 means an instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflecting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Location-restricted knife** as defined by Penal Code 46.01 is a knife with a blade over five and one-half inches.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Manslaughter** under Penal Code 19.04, a person commits an offense if he recklessly causes the death of an individual.

**Murder** under Penal Code 19.02, a person commits an offense if he:

1. Intentionally or knowingly causes the death of an individual.
2. Intends to cause serious bodily injury and commits an act clearly dangerous to human life that causes the death of an individual.
3. Commits or attempts to commit a felony, other than manslaughter, and in the course of and in furtherance of the commission or attempt, or in immediate flight from the commission or attempt, he commits or attempts to commit an act clearly dangerous to human life that causes the death of an individual.

**Non-illegal knife** is defined as any bladed hand instrument with a blade length of five and one half inches or less that is capable of inflicting injury.

**Online harassment** is defined as using the name or persona of another person to create a web page or to post one or more messages on a social networking site without obtaining the other person's consent, and with the intent to harm, defraud, intimidate, or threaten any person. It is further defined as sending an electronic mail, instant message, text message or similar communication that references a name, domain address, phone number or other item of identifying information belonging to any person without obtaining the other person's consent, with the intent to cause a recipient of the communication to reasonably believe that the other person authorized or transmitted the communication, and with the intent to harm or defraud any person.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Parent**—the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

**Possession** is defined as the actual or constructive care, custody, control, or management of an object or substance with intent or knowledge. A student shall be considered in possession of any substance or object prohibited or regulated by this Code if the substance or object is:

1. On the student's person or in the student's personal property, including but not limited to the student's clothing, purse, book bag, or backpack.
2. In any private vehicle used by the student for transportation to or from school or a school-related activity, including but not limited to, a truck, automobile, motorcycle, or bicycle.
3. Any school property used by the student including, but not limited to, a locker or a desk.

**Prohibited weapons** under Penal Code 46.05(a) means:

1. The following items unless registered in the National Firearms Registration and Transfer Record maintained by the Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the United States Department of Justice:
    a. An explosive weapon.
    b. A machine gun.
    c. A short-barrel firearm.
2. Armor-piercing ammunition.
3. A chemical dispensing device.
4. A zip gun.
5. A tire deflation device.
6. An improvised explosive device.

**Public lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are exempted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony

offense. In forming such a reasonable belief, the superintendent or designee may use all available information, and must consider the information furnished in the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

**Restorative practices** is a relational approach to building school climate and addressing student behavior. Restorative practices focus on proactive approaches that facilitate respectful classrooms, developing rapport with students, managing conflicts, establishing routines and expectations for positive student behavior.

**Retaliation** is defined by Penal Code 36.06.

**School day** is defined as anytime students are under the direct supervision of a Cypress-Fairbanks ISD employee. This includes, but is not limited to, class time; before, during, or after any assessment; passing periods between classes; lunch time; recess; after school tutorials, detentions; field trips; and participating in school events. Students who need to use a telephone during the school day may use one of the school phones that are available for student use, upon request, and based on need.

**Self-defense** is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect themself. Self-defense is deemed appropriate and will be considered as a mitigating circumstance only when the student has a reasonable belief that the force is immediately necessary to protect themself against the other's use or attempted use of force that could result in serious bodily injury. Verbal assault or threat is never enough to justify self-defense. Reasonable belief in the school setting means a belief that would be held by the school principal in the same circumstances as the actor. Each student is responsible for making every effort to avoid the use of any force and is advised to remove themselves from the situation if at all possible. The district does not condone or authorize students to use force against another individual, even if that individual provokes or instigates a fight or altercation.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others.
2. Extortion, meaning the gaining of money or other property by force or threat.
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code.
4. Conduct that constitutes the offense of:
    a. Public lewdness under Section 21.07, Penal Code.
    b. Indecent exposure under Section 21.08, Penal Code.
    c. Criminal mischief under Section 28.03, Penal Code.
    d. Personal hazing under Education Code Section 37.152.
    e. Harassment under Section 42.07 (a) (1), Penal Code, of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

1. Behavior that is grounds for permissible expulsion or DAEP placement.
2. Behavior identified by the district as grounds for discretionary DAEP placement.
3. Actions or demonstrations that substantially disrupt or materially interfere with school activities.
4. Refusal to attempt or complete schoolwork as assigned.
5. Insubordination.
6. Profanity, vulgar language or obscene gestures.
7. Leaving school grounds without permission.
8. Falsification of records, passes, or other school-related documents.
9. Refusal to accept discipline assigned by the teacher or principal.

