

# Agenda of Regular Meeting

## The Board of Trustees Ector County Independent School District

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A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held May 20, 2025, beginning at 6:00 PM.

The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:  
Dowling Elementary School Student Gavin Trowbridge and Permian HS Student Samuel Sanderson
4. Invocation: Deacon Andrew Davis, Holy Redeemer Catholic Church
5. Special Presentations:  
Introduction of the Class of 2025 Valedictorians and Salutatorians  
Announcement of Spirit Scholarships, Memorial Scholarships, and Achievers Scholarships Winners
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
  - A. Bond 2023 Update 3
  - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 18
9. Action Items
  - A. Discussion of and Request for Approval of Purchases over \$50,000 28
  - B. Discussion of and Request for Approval of 2024-2025 Budget Amendment #7 79
  - C. Discussion of and Request for Approval of Extension of Bank Depository Contract 83
  - D. Discussion of and Request for Approval of 2025-2026 Gifted and Talented Plan and Presentation Update of Advanced Academic Services 95
  - E. Discussion of and Request for Approval of IB MYP Authorization Application for Crockett Middle School 133
10. Consent Agenda 136
  - A. Request for Approval of Minutes of Meetings 137
  - B. Request for Approval of Bills for Payment 147

C. Request for Approval of Acceptance of Donations Over \$10,000	167
D. Request for Approval of the Quarterly Investment Report	172
E. Authorization to Operate Vehicle Inspection Station.	176
F. Request for Approval of Memorandum of Understanding between The Holdsworth Center and ECISD	178
G. Request for Approval of Contract with Henthorn Commercial Construction to build New Cafeteria at Austin Montessori	191
H. Request for Approval of Contract with Mid-Tex of Midland to build New Shooting Range for Permian High School JROTC Program	234
11. Report/Discussion Items	
A. Budget Update Discussion	265
12. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate on the hiring of Principal at Nimitz Middle School; Principal at EK Downing Elementary School; Principal at Gonzales Elementary School; Executive Director of Leadership; Chief Academic Officer; and Chief Human Capital Officer.) Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	
A. Request for Approval of Personnel Recommendation to Hire Principal for Nimitz Middle School	266
B. Request for Approval of Personnel Recommendation to Hire Principal for EK Downing Elementary School	267
C. Request for Approval of Personnel Recommendation to Hire Principal for Gonzales Elementary School	268
D. Request for Approval of Personnel Recommendation to Hire Executive Director of Leadership	269
E. Request for Approval of Personnel Recommendation to Hire Chief Academic Officer	270
F. Request for Approval of Personnel Recommendation to Hire Chief Human Capital Officer	271
13. Action Items	
A. Discussion of and Request for Approval of Reorganization of Board of Trustees Naming President, Vice-President, and Secretary	272
14. Information Items	
A. Financials	274
B. Purchases Over \$50,000 Informational Report	279
C. Routine Personnel Report	282
15. Closing Remarks by Superintendent	
16. Adjournment	



## **BOND 2023 UPDATE**

Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.



# BOND 2023

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School Board Update  
May 20, 2025



# PROJECT IMPLEMENTATION

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# Ector County ISD

## CTE High School



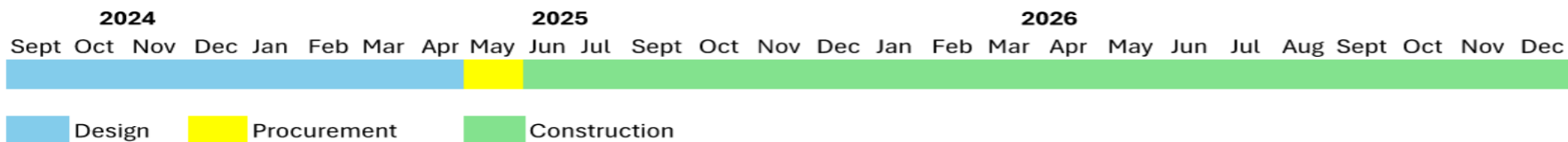
### CONSTRUCTION UPDATE

#### DESIGN

- Project bid took place on 5/1/25
- GMP delivered on 5/15/25
- GMP presented at the May BOT meeting
- Total GMP: \$86,591,081

COST SUMMARY	
Budget:	\$90,023,122
Encumbrance:	\$3,794,227
Actual:	\$2,624,672
Available:	\$83,604,223
Percentage Complete:	3%

#### CTE Schedule



# Ector County ISD

## Middle School



### CONSTRUCTION UPDATE

#### Construction

- Site preparation is on-going
- Site utilities work is on-going
- Foundation work is on-going
- Electrical and Plumbing is on-going
- Steel erection has started
- Blockwork has started around the gym

### COST SUMMARY

Budget:	\$120,794,898
Encumbrance:	\$93,208,566
Actual:	\$12,657,327
Available:	\$14,929,005
Percentage Complete:	10%

#### Middle School



DIFFERENT FROM THE GROUND UP





# Ector County ISD

## Permian HS Auditorium Renovations



### Construction Update

#### Design

Project is nearing the end of the design development phase. Guaranteed Maximum Price going to the board in June.

#### On-Site Activity

Parkhill engineers and consultants visit site and staff regularly to ensure success of project.

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### COST SUMMARY

Budget	\$12,500,000.00
Encumbrance	\$294,320.00
Actual	\$515,309.00
Available	\$11,690,371.00
Percentage Complete	4.00%

July 2024 – April 2025  
Design



April – May 2025  
Procurement



June 2025 – May 2026  
Construction

# Ector County ISD

## Permian JROTC Facility



### Construction Update

#### Design

A contract is being brought to the board for approval at a total of \$1,387,040.

#### On-Site Activity

There is no on-site activity at this time.

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### COST SUMMARY

Budget	\$1,500,000.00
Encumbrance	\$25,281.00
Actual	\$96,241.00
Available	\$1,378,478.00
Percentage Complete	6.00%

August 2024 –  
January 2025  
Design



January – April  
2025  
Procurement



May 2025 –  
January 2026  
Construction

# Ector County ISD

## CTE – Ag Farm



SOUTHWEST PERSPECTIVE

### Construction Update

#### Design

Design being finalized. Procurement will take place this Summer.

#### On-Site Activity

No on-site activity at this time.

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#### COST SUMMARY

Budget	\$7,500,000.00
Encumbrance	\$179,743.00
Actual	\$231,643.00
Available	\$7,088,614.00
Percentage Complete	2.00%



# Technology Update

- PA/Bells/Alarms/Clocks Project
  - Cabling has been completed at a majority of elementary campuses.
  - Cabling is beginning at Odessa High School with all three crews working at OHS. The cabling portion should take 4-6 weeks to complete.
- Surveillance Camera Project
  - All high schools and middle schools are complete.
  - Crews have begun at elementary campuses.

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# Fine Arts Update

- Classroom Instruments
  - 1103 instruments ordered with the total expended currently at \$1.9 Million. 359 of the instruments are for elementary classrooms.
  - 987 instruments delivered thus far

14



# FINANCE

15



**ECISD Bond 2023  
Costs by Project  
as of 5/1/2025**



Notes	Project Name	Initial Project Budget	Moved Budget	Adjusted Budget	Actual Paid 2023/2024	Actual Paid 2024/2025	Purchase Orders Encumbrance	Remaining Available	Percentage Utilized	
1	MIDDLE SCHOOL	120,000,000	794,898	120,794,898	2,490,112	10,167,215	93,208,566	14,929,005	10%	
2	PRIORITY 1&2 ITEMS	117,783,000		117,783,000	187,989	1,300,209	13,054,661	103,240,141	1%	
3	HS/CTE CENTER	80,000,000	10,023,122	90,023,122	398,966	2,225,706	3,794,227	83,604,223	3%	
4	TRANSPORTATION FACILITY	35,000,000	(10,000,000)	25,000,000	47,250	5,289,782	1,564,668	18,098,300	21%	
5	AUDITORIUM RENO-PHS	12,500,000		12,500,000		515,309	294,320	11,690,371	4%	
6	TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000		10,000,000		3,173,705	4,615,006	2,211,289	32%	
7	LAND PURCHASE	9,000,000	(818,020)	8,181,980	16,988	75,730	62,794	8,026,469	1%	
8	TRANSITION LEARNING CENTER	8,000,000		8,000,000		232,375	530,625	7,237,000	3%	
9	AG FARM BUILDINGS-CTE	7,500,000		7,500,000		231,643	179,743	7,088,614	3%	
10	TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000		6,000,000		3,980,841	1,208,353	810,806	66%	
11	FINE ARTS INSTRUMENTS	3,665,000		3,665,000	299,663	1,313,834	144,195	1,907,308	44%	
12	TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000		3,500,000	3,422,512	76,872	-	616	100%	complete
13	TECHNOLOGY - PHONE SYS	2,500,000		2,500,000		-		2,500,000	0%	
14	TRANSPORTATION BUSES	2,450,000		2,450,000		-	2,412,297	37,703	0%	
15	JROTC FACILITY	1,500,000		1,500,000		96,241	25,281	1,378,478	6%	
16	TECHNOLOGY ITEMS - AV EQUIP	1,500,000		1,500,000		817,005	167,157	515,838	54%	
17	ATH-MS GYM BLEACHERS	1,000,000		1,000,000		845,158		154,842	85%	complete
18	MS UNIF-BAND&MARIACHI	685,000		685,000		-	7,247	677,753	0%	
19	ATH-BB & TENNIS LIGHTS-OHS	650,000	(14,200)	635,800		611,691	-	24,109	96%	complete
20	ATH-MS TENNIS COURT RESURFACE	480,000		480,000	216,826	81,812	40,000	141,362	62%	
21	ATH-BASEBALL LIGHTING-PHS	400,000	14,200	414,200		413,200	999	1	100%	complete
22	MS PERFORMANCE RISERS	150,000		150,000		30,948	51,070	67,982	21%	
<b>Totals</b>		<b>\$ 424,263,000</b>	<b>\$ -</b>	<b>\$ 424,263,000</b>	<b>\$ 7,080,306</b>	<b>\$ 31,479,277</b>	<b>\$ 121,361,207</b>	<b>\$ 264,342,211</b>		
<b>Percent</b>		<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>2%</b>	<b>7%</b>	<b>29%</b>	<b>62%</b>		

