

LEASE AGREEMENT
BETWEEN ECTOR COUNTY ISD AND TOYA'S PRECIOUS JEWELS
ACADEMY OF THE PERMIAN BASIN

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

This Lease Agreement is made this 19th day of May, 2026, at Odessa, Ector County, Texas, by and between the Board of Trustees of the Ector County Independent School District, hereinafter called LESSOR, and Toya's Precious Jewels Academy of the Permian Basin (TPJAPB), hereinafter called LESSEE.

Demise and Description of Property

(1) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property, hereinafter called the "Leased Premises", situated in Ector County, Texas, and described as an approximately 21,199 square foot portion of the building located at the elementary school known as Travis Elementary, located at 1400 South Lee Avenue, Odessa, Ector County, Texas and as depicted on the aerial view attached hereto as Exhibit "A".

Term and Extensions

(2) The Initial Term of this lease shall be for five (5) years commencing upon the date of execution hereof and ending on the fifth-year anniversary, unless sooner terminated as hereinafter provided.

(3) At the expiration of the Initial Term, the lease may be renewed annually in one-year increments following annual review by the parties until such time when the District needs to utilize the entire campus for the District's operations.

Rent

(4) For and during the term of this lease, Lessee shall pay to Lessor, as rent for the leased premises the amount of One Thousand, Two Hundred and No/100 Dollars (\$1,200.00) per year, first payment due upon execution hereof and alike payment due on the same day of each year thereafter.

Use of Premises, Generally

(5) The Leased Premises are to be used for the operation of a high-quality childcare facility wherein Lessee, through its employees, will carry on its operations and restrict its use to such purpose, and not to use, or permit the use of, the Premises for any other purposes without first obtaining the consent in writing of Lessor, or Lessor's authorized agent. Lessor's authorized agent shall be the Superintendent or Superintendent's designee.

Limited Access to the Playground

(6) In addition to its use of the Leased Premises, Lessee shall be allowed to use a designated portion of the playground facilities at Travis Elementary School. Lessee shall be responsible for securing same after each use.

Maintenance

(7) The Lessor shall be responsible for the maintenance of the structural walls, roof, HVAC systems and plumbing of the Leased Premises. Lessee shall be responsible for all other maintenance and the cost of normal wear and tear of the Leased Premises.

Janitorial

(8) Lessee shall be responsible for all janitorial services for the Leased Premises.

Utilities

(9) Lessee shall be responsible for the payment of one-third of the monthly cost of the utilities (including electricity, water and gas) to the Leased Premises. The Leased Premises will be

operated in accordance with the Lessor's Energy Management Guidelines.

Insurance

(10) Lessee shall obtain and keep in force through the term hereof general liability insurance at its expense, covering all activities and operations of the Leased Premises, with minimum limits of One Million (\$1,000,000) for personal injury or death and full replacement value of all contents. The Lessor shall be named as an additional insured on said policy or policies.

Indemnification

(11) Lessee shall indemnify, hold harmless, protect, and defend the Lessor and its trustees, officers, employees, representatives, agents, and affiliates for, from, and against any and all claims and damages (including reasonable attorney's fees and costs) of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease, or death), directly or indirectly arising out of or in connection with Lessee's use of the Leased Premises or the conduct of Lessee's business or from any activity, work, or thing done, permitted, or suffered by Lessee in or about the Leased Premises, unless caused solely by the Lessor.

Supervision

(12) Lessee shall be solely responsible for recruiting, staffing, and supervising all of its staff and employees for use in the Leased Premises.

Day to Day Operations

(13) The Lessor will designate a District official as the person that Lessee shall contact with respect to any issues that arise in connection with the day-to-day operations under the Lease. In the event there is a dispute that is not resolved with the designated District official, the matter shall be referred to the Lessor's Superintendent or designee for resolution. The decision of the Superintendent or designee shall be final and not subject to further appeal.

Screening

(14) Any and all staff members, employees, or volunteers of Lessee shall comply in all respects with all State law and District policies and rules pertaining to adults on school premises.