**Sexual Assault** under Penal Code 22.011, a person commits an offense if:

1. The person intentionally or knowingly:
    a. Causes the penetration of the anus or sexual organ of another person by any means, without that person's consent.
    b. Causes the penetration of the mouth of another person by the sexual organ of the actor, without that person's consent.
    c. Causes the sexual organ of another person, without that person's consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.
2. Regardless of whether the person knows the age of the child at the time of the offense, the person intentionally or knowingly:
    a. Causes the penetration of the anus or sexual organ of a child by any means.
    b. Causes the penetration of the mouth of a child by the sexual organ of the actor.
    c. Causes the sexual organ of a child to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.
    d. Causes the anus of a child to contact the mouth, anus, or sexual organ of another person, including the actor.
    e. Causes the mouth of a child to contact the anus or sexual organ of another person, including the actor.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Smoking/tobacco** violations, including smoking, using or possessing tobacco in any form by students is prohibited anywhere on the property of Cypress-Fairbanks ISD, in school vehicles, or on school-related trips. Class C tickets for minors in possession of alcohol and/or drugs/tobacco on school property may be issued by CFISD Police Department in accordance with state law.

**Switchblade** is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or centrifugal force. The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies.
2. Place any person in fear of imminent serious bodily injury.
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or another public place.
4. Causes impairment or interruption of public communications, public transportation, public water, gas, or power supply or another public service.
5. Place the public or a substantial group of the public in fear of serious bodily injury.
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by 46.01 of the Penal Code as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

1. Murder, manslaughter, or homicide under Sections 19.02-19.05, Penal Code.
2. Kidnapping under Section 20.03-20.04, Penal Code.
3. Trafficking of persons under Section 20A.02-20A.03 Penal Code.
4. Smuggling or continuous smuggling of persons under Sections 20.05-20.06, Penal Code.

5. Assault under Section 22.01, Penal Code.
6. Aggravated assault under Section 22.02, Penal Code.
7. Sexual assault under Section 22.011, Penal Code.
8. Aggravated sexual assault under Section 22.021, Penal Code.
9. Unlawful restraint under Section 20.02, Penal Code.
10. Continuous sexual abuse of a young child or disabled individual under Section 21.02, Penal Code.
11. Bestiality under Section 21.09, Penal Code.
12. Improper relationship between educator and student under Section 21.12, Penal Code.
13. Voyeurism under Section 21.17, Penal Code.
14. Indecency with a child under Section 21.11, Penal Code.
15. Invasive visual recording under Section 21.15, Penal Code.
16. Disclosure or promotion of intimate visual material under Section 21.16, Penal Code.
17. Sexual coercion under Section 21.18, Penal Code.
18. Injury to a child, an elderly person, or a disabled person of any age under Section 22.04 Penal Code.
19. Abandoning or endangering a child, elderly individual, or disabled individual under Section 22.041, Penal Code.
20. Deadly conduct under Section 22.05, Penal Code.
21. Terroristic threat under Section 22.07, Penal Code.
22. Aiding a person to commit suicide under Section 22.08, Penal Code.
23. Tampering with a consumer product under Section 22.09, Penal Code.
24. Harassment by Persons in Certain Facilities or of Public Servant. Section 22.11, Penal Code. (See FOC [Exhibit]).

**Under the influence** means not having the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, (including written or oral admission). A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

An assessment may be administered by a school nurse. If a student refuses to cooperate with the assessment, where there is reasonable cause or suspicion, the student's parents are to be notified, and the student becomes subject to disciplinary sanctions.

**Unlawful Carrying of Weapons** is defined by Penal Code 46.02.

**Use** is defined as a student who has introduced into their body, by any means, a prohibited substance recently enough that it is detectable by the student's physical appearance, aroma, actions (including written or oral admission), breath or speech.