**Notes:**

- 1 Moved MS land costs and matching budget from land project to MS project.
- 3 CTE High School budget increased: moved \$10m unused Transportation Facility project to CTE High School.
- 3 CTE High School donation from PSP is an additional \$10 million that will be accounted for separately in Fund 468 so that it is not commingled with bond funds.
- 7 Moved land budgets and costs out of Land to MS and CTE HS for the land costs that are part of those projects.
- 17 Complete and underbudget by \$154,842
- 19 Moved budget from one light project to the other
- 21 Moved budget from one light project to the other

# THANK YOU





## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER \$50,000**

**DATE:** May 20, 2025

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As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

\*\*\*\*\*

Administrative Recommendation:  
Approval of Bond 2023 Purchases over \$50,000

**ECISD**  
**Request for Bond Purchases Over \$50,000**  
**May 2025**

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	Teinert	\$ 86,591,081	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-26-2	Construction Manager at Risk (CMAR)	Tienert has submitted their Guaranteed Maximum Price (GMP) for the new Career and Technology Center (CTE) project. The Guaranteed Maximum Price, as submitted, includes the fees for Construction Period Services and General Conditions per the contract between Tienert and the District.	FY 2024 / FY 2028



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## Teinert Construction Amendment – Construction Manager

- **Purpose:** To amend Teinert Construction current contract from Pre-Construction Services to Construction Manager with a Guaranteed Maximum Price.
- **Background Info:** Currently, Teinert Construction is under contract for Pre-Construction Services for the new CTE High School. The A133 amendment will allow ECISD to approve Teinert Construction as Construction Manager. Teinert Construction will be utilized to complete the construction of the new CTE High School project identified in the 2023 Bond Proposition A with a Guaranteed Maximum Price.
- **Cost:** \$86,591,081
- **Funding Source:** 693 Bond Fund
- **Recommended Service Provider:** Teinert Construction

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Board Approval

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Date

OUR students...THE future



**AMENDMENTS TO**  
**A133-2019 EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**

DATE: May 16, 2025

CONTRACT DATE: June 18, 2024

OWNER: Ector County Independent School District

CONSTRUCTION MANAGER: Teinert Construction

ARCHITECT: PBK

PROJECT: New CTE Center

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above referenced- Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™-2019 Exhibit A Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Construction Manager on this project, Owner and Construction hereby agree to the following amendments to the Contract:

1. ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1. Guaranteed Maximum Price shall be amended as follows:

In the second sentence after "Contract Sum" insert "as the term is defined in Article 5.1 of the Agreement,"; after "consists" insert "of the total". At the end of the section after "Agreement" insert ", plus the general conditions as that term is defined in Article 6.1.5 of the Agreement."

2. § A.1.1.4 shall be amended to add in the blank line following the section "Only by agreement of Owner's Board of Trustees."

3. § A.1.1.5.2 shall be deleted in its entirety and "N/A" placed in the box below the section.

4. § ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION



§ A.2.1 shall be amended as follows:

Insert “X” in the “Established as follows:” box.

Delete “If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.” and replace it with the following:

“The commencement date will be the first business day after the Construction Manager’s receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Construction Manager, approved by the Owner’s Board of Trustees, signed by the Owner’s authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B.”

5. § A.2.3 Substantial Completion

§ A.2.3.1 shall be amended after “Construction Manager shall” to insert “diligently prosecute and”.

Add a new paragraph at the end of section as follows:

“Final Completion shall be 30 calendar days after the date of Substantial Completion subject to adjustments of the Contract Time as provided in the Contract Documents.”

6. § A.2.3.3. shall be amended to change Section “6.1.6” to Section “7.3.”

7. § A2.3.4 shall be added as follows:

“A.2.3.4 The Guaranteed Maximum Price is based on the following costs for trench excavation safety protection:”

8. § A.2.3.4 shall be added as follows:

“A.2.3.5 The Guaranteed Maximum Price is based on the following costs for special shoring requirements:”

9. In the signature block at the end of the Agreement add the following signature line:

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_



This Amendment entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (*Signature*)

\_\_\_\_\_ Chris Stanley \_\_\_\_\_  
*Printed Name*

President, Board of Trustees  
Ector County Independent School District

\_\_\_\_\_  
Construction Manager (*Signature*)

\_\_\_\_\_ Daniel Horton - President \_\_\_\_\_  
*Printed Name and Title*

# DRAFT AIA® Document A133® – 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the «16th » day of «May » in the year «2025 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « 18th» day of « June » in the year « 2024 » (the “Agreement”)  
(In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

«2023 Bond Program New Construction and Renovations to ECISD»  
New CTE Facility »

**THE OWNER:**  
(Name, legal status, and address)

«Ector County Independent School District  
802 N. Sam Houston »« »  
«Odessa, TX 79761 »

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

«Allen Teinert Construction Co., Inc. dba Teinert Construction  
1402 Crickets Ave. »« »  
«Lubbock, TX 79401 »

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « eighty six million, five hundred ninety one thousand, eighty one dollars » (\$ «\$86,591,081.00» ), , subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

«See GMP Summary Exhibit D »

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate #03 – PEMB Building	-\$3,014,213.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[  ] The date of execution of this Amendment.

[  ] Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

«Jun 1st 2025 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[  ] Not later than  (  ) calendar days from the date of commencement of the Work.

[  ] By the following date:  January 15, 2026

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<input type="checkbox"/>	<input type="checkbox"/>

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

### ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<input type="checkbox"/> See attached exhibit C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**§ A.3.1.2** The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«See attached exhibit B

Section	Title	Date	Pages
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**§ A.3.1.3** The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«See attached exhibit A

Number	Title	Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
<input type="checkbox"/>	<input type="checkbox"/>

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

«See Attached Assumptions and Clarifications Exhibit D»

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« N/A »

**ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

« See attached exhibit D»

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

« »« »

*(Dr. Keeley Boyer – Ector County ISD  
Superintendent)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

« »« »

*(Daniel Horton - President)*





## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES  
OVER \$50,000**

**DATE:** May 20, 2025

---

As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

\*\*\*\*\*

Administrative Recommendation:  
Approval of Purchases over \$50,000

ECISD

Request for purchases over \$50,000

May 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/Product	Service/Product Summary	Contract Term
1R	Braun Beef Company Essence Bottling Company LA Foods National Food Group Sysco West Texas Cibus Brokerage Schreiber Foods International Master's Distribution Churchfield Trading Company	\$ 2,254,507	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded IFB 25-25SN	Dry, Refrigerated, and Frozen Food	Seek and obtain the best food prices while maintaining high food quality.	FY 2025-2026
2R	GH Dairy El Paso	\$ 1,252,690	Federal Funds 240	Jieun Pando School Nutrition	Renewal ECISD Awarded IFB 23-14SN	Milk and Dairy Delivery Items	Milk is a required component for USDA nutrition programs, such as the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Seamless Summer Option Program.	FY 2025-2026
3R	Central Poly-Bag Corp. Wallace Packaging, LLC Daxwell Interboro Packaging Corp. Sysco West Texas Empire Paper Company Gateway Printing and Office Supply Pyramid School Products (Pyramid Paper Company) Officewise Furniture & Supply (Sewco, Inc.)	\$ 1,052,359	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded IFB 25-26SN	Paper and Plastic Items	Food service paper and plastic items based on menu items, serving style, and serving efficiency for kitchen staff.	FY 2025-2026
4R	Generator Supercenter of Midland (Lights on Solutions LLC)	\$ 537,080	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded RFP 25-21SN	Generator Installation Project	Install generators for walk-in refrigerators and freezers at nine schools: OHS, PHS, NTO, Bowie, Bonham, Crockett, Ector, Nimitz, and Wilson & Young.	FY 2025-2026
5R	All Aboard America! (Industrial Bus Lines, Inc.) Embark Coach Line Freedom Charters and Tours, LLC Skyway Charters LLC Star Shuttle LLC	\$ 600,000	General Funds 199	Exalander Magallan District Operations	ECISD Awarded RFP 25-29	Charter Bus Services	Charter Bus Services for student travel for athletic, band, music, and other extracurricular activities that the ECISD Transportation Department cannot meet.	FY 2025-2026
6R	Bimbo Bakeries USA	\$ 210,715	Federal Funds 240	Jieun Pando School Nutrition	Renewal ECISD Awarded IFB 24-18SN	Bread Delivery Items	Grains are a required component for USDA nutrition programs, such as the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Seamless Summer Option Program. Bread items are credited as grains.	FY 2025-2026
7R	D.T. House Movers LLC	\$ 130,000	General Funds 199	Exalander Magallan District Operations	Renewal ECISD Awarded RFP 23-27SI	Portable Classroom Relocation	Supplemental Portable Moving Services to assist Operations with campus expansion needs district wide.	2024-2025 / 2025-2026
8R	Hughes Services Flooring Jelco	\$ 90,000	General Funds 199	Exalander Magallan District Operations	ECISD Awarded RFP 25-33	Wood Gym Floors Screen, Recoating & Repairs	Maintenance Screen and Recoating & Repair of Wood Gym Floors.	2024-2025 / 2025-2026