Public Purpose and Benefit

(15) The Lessor has determined that it will be receiving adequate return benefit by the provision of much-needed high-quality childcare services in return for the \$1,200.00 per year lease and Lessee's obligations under the Lease. The Lessor further determines that the Leased Premises shall serve a public purpose consistent with the Lessee's mission and purpose, as outlined in Exhibit "B". The Lessor further determines that the property being leased herein is not immediately needed for school purposes. See also Board Resolution at Exhibit "C".

Termination

(16) While it is anticipated that this Agreement will continue collaboratively for at least five (5) years, notwithstanding any provision of this Agreement to the contrary, the parties agree that this lease may be terminated by Lessor at any time for any reason or no reason at all on the giving of one hundred and twenty (120) days' notice to Lessee. The Lease may also be terminated by either party at the end of each extension year, with a 60-day notice to the other party. Upon said termination, all obligations between the parties will terminate, and the leased premises will remain the sole and absolute property of the Lessor.

No Assignment

(17) The Agreement may not be assigned by Lessee without the prior written consent of the Lessor.

Governing Law and Venue

(18) This Lease shall be governed by the laws of the State of Texas, and any dispute shall be settled in the courts of Ector County, Texas.

Notices

(19) All notices, certificates, requests, demands, and other communications shall be in writing and personally served by facsimiles, email, or certified mail to the following addresses:

LESSOR: Ector County Independent School District
ATTN: Superintendent of Schools
802 North Sam Houston
P.O. Box 3912
Odessa, Texas 79760-3912

LESSEE: Toya's Precious Jewels Academy of the Permian Basin
ATTN: La'Toya Mayberry, Executive Director
511 W. Missouri Ave
Midland, TX 79701

No Waste, Nuisance, or Unlawful Use

(20) Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

Acceptance and Surrender of Premises

(21) Lessee accepts the Leased Premises in its current condition, AS IS.

Lessor's Remedies on Lessee's Breach

(22) If Lessee breaches this lease, Lessor shall have the right to terminate this lease after giving (10) days written notice of termination and shall have the right to reenter the premises immediately and remove all Lessee's personal property therefrom.

Miscellaneous Provisions

Parties Bound

(23) (a) This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

Prior Agreements Superseded

(b) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Counterparts, One Agreement

(c) This agreement and all other copies of this agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Time of Essence

(24) Time is of the essence in this agreement.

WITNESS our signatures on the dates set forth below:

Date: _____

Ector County Independent School District

By: _____
Tammy Hawkins
Board President

Date: _____

Toya's Precious Jewels Academy of the Permian Basin

By: _____

Name: La' Toya Mayberry _____

Title: Executive Director _____

Exhibit A

TPJAPB Leased Portion of Building



Exhibit B

TPJAPB Benefits to Community and to District

Our goal: TPJAPB is more than a childcare provider—it is a strategic partner committed to strengthening Odessa by supporting families, workforce development, ECISD, and key community partners to drive meaningful outcomes across the region.

Texas Rising Star (TRS) 4-Star Designation

Texas Rising Star (TRS) is the State of Texas' quality rating system for early childhood programs, ensuring providers go beyond minimum standards to deliver high-quality education. Programs are evaluated on teacher interactions, curriculum, staff qualifications, and child development. Ratings range from 2-Star to 4-Star, with 4-Star representing the highest level of quality. A 4-Star designation means a program exceeds state standards through research-based instruction, highly trained staff, and strong outcomes across all areas of child development.

DISTRICT (ECISD) BENEFITS

School Readiness Pipeline

TPJAPB will serve as a feeder system into ECISD, ensuring children enter kindergarten academically prepared and socially developed. TPJAPB will prepare children for kindergarten through a whole-child approach that develops early literacy, math readiness, physical growth, social-emotional skills, language, and cognitive development—ensuring students enter school confident, capable, and ready to succeed.

Alignment to ECISD Curriculum (Frog Street)

TPJAPB will align instruction with Frog Street Curriculum, used by the District in its Early Childhood programs, to ensure consistency and smooth transitions into Pre-K and Kindergarten.

Conscious Discipline Alignment

TPJAPB will implement Conscious Discipline strategies to support emotional regulation, reduce behavior challenges, and create positive learning environments.