**Violent crimes offenses** as related to suspension of a student below grade 3 or who is identified as homeless pertains to conduct that contains the elements of assault as provided by the Penal Code Section 22.01 Assault, Section 22.011 Sexual Assault, Section 22.02 Aggravated Assault, or Section 22.021 Aggravated Sexual Assault.

**Weapons offenses** as related to suspension of a student below grade 3 or who is identified as homeless pertains to conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 Unlawful Carry Weapons or 46.05 Prohibited Weapons.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



EXHIBIT A

***Note:*** Informal resolution is encouraged but does not extend any deadlines in DGBA(LOCAL), except by mutual written consent.

EMPLOYEE COMPLAINT FORM — LEVEL ONE

To file a formal complaint, please fill out this form completely and submit it by hand delivery, electronic communication, fax, or U.S. mail to the appropriate administrator within the time established in DGBA(LOCAL). All complaints will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name: Alicia Royer
2. Address: [redacted]

   Telephone number: [redacted]

   E-mail address: [redacted]
3. Position: Teacher Campus/Department: Cy Falls/Science
4. If you will be represented in presenting your complaint, please identify the person representing you.

**Please note:** You must designate a representative who will be participating in person or by telephone with an advance notice of at least three days, or the District may reschedule the conference to a later date.

Name: Kaylan Dixon Smith

Address: PO Box 1489 Austin, Texas 78767

Telephone number: 512-492-3909

E-mail address: kdsmith@tcta.org

5. Please describe the decision or circumstances causing your complaint (give specific factual details).

   I participated in the instructional committee to review and recommend materials to the school board. We filled out an extensive rubric. At the May 6th meeting, board member Dr. Natalie Blasingame put up an amendment to censor sections of the proposed books.

   Nowhere during our curriculum review was there ever mentioned the possible removal of parts of the material. During the meeting Dr. Blasingame mentions rewriting the TEKS at a local level. I do not believe they have the authority to do that.

I am filing this grievance for a violation of policy EFA (LOCAL) which states, “The Board shall rely on District professional staff to select and acquire instructional materials.” Again, I participated in the curriculum review committee and was not aware or made aware of any decision to censure materials. This violates policy EFA (LOCAL) because the Board did not rely on District professional staff to select and acquire instructional materials. The professional staff who reviewed the materials did not discuss, recommend, nor approve any decision to censor materials.

6. What was the date of the decision or circumstances causing your complaint?

   May 16th- I became aware of the Board’s May 6th decision to delete chapters of the science instructional materials.

7. Please explain how you have been harmed by this decision or circumstance.

   The Board decision removes up to date information and access to phenomena covered in the book in which we are tasked by the State to use in our science teachings. Chapter 2 and 6 is the only place some of these TEKS are covered.

8. Please describe any efforts you have made to resolve your concerns and the responses to your efforts. Please include dates of communication and with whom you communicated regarding your concerns.

   The curriculum directors have not been allowed to speak to us about this decision. We had a zoom meeting scheduled for Thur 4/23

9. Please describe the outcome or remedy you seek for this complaint.

   Reinstate censored chapters or reconvene the science review committee to discuss censoring chapters and the effect it would have on student learning and TEKS implementation.

Employee signature: Alicia Royer_____

Signature of employee’s representative: Kaylan Dixon Smith

Date of filing: _____

*Complainant, please note:*

*A complaint form that is incomplete in any material way may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.*

*Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.*

# CFISD Secondary Science Materials Scoring Rubric

## Guidance for Evaluators:

1. The rubric is organized into ***Categories*** - ***Indicators*** - ***Descriptors***:
    a. The 6 ***Categories*** are:
        i. Alignment
        ii. Three Dimensional Learning
        iii. Platform & Access
        iv. Assessments
        v. Investigations
        vi. Instructional Resources
    b. Each Category has from 2-5 ***Indicators***
    c. Each Indicator has ***Descriptors*** to guide scoring:
        i. Not Present
        ii. Present but Insufficient
        iii. Present and Sufficient
        iv. Present and Outstanding

2. Scoring and Weighting
    a. Each indicator will be assigned a raw score by the evaluator. This score will range from 0-3. Raw scores are conditionally formatted to show a red, yellow, or green color.
        i. Red - Significant concern with the product
        ii. Yellow - Minor concern with the product
        iii. Green - Good score and no concerns with the product