ECISD  
 Request for purchases over \$50,000  
 May 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/Product	Service/Product Summary	Contract Term
9R	Aramark	\$ 75,000	Federal Funds 240	Jieun Pando School Nutrition	Renewal ECISD Awarded IFB 22-25SN	Food Service Apparel and Facility Items Rental Service	Priority is keeping the kitchens clean and safe. The vendor will provide clean towels and apparel needed for daily kitchen operations. The vendor will also keep the kitchen mats clean and provide wet rugs around wet work areas to help prevent slips and falls.	FY 2025-2026
10R	Aadvance Services PM Pros	\$ 70,000	General Funds 199 Chancellor and Killion Funds 715	Exalander Magallan District Operations	ECISD Awarded RFP 25-32	Lawn Care and General Exterior Facility Cleaning	Maintain and elevate site beautifications not only at the Chancellor and Killion Houses, but also expanding to other areas of need throughout the district.	FY 2025-2026
11R	Aadvanced Services Carrillo Construction PM Pros	\$ 65,000	General Funds 199 Chancellor and Killion Funds 715	Exalander Magallan District Operations	ECISD Awarded RFP 25-31	Apartment Make-Ready's and Cleaning	Regular upkeep is essential in maintaining facilities in order to provide high quality accommodations for ECISD staff and to help with retention and recruitment of potential out of district and overseas teacher candidates.	FY 2025-2026  30

**Dr. Jieun Pando**

Ector County ISD Director of School Nutrition  
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Odessa, TX 79763  
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**IFB#Bid 25-25SN Dry, Refrigerated, and Frozen Food**

- **Purpose:** The School Nutrition Department is seeking to receive food items based on the planned menus for SY 25-26.
- **Background Info:** The School Nutrition Department continues to seek and obtain the best food prices while maintaining high food quality.
- **Cost:** \$2,254,507.00 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
  - Braun Beef Company
  - Essence Bottling Company
  - LA Foods
  - National Food Group
  - Sysco West Texas
  - Cibus Brokerage
  - Schreiber Foods International
  - Master’s Distribution
  - Churchfield Trading Company

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Board Approval

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Date



2 BEEF TAMALES									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #		
M.C.I. Foods, Inc.	800	Cases	\$0.00	\$0.00		PADRINOS	25-26		
Cibus Brokerage	800	Cases	\$67.35	\$53,880.00	Delivered requires 3 pallets minimum; Item number is 03-304 Padrino Foods	PADRINOS	25-26		
Churchfield trading Company	800	Cases	\$68.69	\$54,952.00	min 255cs	PADRINOS	25-26		
[ALTI] M.C.I. Foods, Inc.	800	Cases	\$95.62	\$76,496.00	Beef and NO Textured Vegetable Protein Tamale; CN label required; Credible grain content must be at least 50% whole grain; must provide 2 oz. M/JMA and 2 oz. Grains. 60/5.75oz. 6 pallet minimum, 72 cases per pallet	M.C.I. Foods, Inc.	99770		
[ALTI] Master's Distribution	800	Cases	\$116.25	\$93,000.00	BEEF TAMALES (minimum Requirement: 1 PLT per order; TIH 10x4 40cs - *10-12 PLTs total combined per delivery* Shelf life: 18 months	Rodriguez Tamales Chicken & Red Chili 96/5 oz	8176		

2 BEEF TAMALES										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Cibus Brokerage	60	5	5	5	5	5	5	10	100	
Churchfield trading Company	55	5	5	5	5	5	5	10	95	
[ALTI] M.C.I. Foods, Inc.	50	5	5	5	5	5	5	10	90	
[ALTI] Master's Distribution	45	5	5	5	5	5	5	10	85	

3 PANCAKE ON A STICK									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #		
Braun Beef Company	4800	Case	\$29.44	\$141,312.00	New Minimum is 10,000lb or 1,000 cases	Foster Farms	95121		
Master's Distribution	4800	Case	\$30.05	\$144,240.00	Minimum Requirement: 5 PLTs, 540cs; TIH 9x12 108cs/Shelf Life: 365 days	Foster Farms	95121		
Sysco West Texas	4800	Case	\$30.24	\$145,152.00	420924356 / 2.85 ZPOSTRFMTURKEY & PANCAKE WRAP CN MAPLEFOSTER, POULTRY FARMS9512190 CASE MINIMUM / LEAD TIME = 20 DAYS	Foster Farms	95121		
[ALTI] Tyson Prepared Foods, Inc.	4800	Case	\$33.15	\$159,120.00	Jimmy Dean Whole Grain Original Pancake & Turkey Sausage Breakfast Sticks, 2.51 oz	Tyson	10000038215		
[ALTI] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	4800	Case	\$43.32	\$207,936.00	DON LEE FARMS, CNT2833 - WHOLE GRAIN, TURKEY PANCAKE SAUSAGE ON A STICK, 72/2.83 oz. (12.74 lbs.), IMMA, 1.25G	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	CNT2833		
[ALTI] Braun Beef Company	4800	Case	\$145.50	\$698,400.00	Mini Turkey Sausage Pancake Bites 6/5lb	JTM Food Group	5091		

3 PANCAKE ON A STICK										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
[ALTI] Tyson Prepared Foods, Inc.	45	5	5	5	5	5	5	10	85	
[ALTI] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	40	5	5	5	5	5	5	10	80	
[ALTI] Braun Beef Company	35	5	5	5	5	5	5	10	75	

4 MORNING SAUSAGE ROLL									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #		
Lechi Foods Inc.	4800	Case	\$30.00	\$144,000.00		DOUBLE B FOODS	5051		
[ALTI] Lechi Foods Inc.	4800	case	\$30.00	\$144,000.00	Lechi Foods - kolache	Lechi Foods	60626		
Sysco West Texas	4800	Case	\$37.23	\$178,704.00	196665480 / 2 OZDDB SAUSAGE BF/PK BKFST ROLLDDBL B FOODS DNC5051420 CASE MINIMUM / LEAD TIME = 30 DAYS	DOUBLE B FOODS	5051		

4 MORNING SAUSAGE ROLL										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Lechi Foods Inc.									0	
[ALTI] Lechi Foods Inc.	60	5	5	5	5	5	5	10	100	NO SAMPLE SUBMITTED
Sysco West Texas	55	5	5	5	5	5	5	10	95	



5 CANNED WHOLE KERNEL CORN									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #		
Churchfield trading Company	1000	Case	\$26.52	\$26,520.00	min 95%- can combine canned products bid	OurHouse	OHC610		
[ALT1] SCHREIBER FOODS INTERNATIONAL	1000	Case	\$32.05	\$32,050.00	Ambrosia Brand Whole Kernel Corn	Schreiber Foods International	26011		
[ALT1] Master's Distribution	1000	Case	\$35.80	\$35,800.00	CANNED WHOLE KERNEL CORN/Minimum Requirement: 16 PLTs (this item only) OR 4000# Del Monte items combined, 45lbs/cs, TIH 8x7 56cs Shelf life: 36 months	Del Monte Whole Kernel Corn Low Sodium 6#10	2004499		
[ALT1] Sysco West Texas	1000	Case	\$36.08	\$36,080.00	70258926 / #10DELMONTECORN WHL KERNEL LOW SODIUM/DEL MONTE FOODS CORPORATION #200448948 CASE MINIMUM / LEAD TIME = 22 - 30 DAYS	DEL MONTE	2004499		
[ALT2] Master's Distribution	1000	Case	\$38.05	\$38,050.00	CANNED WHOLE KERNEL CORN/Minimum Requirement: 3 PLTs (this item only) OR 7500# Del Monte items combined, 45lbs/cs, TIH 8x7 56cs Shelf life: 36 months	Del Monte Whole Kernel Corn Low Sodium 6#10	2004499		