Child Find & Early Intervention Support

TPJAPB will support ECISD's Child Find efforts by conducting early developmental screenings using the CDC Developmental Milestones framework. Screenings will assess speech and language, cognitive, physical, social-emotional, and sensory development, allowing for early identification of delays or processing challenges. This ensures timely referrals and interventions, so children receive the support they need as early as possible.

Exhibit B

Reserved Seats for ECISD Staff

TPJAPB will prioritize enrollment for ECISD employees and support overflow childcare needs, improving staff retention and reliability. TPJAPB will also explore discounted tuition to help reduce out-of-pocket childcare costs and increase access to high-quality care for ECISD employees.

Year-Round Childcare with Extended Hours

TPJAPB will provide year-round care with extended hours to support working families and essential staff with non-traditional schedules.

COMMUNITY BENEFITS

Quality Subsidized Childcare Seats (Texas Rising Star 4-Star)

TPJAPB will provide high-quality childcare through its Texas Rising Star 4-Star designation, ensuring children receive structured early learning, trained educators, and strong developmental outcomes. While subsidy programs provide significant support, they often do not cover the full cost of care. To further reduce financial barriers, TPJAPB will work to absorb or waive the remaining balance for qualifying families whenever possible, making high-quality childcare more accessible and affordable.

Potential Jobs for Families

TPJAPB will create over 20 new jobs in the Odessa community across teaching, administrative, and support roles. Beyond employment, TPJAPB will continue to invest in workforce development by providing training and career advancement opportunities in early childhood education.

School-Ready Children

TPJAPB will prepare children for kindergarten through a whole-child approach that develops early literacy, math readiness, physical growth, social-emotional skills, language, and cognitive development—ensuring students enter school confident, capable, and ready to succeed.

Community Resource Nights

TPJAPB will host parenting classes, Early Childhood Intervention support sessions, literacy programs, and family resource events to strengthen families and connect them with community services.

Collaboration with City & County

TPJAPB will partner with local leaders to identify childcare needs, expand access, and strengthen workforce participation through reliable childcare solutions. Key collaboration opportunities include serving Odessa city and county employees, as well as healthcare personnel.

Exhibit C

**RESOLUTION OF THE BOARD OF TRUSTEES
OF ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

WHEREAS, the Board of Trustees (the “Board”) of the Ector County Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools of the District and in the name of the District to acquire and hold real and personal property; and

WHEREAS, the Board is authorized by Texas Education Code § 11.1542 and under Texas common law to lease or allow use for a purpose other than a district purpose of an unused or underused District facility; and

WHEREAS, the Board previously determined in an open public meeting that it currently does not have a need to use Travis elementary school campus (the “Facility”) for educational purposes and decided to temporarily repurpose this Facility; and

WHEREAS, the Board finds a need exists for a high-quality childcare provider in the Ector County community; and

WHEREAS, pursuant to Texas Education Code § 11.1542, the Board previously gave each open-enrollment charter school located wholly or partly within the boundaries of the District the opportunity to make an offer to lease or use the Facility before offering the Facility for lease or to any other specific entity for a purpose other than a district purpose; and

WHEREAS, the Board has not received any offers from the open-enrollment charter schools located wholly or partly within the boundaries of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board hereby would like to offer a portion of the Facility to Toya’s Precious Jewels Academy of the Permian Basin, a high-quality childcare provider in Texas, in accordance with the terms of the proposed lease agreement.

RESOLVED, the Board hereby makes the following findings: (1) the proposed lease of the Facility to Toya’s Precious Jewels Academy of the Permian Basin for high-quality subsidized childcare services will serve a public purpose of the District; (2) the Board will retain sufficient control over the leased portion of the Facility to ensure a public purpose is served; and (3) the Board is confident the District will receive a sufficient return benefit in accordance with the terms of the proposed lease agreement.

PASSED AND APPROVED this 19th day of May, 2026 by the Board of Trustees for the Ector County Independent School District.

By: _____
Tammy Hawkins, Board President

Attest: _____
Bob Thayer, Board Secretary