3. Be sure to reference the new TEKS when scoring with this rubric:
    a. TEKS adopted in 2020 or 2021 to be implemented in 2024 (be sure to scroll to the appropriate TEKS!)
    b. Texas Administrative Code
        i. Middle School
        ii. High School
    c. TEA pdfs
        i. Middle School
        ii. High School

| Publisher 1 | *Descriptors* | | | | Raw Indicator Scores | Final Indicator Scores | nce *(required for #3 Outstanding score)* |
|---|---|---|---|---|---|---|---|
| | Not Present | Present but Insufficient | Present and Sufficient | Present and Outstanding | | | |
| **Category 1 - Alignment** | **0** | **1** | **2** | **3** | | | |
| **Indicator 1.1** 2024-25 Content aligned to TEKS level of depth and complexity | Content is not aligned to TEKS (aligned to other standards) | Content is TEKS aligned, but below the full depth and complexity | | Content is TEKS aligned at full depth and complexity | - | #VALUE! | |
| **Indicator 1.2** 2024-25 Content matches to TEKS vertical alignment | Content includes material, depth, or complexity beyond TEKS (future grade levels or courses such as AP) | | | Content only includes material, depth, and within grade-level TEKS (compatible with TEKS vertical alignment) | - | #VALUE! | |
| **Indicator 1.3** English Language Proficiency Standards (ELPS) aligned | No ELPS in evidence | ELPS are present, but are not appropriately aligned and/or are not integrated into content | ELPS fully aligned and integrated into content | ELPS fully aligned with multiple methods of integration across all units/modules/chapters | - | #VALUE! | |
| **Category 2 - 3D Learning** | **0** | **1** | **2** | **3** | | | |
| **Indicator 2.1** Science and Engineering Practices (SEPs) aligned/integrated | No SEPs in evidence | SEPs are present, but are not appropriately aligned and/or are not integrated into content | SEPs fully aligned and integrated into content | SEPs fully aligned with multiple methods of integration across all units/modules/chapters | - | #VALUE! | |
| **Indicator 2.2** Recurring Themes and Concepts (RTCs) aligned/integrated | No RTCs in evidence | RTCs are present, but are not appropriately aligned and/or are not integrated into content | RTCs fully aligned and integrated into content | RTCs fully aligned with multiple methods of integration across all units/modules/chapters | - | #VALUE! | |
| **Indicator 2.3** Phenomena aligned/integrated | Anchoring or investigative phenomena are not present, or no phenomena in evidence | Anchoring Phenomena and investigative phenomena are present, but are not appropriately aligned to one another or are not integrated into content | Anchoring and investigative phenomena are aligned and integrated in most content | Anchoring and investigative phenomena are aligned and integrated in all content | - | #VALUE! | |
| **Indicator 2.4** Rigorous, inquiry-based investigations using academic language and phenomena | No investigations in evidence | Investigations are not student-directed and/or do not use academic language | Investigations use academic language, and some are student-directed | Investigations use academic language, and many are student-directed (with scaffolding) | - | #VALUE! | |
| **Indicator 2.5** Support for scientific argumentation, data analysis, and citing evidence | No support for scientific argumentation, data analysis, or citing evidence | Support for scientific argumentation, data analysis, OR citing evidence | Support for scientific argumentation, data analysis, AND citing evidence across most units/modules/chapters | Support for scientific argumentation, data analysis, AND citing evidence across all units/modules/chapters | - | #VALUE! | |
| **Category 3 - Platform and Access** | **0** | **1** | **2** | **3** | | | |
| **Indicator 3.1** Organization and Adaptibility of units, chapters, and lessons | Materials can not be reogranized | Materials can only be reorganized within their existing unit, chapter, or lesson | | Materials can be fully reorganized between units, chapters, and lessons | - | #VALUE! | |
| **Indicator 3.2** Scale and Ease of Reorganization | Materials can not be reogranized | Individual teachers must reorganize materials for their students within the platform | Teachers or teams are able to 'grab' reorganized materials for students from a CMS such as Schoology | Materials can be reorganized for all teachers and students at the district level | - | #VALUE! | |
| **Indicator 3.3** Digital and print resources available and downloadable *(print resources refer to versions of digital resources that can be printed or downloaded for printing)* | No print or downloadable resources are available | Digital and print/downloadable resources are separate and not interchangable | Digital and print resources are downloadble, match, and can be used interchangably | Annual update with changes to digital resources; printing and downloading available with digital resource | - | #VALUE! | |
| **Indicator 3.4** Editable digital resources | Student digital materials are not editable | Student digital materials have limited editability | | All student digital materials are fully editable | - | #VALUE! | |
| **Category 4 - Assessments** | **0** | **1** | **2** | **3** | | | |