5 CANNED WHOLE KERNEL CORN										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Churchfield trading Company	60	5	5	5	5	5	5	10	100	
[ALT1] SCHREIBER FOODS INTERNATIONAL	55	5	5	5	5	5	5	10	95	
[ALT1] Master's Distribution	50	5	5	5	5	5	5	10	90	
[ALT1] Sysco West Texas	45	5	5	5	5	5	5	10	85	
[ALT2] Master's Distribution	40	5	5	5	5	5	5	10	80	

6 CANNED MANDARIN ORANGES									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #		
Churchfield trading Company	3000	Cases	\$26.97	\$80,910.00	min 95%- can combine canned products bid	OurHouse	OHMO610		
[ALT1] Braun Beef Company	3000	Cases	\$38.14	\$114,420.00	Mandarin Oranges Broken Segments Light Syrup 6#10 - Minimum order is 952 cases, Assorted NEMCO Items	NEMCO	767301140889		
[ALT1] Master's Distribution	3000	Cases	\$38.25	\$114,750.00	CANNED MANDARIN ORANGES/Minimum Requirement: 17 PLTs, 952 cases Nemco Combined; TIH 7x8 56cs Shelf life: 3 years	Nemco Broken Segments Mandarin Oranges 6#10	767301400822		
[ALT1] SCHREIBER FOODS INTERNATIONAL	3000	Cases	\$41.45	\$124,350.00	Ambrosia Brand Whole Segment Mandarin Oranges in light syrup	Schreiber Foods International/ Ambrosia Brand	14919		
[ALT1] Sysco West Texas	3000	Cases	\$59.68	\$179,040.00	13978196 / #10DOLEORANGE MANDRN SECT LSDOLE421848 CASE MINIMUM / 16 - 26 DAY LEAD TIME	DOLE	4218		
[ALT1] LA FOODS	3000	Cases	\$63.13	\$189,390.00	Pacific Coast Producers Mandarin Oranges, Whole Segments in Light Syrup	Pacific Coast Producers	073934155740		

6 CANNED MANDARIN ORANGES										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Churchfield trading Company	60	5	5	5	5	5	5	10	100	
[ALT1] Braun Beef Company	55	5	5	5	5	5	5	10	95	
[ALT1] Master's Distribution	50	5	5	5	5	5	5	10	90	
[ALT1] SCHREIBER FOODS INTERNATIONAL	45	5	5	5	5	5	5	10	85	
[ALT1] Sysco West Texas	40	5	5	5	5	5	5	10	80	
[ALT1] LA FOODS	35	5	5	5	5	5	5	10	75	



7 MAYONNAISE							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Master's Distribution	350	Cases	\$40.12	\$14,042.00	MAYONNAISE Minimum Requirement: 7 PLTs (this item only) OR 1000# Clements item combined; 33.2 lbs/cs, TtH 12x4 48cs Shelf life: 9 months	Clements Heavy Duty Mayo 4-1 gal	208012101
[ALT2] Master's Distribution	350	Cases	\$54.01	\$18,903.50	MAYONNAISE Minimum Requirements: as needed (TtH 12x4 60cs) *10-12 PLTs total combined per delivery* Shelf life: 190 days	KraftHeinz Deluxe Mayo 4-1 gal	21000648297
Sysco West Texas	350	Cases	\$55.38	\$19,383.00	70521714 / 1 GALKENS MAYONNAISE HEAVY KENS FOOD LLC KE050448 CASE MINIMUM / 21 - 28 DAY LEAD TIME	Ken's	KE0504
Master's Distribution	350	Cases	\$55.75	\$19,512.50	Minimum requirements: 5 PLTs, 231 cases, TtH 12x4 48cs - *10-12 PLTs total combined per delivery* Shelf life: 120 days	Ken's	KE0504
[ALT1] Braun Beef Company	350	Cases	\$56.96	\$19,936.00	Mayonnaise Extra Heavy 4-1 gallon - Minimum order is 156 cases	Marzetti	81010
Churchfield trading Company	350	Cases	\$70.89	\$24,811.50	min 240 cs	Ken's	KE0504

7 MAYONNAISE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Master's Distribution	60	5	5	5	5	5	5	10	100	DUE TO MINIMUM ORDER WE ARE NOT ABLE TO FULFILL REQUIREMENTS OF TRUCKLOAD
[ALT2] Master's Distribution	55	5	5	5	5	5	5	10	95	DUE TO MINIMUM ORDER WE ARE NOT ABLE TO FULFILL REQUIREMENTS OF TRUCKLOAD
Sysco West Texas	50	5	5	5	5	5	5	10	90	PREFERRED ITEM; TASTE APPROVED
Master's Distribution	45	5	5	5	5	5	5	10	85	
[ALT1] Braun Beef Company	40	5	5	5	5	5	5	10	80	
Churchfield trading Company	35	5	5	5	5	5	5	10	75	

8 MUSTARD PACKETS							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Sysco West Texas	200	Cases	\$13.84	\$2,768.00	4394417500 / 5.5 GMP/MUSTARD YELLOW PACKETS SYSCO SOUTHEAST CENTRAL WISE71603705390150 CASE MINIMUM / 14 - 21 DAY LEAD TIME	KRAFT HEINZ	5390
Master's Distribution	200	Cases	\$17.12	\$3,424.00	Item# 716037053901 Minimum Requirements: as needed (TtH 25x8 200cs) - *10-12 PLTs total combined per delivery* shelf life: 270 days	KRAFT HEINZ	5390

8 MUSTARD PACKETS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	

9 CANNED SLICED PEACHES							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] SCHREIBER FOODS INTERNATIONAL	2800	Cases	\$40.05	\$112,140.00	Ambrosia Brand sliced peaches in light syrup	Schreiber Foods International	38421
Churchfield trading Company	2800	Cases	\$42.58	\$119,224.00	min 952- can combine canned products bid	OurHouse	OHP5610
[ALT1] Master's Distribution	2800	Cases	\$47.25	\$132,300.00	CANNED SLICED PEACHES Minimum Requirements: 17 PLTs, 952 cases Nemco Combined; TtH 7x8 56cs Shelf life: 3 years	Nemco Sliced Peaches in juice 6#10	767301401171
[ALT1] Braun Beef Company	2800	Cases	\$47.42	\$132,776.00	Sliced Peaches 6#10 - Minimum order is 952 cases, Assorted NEMCO Items	NEMCO	767301401171
[ALT1] Sysco West Texas	2800	Cases	\$50.12	\$140,336.00	70674076 / #10 DELMONT PEACH SLICED IN EXT LGHT SYRUP DEL MONTE FOODS CORPORATION II.00473448 CASE MINIMUM / LEAD TIME = 22 - 30 DAYS	DEL MONTE	2004734
[ALT2] Master's Distribution	2800	Cases	\$50.40	\$141,120.00	CANNED SLICED PEACHES Minimum Requirements: 16 PLTs (this item only) OR 4000# Del Monte items combined, 45lbs/cs; TtH 8x7 56cs Shelf life: 36 months	Del Monte Sliced Peaches in ELS 6#10	2004734
[ALT3] Master's Distribution	2800	Cases	\$52.67	\$147,476.00	CANNED SLICED PEACHES Minimum Requirements: 3 PLTs (this item only) OR 7500# Del Monte combined, 45lbs/cs; TtH 8x7 56cs Shelf life: 190 days	Del Monte Sliced Peaches in ELS 6#10	2004734
[ALT2] LA FOODS	2800	Cases	\$60.61	\$169,708.00	Yellow Clingstone Peach Halves & Slices in Extra Light Syrup	Pacific Coast Producers	073934158611
[ALT1] LA FOODS	2800	Cases	\$61.21	\$171,388.00	Choice Pack Yellow Cling Peach Halves & Slices in Pear Juice from Concentrate	Pacific Coast Producers	073934158659



9 CANNED SLICED PEACHES										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] SCHREIBER FOODS INTERNATIONAL	60	5	5	5	5	5	5	10	100	
Churchfield trading Company	55	5	5	5	5	5	5	10	95	
[ALT1] Master's Distribution	50	5	5	5	5	5	5	10	90	
[ALT1] Braum Beef Company	45	5	5	5	5	5	5	10	85	
[ALT1] Sysco West Texas	40	5	5	5	5	5	5	10	80	
[ALT2] Master's Distribution	35	5	5	5	5	5	5	10	75	
[ALT3] Master's Distribution	30	5	5	5	5	5	5	10	70	
[ALT2] LA FOODS	25	5	5	5	5	5	5	10	65	
[ALT1] LA FOODS	20	5	5	5	5	5	5	10	60	

10 LASAGNA NOODLE										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #			
Sysco West Texas	600	Cases	\$16.30	\$9,780.00	37702721 / 10 LBDAKOTAPASTA LASAGNA 51% WHL WHEATDOT FOODS INC6738703410LIMITED SUPPLY FROM SUPPLIER - LEAD TIME COULD VARY	Dakota Growers	6738703410			
Master's Distribution	600	Cases	\$18.14	\$10,884.00	Minimum Requirement: as needed (THI 9x8 72cs)- *10-12 PLTs total combined per delivery* Shelf Life: 720 days	Dakota Growers	6738703410			
Braum Beef Company	600	Cases	\$18.34	\$11,004.00		Dakota Growers	6738703410			

10 LASAGNA NOODLE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	10	100	ALTERNATIVE ITEM
Master's Distribution	55	5	5	5	5	5	5	10	95	DUE TO MINIMUM ORDER WE ARE NOT ABLE TO FULFILL REQUIREMENTS OF TRUCKLOAD
Braum Beef Company	50	5	5	5	5	5	5	10	90	AWARDED BASED ON COMBINED MANUFACTURE PRODUCT-DAKOTA GROWERS REQUIREMENTS OF 10,000LBS

11 WHOLE GRAIN SPAGHETTI NOODLE										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #			
Braum Beef Company	350	Cases	\$18.34	\$6,419.00		Dakota Growers	673891322			
Sysco West Texas	350	Cases	\$20.43	\$7,150.50	01077442 / 10 LBDAKOTAPASTA SPAGHETTI WHL GRANDOT FOODS INC67387913232 CASE MINIMUM/ 14+ 21 DAY LEAD TIME	Dakota Growers	673891322			
Master's Distribution	350	Cases	\$24.55	\$8,592.50	Minimum Requirement: as needed (THI 9x8 72cs)- *10-12 PLTs total combined per delivery* Shelf Life: 720 days	Dakota Growers	673891322			

11 WHOLE GRAIN SPAGHETTI NOODLE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braum Beef Company	60	5	5	5	5	5	5	10	100	AWARDED BASED ON COMBINED MANUFACTURE PRODUCT-DAKOTA GROWERS REQUIREMENTS OF 10,000LBS
Sysco West Texas	55	5	5	5	5	5	5	10	95	
Master's Distribution	50	5	5	5	5	5	5	10	90	



12 FLAVORED TORTILLA CHIP									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #		
Sysco West Texas	3000	Case	\$30.26	\$90,780.00	438376872 / 1 OZ DORITOS CHIP TORTILLA FLAMAS REFERTO LAY 2840062829730 CASE MINIMUM / 14 - 21 DAY LEAD TIME	PEPSICO	62829		
Master's Distribution	3000	Case	\$30.88	\$92,640.00	Minimum Requirement: as needed (THI 6x5 36cs) - *10-12 PLTs total combined delivery* shelf life: 84 days Additional flavors: 36096 Cool Ranch, 40093 Spicy Sweet Chili, 31748 Nacho Cheese, 67609 Wild White Nacho	PEPSICO	62829		

12 FLAVORED TORTILLA CHIP										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	

13 SHELF STABLE JUICE									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #		
Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	10000	Cases			15 x 10 = 150 cases 3150 cases / 21 pallets	CEBEV-JUICE BOWL	00470C2		
Apple & Eve	10000	Cases			Gold Rush meets 1/2 cup Red Orange vegetable equivalent. Case Pack: 40-4.23oz Minimum Delivery: Truckload 3220 cases (140 cases per pallet)	CEBEV-JUICE BOWL	00470C2		
[ALT1] Sysco West Texas	10000	Cases	\$8.41	\$84,100.00	477455240 / 4.23 OZ JCY ICE JUICE VEG MEDLEY HARVEST HILL BEVERAGE COMPANY 000663240 MINIMUM / 24 CASE PALLET LEAD TIME = 14 - 21 DAYS	HARVEST HILL	00066		
[ALT1] Clearbrook Farms Inc	10000	Cases	\$9.00	\$90,000.00	Sun Cup 4.23oz Vegetable Juice, 1/2 cup vegetable contribution, 4.23oz Sun Splash 100% vegetable Juice (red orange) 4.23oz Paradise Punch 100% vegetable Juice, 2.3oz Mango Splash 100% vegetable Juice 140 cases per pallet Shelf Life minimum 9 months	Gregory Packaging	402700, 402800, 402900		
Clearbrook Farms Inc	10000	Cases	\$9.00	\$90,000.00		CEBEV-JUICE BOWL	00470C2		
[ALT1] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	10000	Cases	\$9.56	\$95,600.00	44-4.23 oz Vblend Ruby Rusher Credits as a 1/2 cup vegetable.	Country Pure - Vblends	62027		
[ALT1] Apple & Eve	10000	Cases	\$9.60	\$96,000.00	Apple & Eve Fruitables Plus, Gold Rush - 100% Vegetable Juice.	Apple & Eve	24025TPF		
[ALT2] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	10000	Cases	\$10.42	\$104,200.00	44-4.23 oz Vblend Sunset Sip Credits as a 1/2 cup vegetable.	Country Pure - Vblend	62014		
LA FOODS	10000	Cases	\$11.59	\$115,900.00	Minimum order is 22 pallets combined of Juice Bowl items, each item in full pallet quantity.	CEBEV-JUICE BOWL	00470C2		
[ALT2] Master's Distribution	10000	Cases	\$12.75	\$127,500.00	SHELF STABLE JUICE Minimum Requirements: 2 PLTs (must be ordered in layers) THI 15x10 150cs - *10-12 PLTs total combined delivery* Shelf life: 12 months Additional flavors: 62002 Grape, 62004 Cran blend, 62007 OJ/Tang, 62008 Tropical Punch	Country Pure Aseptic Apple Juice 44-4.23 oz	62001		
[ALT1] Master's Distribution	10000	Cases	\$16.28	\$162,800.00	SHELF STABLE JUICE Minimum Requirement: 1 PLT (this item only) OR 2000# KDP items combined, THI 15x10 150cs, 13,761 lbs/cs - *10-12 PLTs total combined per delivery* shelf life: 420 days Additional flavors: 10002384 Fruit Punch	KDP Mott's Apple Juice Box 44-4.23 oz	10002383		
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	10000	Cases	\$18.25	\$182,500.00	Shelf Stable 100% Apple Juice Cups, 96-4oz cups per case.	Peterson Farms Fresh, LLC.	PB0001		
[ALT4] Peterson Farms (Peterson Farms Fresh, LLC)	10000	Cases	\$19.50	\$195,000.00	Shelf Stable Fruit Punch Juice Cups, 96-4oz cups per case.	Peterson Farms Fresh, LLC.	PB0007		
[ALT3] Peterson Farms (Peterson Farms Fresh, LLC)	10000	Cases	\$19.60	\$196,000.00	Shelf Stable Farmland Treats Juice Cups, 96-4oz cups per case.	Peterson Farms Fresh, LLC.	PB0011		
[ALT3] Peterson Farms (Peterson Farms Fresh, LLC)	10000	Cases	\$20.75	\$207,500.00	Shelf Stable Juice Cups, 96-4oz cups per case. Variety of flavors.	Peterson Farms Fresh, LLC.	PB0003 Berry Blend, PB0012 Blueberry Apple, PB0004 Sunrise Blend, PB0005 Apple Cranberry, PB0006 Apple Cherry, PB0010 Harvest Treats		
[ALT1] Tropical Paradise Inc. dba Cool Tropics	10000	Cases	\$22.75	\$227,500.00	Cool Tropics 100% Vegetable Juice Slush 7 pallets (560 cases) minimum @ \$23.95/cs 28 pallets (2,240 cases) minimum @ \$22.75/cs 60 servings per case Please see uploaded price list for more products details	Cool Tropics	Tropical Trio 16001, Berry Berry Blue 16002 and Razz-A-Dazzle 16003		
[ALT2] Peterson Farms (Peterson Farms Fresh, LLC)	10000	Cases	\$31.00	\$310,000.00	Shelf Stable 100% Orange Juice Cups, 96-4oz cups per case.	Peterson Farms Fresh, LLC.	PB0013		
[ALT2] Tropical Paradise Inc. dba Cool Tropics	10000	Cases	\$34.50	\$345,000.00	Cool Tropics 100% Vegetable Juice in a pouch 7 pallets (350 cases) minimum @ \$36.00/cs 28 pallets (1,400 cases) minimum @ \$34.50/cs 96 servings per case Please see uploaded price list for more products details	Cool Tropics	Berry Citrus Squeeze 19001 and Triple Berry Blast 19002		