| Publisher 1 | *Descriptors* | | | | Raw Indicator Scores | Final Indicator Scores | nce *(required for #3 Outstanding score)* |
|---|---|---|---|---|---|---|---|
| | Not Present | Present but Insufficient | Present and Sufficient | Present and Outstanding | | | |
| **Indicator 4.1** Item bank | No item bank provided | A limited item bank is available, but items are not customizable | A robust item bank is available with customizable items | An easily-searchable and robust item bank is available with customizable items | - | #VALUE! | |
| **Indicator 4.2** Assessment items are well-written, scientifically accurate, avoid bias, have clear graphics (including data tables), and are free from errors | Does not have items that are well-written, scientifically accurate, avoid bias, have clear graphics (including data tables), and are free from errors | Few of the items are well-written, scientifically accurate, avoid bias, have clear graphics (including data tables), and are free from errors | | Most of the items are well-written, scientifically accurate, avoid bias, have clear graphics (including data tables), and are free from errors | - | #VALUE! | |
| **Indicator 4.3** Variety of assessment items are provided that are developmentally and grade-level appropriate (such as multiple choice, hot spot, drag and drop, multipart, multiselect, short constructed response) | Does not have a variety of assessment items | Limited variety of assessment items that may not be developmentally or grade-level appropriate | | Variety of assessment items that are developmentally and grade-level appropriate | - | #VALUE! | |
| **Indicator 4.4** Assessment items are customizable | Assessment items are not customizable. | Assessment items are customizable | | | - | #VALUE! | |
| **Indicator 4.5** Variety of pre-made assessments (such as pre-assessments, formative assessments, comprehensive assessments, etc.) | No pre-made assessments provided | Pre-made assessments provided, but not always aligned to depth and complextity of content or TEKS | Variety of pre-made assessments provided aligned to depth and complextity of content and TEKS | | - | #VALUE! | |
| **Indicator 4.6** Assessment Data | Platform does not provide assessment data | Platform provides data to teacher | Platform provides data to teacher and students | | - | #VALUE! | |
| | | | | | | | |
| **Category 5 - Instructional Supports** | **0** | **1** | **2** | **3** | | | |
| **Indicator 5.1 2024-25** Interventions, scaffolds, extensions, and resources that support differentiated instruction | No interventions, extensions, or support for differentiated instruction in evidence | Resources support instruction for some student groups, but not all students, and may be limited in quality or quantity | | TEKS-level designated with consistent, high-quality Interventions, scaffolds, extensions, and resources that support differentiated instruction | - | #VALUE! | |
| **Indicator 5.2** Teacher supports for investigations, including set up instructions. | No teacher supports for investigations provided | Limited teacher supports for investigations provided | | Teacher supports of investigations provided with scaffolds for release from teacher to student responsibility in investigations. | - | #VALUE! | |
| **Indicator 5.3** Vocabulary, lexile, and language supports | No vocabulary, lexile, or language support available. | Either vocabulary OR lexile supports | Both vocabulary AND lexile supports | Vocabulary, lexile supports, and translation services | - | #VALUE! | |
| | | | | | | | |
| | | | | | | | |
| | | | | **TOTAL for PUBLISHER** | | #VALUE! | |

Supporting Information to grievance

They want to delete Chapters 2, 6, and 21. Of the Earth Systems book, which I participated on the review committee.

This is the list of the TEKS that those chapters cover:

Chapter 2:

Scientific and engineering practices. The student, for at least 40% of instructional time, asks questions, identifies problems, and plans and safely conducts classroom, laboratory, and field investigations to explain phenomena or design solutions using appropriate tools and models. The student is expected to:TEKS 1.A ask questions and define problems based on observations or information from text, phenomena, models, or investigations;TEKS 1.C use appropriate safety equipment and practices during laboratory, classroom, and field investigations as outlined in Texas Education Agency-approved safety standards;TEKS 1.E collect quantitative data using the International System of Units (SI) and qualitative data as evidence;TEKS 1.F organize quantitative and qualitative data using scatter plots, line graphs, bar graphs, charts, data tables, digital tools, diagrams, scientific drawings, and student-prepared models; andTEKS 1.G develop and use models to represent phenomena, systems, processes, or solutions to engineering problems.