13	SHELF STABLE JUICE									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Sysco West Texas									0	NO SAMPLE
[ALT1] Clearbrook Farms Inc	60	5	5	5	5	5	5	10	100	TASTES TEST FAILED
Clearbrook Farms Inc	55	5	5	5	5	5	5	10	95	TASTES TEST FAILED
[ALT1] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	50	5	5	5	5	5	5	10	90	TASTES TEST FAILED
[ALT1] Apple & Eve	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT2] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40	5	5	5	5	5	5	10	80	TASTES TEST FAILED
LA FOODS	35	5	5	5	5	5	5	10	75	PREFERRED ITEM; TASTE APPROVED
[ALT2] Master's Distribution	30	5	5	5	5	5	5	10	70	TASTES TEST FAILED
[ALT1] Master's Distribution									0	NO SAMPLE
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	20	5	5	5	5	5	5	10	60	
[ALT4] Peterson Farms (Peterson Farms Fresh, LLC)	20	5	5	5	5	5	5	10	60	
[ALT5] Peterson Farms (Peterson Farms Fresh, LLC)	20	5	5	5	5	5	5	10	60	
[ALT3] Peterson Farms (Peterson Farms Fresh, LLC)	20	5	5	5	5	5	5	10	60	
[ALT1] Tropical Paradise Inc. dba Cool Tropics	10	5	5	5	5	5	5	10	50	
[ALT2] Peterson Farms (Peterson Farms Fresh, LLC)	10	5	5	5	5	5	5	10	50	
[ALT2] Tropical Paradise Inc. dba Cool Tropics	10	5	5	5	5	5	5	10	50	



14	APPLESAUCE (UNSWEETENED)						
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Cherry Central Cooperative, Inc.	1800	Cases	\$23.04	\$41,472.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Original Flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9116
[ALT8] Cherry Central Cooperative, Inc.	1800	Cases	\$24.13	\$43,434.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Strawberry Banana flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9702
[ALT6] Cherry Central Cooperative, Inc.	1800	Cases	\$24.13	\$43,434.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Blue Raspberry flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9700
[ALT5] Cherry Central Cooperative, Inc.	1800	Cases	\$24.13	\$43,434.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Mango flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9699
[ALT4] Cherry Central Cooperative, Inc.	1800	Cases	\$24.13	\$43,434.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Cinnamon flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9119
[ALT3] Cherry Central Cooperative, Inc.	1800	Cases	\$24.13	\$43,434.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Strawberry flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9118
[ALT7] Cherry Central Cooperative, Inc.	1800	Cases	\$24.13	\$43,434.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Birthday Cake flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9701
[ALT2] Cherry Central Cooperative, Inc.	1800	Cases	\$25.31	\$45,558.00	Indian Summer 96/4.5oz Unsweetened Applesauce Cups, Mixed Berry flavor. 18-month shelf life. 12 pallet minimum-may mix/match flavors to meet minimum quantities. Pricing not eligible for commodity processing.	Cherry Central	9117
National Food Group	1800	Cases	\$26.00	\$46,800.00	Price is valid for all flavors including but not limited to A3610 Pink Lemonade, A1490 Strawberry, A3810 Mango Peach, A1525 Cherry, A3500 Original, A1410 Cinnamon, A3700 Straw/Banana, A3600 Banana, A3540UN Blue Rasp, A3510 Watermelon, A3800 Birthday Cake, A1555 Peach.	Zee Zee (National Food Group)	A1490, A3810
[ALT2] Master's Distribution	1800	Cases	\$27.15	\$48,870.00	APPLESAUCE (UNSWEETENED) Minimum Requirement: 1 PLT plus 2 cases (82 cases-this item only) OR 2000# KDP items combined, TIB 10x8 80cs, 24.604 lbs/cs - *10-12 PLTs total combined per delivery*	KDP Mot's Applesauce Unsweet Strawberry 72/4.5 oz	10065614
[ALT1] Master's Distribution	1800	Cases	\$27.85	\$50,130.00	APPLESAUCE (UNSWEETENED) Minimum Requirement: 1 PLT plus 11 cases (101 cases-this item only) OR 2000# KDP items combined, TIB 10x8 90cs, 19.8 lbs/cs - *10-12 PLTs total combined per delivery* Shelf Life: 480 days. Additional flavors: 10002286 Strawberry unsweet	KDP Mot's Applesauce Original Unsweet 72/3.9 oz	10002263
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	1800	Cases	\$27.95	\$50,310.00	Shelf Stable Applesauce Cups, Unsweetened, Variety of flavors. 96/4.5oz cuns per case. Peel-too lids.	Peterson Farms Fresh, LLC.	ASA10001- ASA10046



14	APPLESAUCE (UNSWEETENED)									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Cherry Central Cooperative, Inc.	60	5	5	5	5	5	5	10	100	TASTES TEST FAILED
[ALT8] Cherry Central Cooperative, Inc.	55	5	5	5	5	5	5	10	95	TASTES TEST FAILED
[ALT6] Cherry Central Cooperative, Inc.	50	5	5	5	5	5	5	10	90	TASTES TEST FAILED
[ALT5] Cherry Central Cooperative, Inc.	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT4] Cherry Central Cooperative, Inc.	40	5	5	5	5	5	5	10	80	TASTES TEST FAILED
[ALT3] Cherry Central Cooperative, Inc.	35	5	5	5	5	5	5	10	75	TASTES TEST FAILED
[ALT7] Cherry Central Cooperative, Inc.	30	5	5	5	5	5	5	10	70	TASTES TEST FAILED
[ALT2] Cherry Central Cooperative, Inc.	25	5	5	5	5	5	5	10	65	TASTES TEST FAILED
National Food Group	20	5	5	5	5	5	5	10	60	PREFERRED ITEM; TASTE APPROVED
[ALT2] Master's Distribution		5	5	5	5	5	5	10	40	NO SAMPLE
[ALT1] Master's Distribution		5	5	5	5	5	5	10	40	NO SAMPLE
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	10	5	5	5	5	5	5	10	50	TASTES TEST FAILED

15 CANNED PINEAPPLE TIDBITS

Supplier	QTY	UOM	Unit Price	Extended	Supplier Note / Alternate Description	Manufacturer	Manufacturer #
Churchfield trading Company	2800	Cases			min 952- can combine canned products bid	PORT ROYAL PREMIUM	19211-57715
[ALT1] Churchfield trading Company	2800	Cases	\$32.38	\$90,664.00	Minimum Grade A or B; extra light or own juice;	OUR HOUSE	0EPT610
[ALT1] Braum Beef Company	2800	Cases	\$38.14	\$106,792.00	Pineapple Tidbits 6#10 - Minimum order is 952 cases, Assorted NEMCO Items	NEMCO	767301401683
[ALT1] Master's Distribution	2800	Cases	\$38.25	\$107,100.00	CANNED PINEAPPLE TIDBITS Minimum Requirement: 17 PLTs, 952 cases Nemco Combined; THH 7x8 56cs Shelf Life: 3 years	Nemco Pineapple Tidbits in Juice 6#10	767301401683
[ALT1] SCHREIBER FOODS INTERNATIONAL	2800	Cases	\$42.75	\$119,700.00	Ambrosia Brand Pineapple Tidbits in Juice	Schreiber Foods International	19463
[ALT2] Master's Distribution	2800	Cases	\$51.05	\$142,940.00	CANNED PINEAPPLE TIDBITS Minimum Requirement: 16 PLTs (this item only) OR 4000# Del Monte items combined, 46lbs/cs; THH 8x7 56cs Shelf life: 33 months	Del Monte Pineapple Tidbits 6#10	2001692
[ALT1] Sysco West Texas	2800	Cases	\$51.36	\$143,808.00	41064986 #10DOLEPINEAPPLE TIDBIT ICE PICYDOLE PACKAGED FOODS55348 CASE MINIMUM / 16 - 26 DAY LEAD TIME	DOLE	553
[ALT3] Master's Distribution	2800	Cases	\$53.35	\$149,380.00	CANNED PINEAPPLE TIDBITS Minimum Requirement: 3 PLTs (this item only) OR 7500# Del Monte items combined, 46lbs/cs; THH 8x7 56cs Shelf life: 33 months	Del Monte Pineapple Tidbits 6#10	2001692
[ALT1] LA FOODS	2800	Cases	\$56.55	\$158,340.00	Pineapple Tidbits in Pineapple Juice	Pacific Coast Producers	073934155795



15	CANNED PINEAPPLE TIDBITS									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Churchfield trading Company	60	5	5	5	5	5	5	10	100	TASTES TEST FAILED
[ALT1] Braun Beef Company	55	5	5	5	5	5	5	10	95	TASTES TEST FAILED
[ALT1] Master's Distribution	50	5	5	5	5	5	5	10	90	TASTES TEST FAILED
[ALT1] SCHREIBER FOODS INTERNATIONAL	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT2] Master's Distribution									0	NO SAMPLE
[ALT1] Sysco West Texas	40	5	5	5	5	5	5	10	80	PREFERRED ITEM, TASTE APPROVED
[ALT3] Master's Distribution	35	5	5	5	5	5	5	10	75	TASTES TEST FAILED
[ALT1] LA FOODS	30	5	5	5	5	5	5	10	70	TASTES TEST FAILED

16	SPAGHETTI SAUCE MX-NO AWARD									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer				Manufacturer #
Master's Distribution	300	Cases	\$31.57	\$9,471.00	Item # is different than spec'd: 901533004 6/15 oz/Minimum Requirement: as needed, THH 30x5 150cs - *10-12 PLTs total combined per delivery* Shelf Life: 540 days	LAWRY				900276804
[ALT1] Sysco West Texas	600	Cases	\$29.70	\$17,820.00	50134286 / 15 OZ/LAWRY'S SAUCE MIX SPAGHETTI SPATIN/MCCORMICK901533004/ 14 - 21 DAY LEAD TIME	MCCORMICK				901533004

17	PURE VEGETABLE OIL									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer				Manufacturer #
Sysco West Texas	600	Gallons	\$10.00	\$6,000.00	41190616 / 1 GAL/SYS CLSOIL VEGETABLE PUREBAUGHSUPPLY CHAIN/ COOP999904-COM#60 CASE / \$10.00 EA / 18 CASE MINIMUM / 25 - 30 DAY LEAD TIME					

17	PURE VEGETABLE OIL									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	10	100	

18	DISTILLED WHITE VINEGAR									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer				Manufacturer #
Sysco West Texas	200	Case	\$3.83	\$765.00	30390476 / 1 GAL/GDNCLUBVINEGAR WHITE CLEMENTS60-82561NON SPLITTALBE ITEMS \$22.98 CS / \$3.83 EA / 32 CASE MINIMUM / LEAD 25 - 30 DAY LEAD TIME	CLEMENTS FOOD CO				82561
Master's Distribution	200	Case	\$11.78	\$2,356.00	Minimum requirement: 6 PLTs (this item only) OR 10000# Clements items combined, 37 lbs/cs, THH 12x4 48cs/Shelf life: 24 months	CLEMENTS FOOD CO				82561
[ALT1] Master's Distribution	200	Case	\$21.94	\$4,388.00	DISTILLED WHITE VINEGAR/Minimum Requirements: as needed, THH 7x4 28cs *10-12 PLTs total combined per delivery*	Kraft/Heinz White Vinegar 6/1 gal				13000007549

18	DISTILLED WHITE VINEGAR									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	55	5	5	5	5	5	5	10	95	
Master's Distribution	60	5	5	5	5	5	5	10	100	
[ALT1] Master's Distribution	50	5	5	5	5	5	5	10	90	

19	LIME JUICE									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer				Manufacturer #
Sysco West Texas	400	Gallons	\$12.23	\$4,892.00	01388344 / 1 GAL/REAL LIME JUICE LIME10090963548 92 CS / \$12.23 EA / 6 CASE MINIMUM / 14 - 21 DAY LEAD TIME	REAL LIME				2018
Master's Distribution	400	Gallons	\$11.65	\$4,664.00	Item # 10090963 4/1 gal/Minimum Requirements: 1 PLT (this item only) OR 2000# KDP items combined, THH 12x4 55cs, 36,792 lbs/cs - *10-12 PLTs total combined per delivery*	REAL LIME				2018



19 LIME JUICE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	55	5	5	5	5	5	5	10	95	
Master's Distribution	60	5	5	5	5	5	5	10	100	

20 BOTTLED WATER										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #			
Essence Bottling Company	3186	Case	\$5.50	\$17,523.00	custom labeled bottled water in quartrines of 1596 cases at a time (1 truckload)					
[ALT1] Master's Distribution	3186	Case	\$9.65	\$30,744.90	BOTTLED WATER- mock up image uploaded with nutritional's is based on Ector logo and is customizable to your needs if awarded/Minimum Requirement: FULL truckload direct to Ector/Shelf Life: 2 years	Custom Bottled Water	N/A code is created once customer			
Master's Distribution	3186	Case	\$11.15	\$35,523.90	Custom Water- code is created once customer is verified 24/16.9 oz (mock up image uploaded with nutritional's is just based on Ector logo and is customizable to your needs if awarded/Minimum Requirement: full truckload order, but deliver as needed; 10-12 PLTs total combined per delivery*/Shelf Life: 2 years					

20 BOTTLED WATER										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Essence Bottling Company	60	5	5	5	5	5	5	10	100	
[ALT1] Master's Distribution	55	5	5	5	5	5	5	10	95	
Master's Distribution	50	5	5	5	5	5	5	10	90	

21 SORBET										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #			
Braum Beef Company	1500	Cases	\$52.16	\$78,240.00	Minimum is 126 assorted cases 12710 - Super Strawberry Sorbet @ \$56.55/case	BG SPOON	12710;12709			
Sysco West Texas	1500	Cases	\$55.00	\$82,500.00	7237259100 / 4 OZBIG SPNSORBET MANGO SUPERIE710126 CASE MINIMUM / LEAD TIME = 21 - 30 DAYS	BG SPOON	12710;12709			

21 SORBET										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braum Beef Company	60	5	5	5	5	5	5	10	100	
Sysco West Texas	55	5	5	5	5	5	5	10	95	

22 CRAISIN										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #			
Master's Distribution	2500	Cases	\$47.50	\$118,750.00	Minimum requirements: 6 PLTs plus 6cs, 306 cases; T/H 10x5 50cs *10-12 PLTs total combined per delivery* Shelf Life: 270 days.Additional flavors: 22044 Watermelon, 20621 Raspberry Lemonade, 22545 Orange, 23444 Cherry, 23445 Strawberry	OCEAN SPRAY	23445, 22044			
Braum Beef Company	2500	Cases	\$48.45	\$121,125.00	Minimum Order = 734 cases assorted 2295203 200 / 1.160ZOCNSPRYCRANBERRY DRIED STWBRY CRAISINDOT FOODS INC234457024298200 / 1.160ZOCNSPRYCRANBERRY DRIED CRAISIN WTRMLNDOT FOODS INC2204430 CASE MINIMUM / LEAD TIME = 14 - 21 DAY	OCEAN SPRAY	23445, 22044			
Sysco West Texas	2500	Cases	\$51.61	\$129,025.00		OCEAN SPRAY	23445, 22044			
Churchfield tradinz Comany	2500	Cases	\$59.16	\$147,900.00	min 350 cs	OCEAN SPRAY	23445, 22044			



22		CRAISIN									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information	
Master's Distribution	60	5	5	5	5	5	5	10	100		
Braun Beef Company	55	5	5	5	5	5	5	10	95		
Sysco West Texas	50	5	5	5	5	5	5	10	90		
Churchfield trading Company	45	5	5	5	5	5	5	10	85		

23   VEGETABLE FRIED RICE										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #			
Asian Food Solutions (Chinese Food Solutions, Inc.)	3500	Cases			Pricing is not valid through Dot Foods, a redistributor. 4 Pallet Minimum Delivery per Drop, with a minimum of 1 pallet for pickup for all products except sauces. Mixed pallets are acceptable. AFS SAUCES: Minimum delivery per drop is 2 pallets with a minimum of 1 pallet for pickup. No mixing of sauces within a pallet; only one flavor per pallet is allowed. Orders for AFS Sauces must be on their own purchase order (PO).	YANG'S	8-52724-15582-1			
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	1296	Cases	\$79.20	\$102,643.20	International Food Solutions, Inc. (Asian Food Solutions) Vegetable Fried Rice WG (78001) - 224/2.86oz servings per case - 8.5lbs bags per case	International Food Solutions, Inc.	78001			
[ALT1] Master's Distribution	3500	Cases	\$63.00	\$220,500.00	VEGETABLE FRIED RICE Minimum Requirements: 3 PLTs, 192 cs, THH 8x8 64cs Shelf Life 2 years	Chef's Corner Vegetable Brown Fried Rice 6/5 lbs	OFC-2149			
Sysco West Texas	3500	Cases	\$79.09	\$276,815.00	71336961 / 28 LB YANG'S RICE FRIED VEGETABLE YANG'S 5TH TASTE 852724155821448 CASE MINIMUM / LEAD TIME = 28 DAYS	YANG'S	8-52724-15582-1			

23		VEGETABLE FRIED RICE									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information	
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	60	5	5	5	5	5	5	10	100	TASTES TEST FAILED	
[ALT1] Master's Distribution										NO SAMPLE	
Sysco West Texas	55	5	5	5	5	5	5	10	95	PREFERRED ITEM; TASTE APPROVED	

24   MEXICAN SPICY FLAVORED PACKETS										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #			
Master's Distribution	400	Cases	\$52.80	\$21,120.00	Minimum Requirement: 1 PLT; THH 20x8 160 cases Shelf Life: 18 months	TAJIN	28805			
Sysco West Texas	400	Cases	\$59.95	\$23,980.00	70117421000 / 1 GRAM TAJIN SEASONING LOW SOD	TAJIN PC2880510 CASE MINIMUM / LEAD TIME = 14 - 21 DAYS	28805			
Churchfield trading Company	400	Cases	\$70.48	\$28,192.00	min 400cs	TAJIN	28805			

24		MEXICAN SPICY FLAVORED PACKETS									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information	
Master's Distribution	60	5	5	5	5	5	5	10	100		
Sysco West Texas	55	5	5	5	5	5	5	10	95		
Churchfield trading Company	50	5	5	5	5	5	5	10	90		