Scientific and engineering practices. The student develops evidence-based explanations and communicates findings, conclusions, and proposed solutions. The student is expected to:TEKS 3.A develop explanations and propose solutions supported by data and models and consistent with scientific ideas, principles, and theories; andTEKS 3.B communicate explanations and solutions individually and collaboratively in a variety of settings and formats.

Scientific and engineering practices. The student knows the contributions of scientists and recognizes the importance of scientific research and innovation on society. The student is expected to:TEKS 4.C research and explore resources such as museums, planetariums, observatories, libraries, professional organizations, private companies, online platforms, and mentors employed in a science, technology, engineering, and mathematics (STEM) field in order to investigate STEM careers.

Science concepts. The student understands the formation of the Earth and how objects in the solar system affect Earth's systems. The student is expected to: TEKS 5.A analyze how gravitational condensation of solar nebular gas and dust can lead to the accretion of planetesimals and protoplanets.

Science concepts. The student knows the evidence for the formation and composition of Earth's atmosphere, hydrosphere, biosphere, and geosphere. The student is expected to:TEKS 6.A describe how impact accretion, gravitational compression, radioactive decay, and cooling

differentiated  proto-Earth into layers; andTEKS 6.D evaluate scientific hypotheses for the origin of life through abiotic chemical processes.

Chapter 6:

Scientific and engineering practices. The student, for at least 40% of instructional time, asks questions, identifies problems, and plans and safely conducts classroom, laboratory, and field investigations to explain phenomena or design solutions using appropriate tools and models. The student is expected to:TEKS 1.A ask questions and define problems based on observations or information from text, phenomena, models, or investigations;TEKS 1.B apply scientific practices to plan and conduct descriptive, comparative, and experimental investigations and use engineering practices to design solutions to problems;TEKS 1.C use appropriate safety equipment and practices during laboratory, classroom, and field investigations as outlined in Texas Education Agency-approved safety standards;TEKS 1.F organize quantitative and qualitative data using scatter plots, line graphs, bar graphs, charts, data tables, digital tools, diagrams, scientific drawings, and student-prepared models; andTEKS 1.G develop and use models to represent phenomena, systems, processes, or solutions to engineering problems.

Scientific and engineering practices. The student analyzes and interprets data to derive meaning, identify features and patterns, and discover relationships or correlations to develop evidence-based arguments or evaluate designs. The student is expected to:TEKS 2.A identify advantages and limitations of models such as their size, scale, properties, and materials.

Scientific and engineering practices. The student develops evidence-based explanations and communicates findings, conclusions, and proposed solutions. The student is expected to:TEKS 3.A develop explanations and propose solutions supported by data and models and consistent with scientific ideas, principles, and theories.

Scientific and engineering practices. The student knows the contributions of scientists and recognizes the importance of scientific research and innovation on society. The student is expected to:TEKS 4.A analyze, evaluate, and critique scientific explanations and solutions by using empirical evidence, logical reasoning, and experimental and observational testing, so as to encourage critical thinking by the student; andTEKS 4.C research and explore resources such as museums, planetariums, observatories, libraries, professional organizations, private companies, online platforms, and mentors employed in a science, technology, engineering, and mathematics (STEM) field in order to investigate STEM careers.

Science concepts. The student understands how Earth’s systems affect and are affected by human activities, including resource use and management. The student is expected to:TEKS 12.E predict how human use of Texas’s naturally occurring resources such as fossil fuels, minerals, soil, solar energy, and wind energy directly and indirectly changes the cycling of matter and energy through Earth’s systems.

Timeline for the materials adoption was we were given access to the rubric to evaluate the books with on Feb 1, Feb 5 The forms due to my department chair was Feb 16th 2024.

The board originally was supposed to approve it at the April meeting, they tabled it until the May meeting.

I confirmed with some of the ladies who specialize in science curriculum writing that no one knew about the amendment.