25 6" FLOUR TORTILLA							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Tyson Prepared Foods, Inc.	800	Cases	\$25.13	\$20,104.00	Mexican Original 6 inch Shelf Stable Pressed Flour Tortillas	Tyson	10128850621
Churchfield trading CCompany	800	Cases	\$26.86	\$21,488.00	min 280 cs	RUDY'S	3006RUD
Sysco West Texas	800	Cases	\$27.94	\$22,352.00	816170312 / 24 CTRUDYSTORTILLA FLOUR 6 PRESSTEASDALE FOODS INC300635 CASE MINIMUM / LEAD TIME = 21 - 28 DAYS	RUDY'S	3006RUD
Master's Distribution	800	Cases	\$28.02	\$22,416.00	Minimum Requirement: 70 cases, 1 PLT; TH# 7x10 *10-12 PLTs total combined per delivery* Shelf Life: 180 days	RUDY'S	3006RUD
[ALT1] Braum Beef Company	800	Cases	\$37.32	\$29,856.00	6" Ultra-grain Tortillas - low sodium ; 30-12 ct. Minimum Order is 420 cases	Azneca	06109
[ALT1] Master's Distribution	800	Cases	\$41.96	\$33,568.00	6" FLOUR TORTILLAMinimum Requirement: 49 cases, 1 PLT; TH# 7x7 *10-12 PLTs total combined per delivery* Shelf Life: 75 days	Mission Foods Tortilla Smart Hearty Grain 6in 24/12 ct	47086

25 6" FLOUR TORTILLA										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Tyson Prepared Foods, Inc.										NO SAMPLE
Churchfield trading CCompany	60	5	5	5	5	5	5	10	100	
Sysco West Texas	55	5	5	5	5	5	5	10	95	
Master's Distribution	50	5	5	5	5	5	5	10	90	
[ALT1] Braum Beef Company	45	5	5	5	5	5	5	10	85	
[ALT1] Master's Distribution									0	NO SAMPLE

26 TERIYAKI SAUCE-NO AWARD							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Asian Food Solutions (Chinese Food Solutions, Inc.)	200	Cases			Pricing is not valid through Dot Foods, a redistributor. AFS SAUCES. Minimum delivery per drop is 2 pallets with a minimum of 1 pallet for pickup. No mixing of sauces within a pallet; only one flavor per pallet is allowed. Orders for AFS Sauces must be on their own purchase order (PO).	NIPPON SHOKKEN	10858114004028
[ALT1] Master's Distribution	200	Cases	\$44.84	\$8,968.00	TERIYAKI SAUCEMinimum Requirement: as needed, TH# *10-12 PLTs total combined per delivery* Shelf Life: 548 days	Kikkoman Less Sodium Teriyaki Sauce 6/0.5 gal	01046
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	170	Cases	\$66.30	\$11,271.00	International Food Solutions, Inc. (Asian Food Solutions) Teriyaki Sauce - Gluten Free (97001) - 550/1oz Servings per Case - 16/2.15lbs Pouch per Case	International Food Solutions, Inc.	97001



27 SHELF STABLE FRUIT JUICE							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Apple & Eve	40000	Cases			Case Pack: 40.4.23oz: 86000TPFA-Apple, 86001TPFA-Fruit Punch, 86003TPFA-Orange Tangerine, 86008TPFA-Strawberry Kiwi Minimum Delivery: Truckload 3220 cases (1 Flavor per pallet, 140 cases per pallet)	CEBEV-JUICE BOWL	90042, 90039, 90037, 90034C2
Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases			TL = 15 x 10 = 150 cases 3150 cases / 21 pallets	CEBEV-JUICE BOWL	90042, 90039, 90037, 90034C2
[ALT1] Apple & Eve	40000	Cases	\$7.60	\$304,000.00	Apple & Eve 100% Juice. Case Pack: 40.4.23oz	Apple & Eve	86000TPFA, 86001TPFA, 86003TPFA, 86008TPFA
[ALT1] Sysco West Texas	40000	Cases	\$8.00	\$320,000.00	4818047 + 40.4.23OZ JCY JCE JUICE APPLE RTD 00054888062 + 40.4.23OZ JCY JCE JUICE ORANGE TANGERINE SING SV 00054818080 + 40.4.23OZ JCY JCE JUICE GRAPE RTD 000574818112 + 40.4.23OZ JCY JCE JUICE PUNCH RTD 000594889042 + 40.4.23OZ JCY JCE JUICE BERRY SINGLE SERVE 00056 3240 MNDMUM / 24 CASE PALLET LEAD TIME = 14 - 21 DAYS	JUCY JUICE	00055, 00056, 00057, 00058, 00059, 00147
[ALT2] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$8.25	\$330,000.00	44.4.23 oz Ardmore Farms Apple Juice. Credits as 1/2 cup fruit	Country Pure- Ardmore Farms	62001
Clearbrook Farms Inc	40000	Cases	\$8.40	\$336,000.00		CEBEV-JUICE BOWL	90042, 90039, 90037, 90034C2
[ALT1] Clearbrook Farms Inc	40000	Cases	\$8.40	\$336,000.00	Sun Cup 4.23oz Fruit Juice, 1/2 cup fruit contribution. Flavors offered: Apple, Fruit Punch, Grape, Cran Raspberry, Orange Tangerine. Shelf Life Minimum 9 months. 140 cases per pallet	Gregory Packaging	400305, 400505, 400805, 402300, 402405
[ALT5] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$8.55	\$342,000.00	44.4.23 oz Ardmore Farms Tropical Punch. Credits as 1/2 cup fruit	Country Pure - Ardmore Farms	62008
[ALT4] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$8.90	\$356,000.00	44.4.23 oz Ardmore Farms O/Tangerine. Credits as 1/2 cup fruit	Country Pure - Ardmore Farms	62007
[ALT8] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$8.95	\$358,000.00	44.4.23 oz Ardmore Farms Vblend Wango Mango. Credit as 1/2 cup of Additional Vegetable	Country Pure - Ardmore Farms Vblend	62010
[ALT9] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$8.97	\$358,800.00	44.4.23 Ardmore Farms Vblend Cherry Star. Credit as 1/2 cup of Additional Vegetable	Country Pure - Ardmore Farms Vblend	62011
[ALT7] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$9.01	\$360,400.00	44.4.23 oz Ardmore Farms Vblend Dragon Punch. Credit as 1/2 cup Additional Vegetable	Country Pure - Ardmore Farms Vblend	62009
[ALT6] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$9.01	\$360,400.00	44.4.23 oz Ardmore Farms Strawberry-Kiwi. Credit as 1/2 cup fruit	Country Pure - Ardmore Farms	62026
[ALT3] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$9.01	\$360,400.00	44.4.23 oz Ardmore Farms Grape Blend. Credits as 1/2 cup fruit	Country Pure - Ardmore Farms	62002
LA FOODS	40000	Cases	\$11.55	\$462,000.00	Minimum order is 22 pallets combined of Juice Bowl items, each item in full pallet quantity.	CEBEV-JUICE BOWL	90042, 90039, 90037, 90034C2
[ALT1] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	40000	Cases	\$11.55	\$462,000.00	44.4.23 oz Ardmore Farms Orange Juice. Credits as 1/2 cup fruit	Country Pure - Ardmore Farms	62000
[ALT2] Tropical Paradise Inc. dba Cool Tropics	40000	Cases	\$20.35	\$814,000.00	Cool Tropics 100% Fruit Juice Shub7 pallets (560 cases) minimum @ \$21.55/cs 28 pallets (2,240 cases) minimum @ \$20.35/cs 60 servings per case. Please see uploaded price list for more products details.	Cool Tropics	Kiwi Strawberry 12002-R4, Paradise Punch 12004-R4, Blue Raspberry 13001, Raspberry Passionfruit 13009
[ALT1] Tropical Paradise Inc. dba Cool Tropics	40000	Cases	\$25.50	\$1,020,000.00	Cool Tropics Texas Grown, Farm to School 100% Fruit Juice Shub7 pallets (560 cases) minimum @ \$26.70/cs 28 pallets (2,240 cases) minimum @ \$25.50/cs 60 servings per case. Please see uploaded price list for more products details.	Cool Tropics	Lone Star Luau 18101, Mango Wrangler 18103
[ALT4] Tropical Paradise Inc. dba Cool Tropics	40000	Cases	\$32.55	\$1,302,000.00	Cool Tropics Texas Grown, Farm to School 100% Fruit Juice Cus7 pallets (392 cases) minimum @ \$34.05/cs 28 pallets (1,456 cases) minimum @ \$32.55/cs 96 servings per case. Please see uploaded price list for more products details.	Cool Tropics	Rockin' Rio Red 17004
[ALT3] Tropical Paradise Inc. dba Cool Tropics	40000	Cases	\$41.00	\$1,640,000.00	Cool Tropics 100% Fruit Juice Shub7 pallets (350 cases) minimum @ \$42.50/cs 28 pallets (1,400 cases) minimum @ \$41.00/cs 96 servings per case. Please see uploaded price list for more products details.	Cool Tropics	Cowboy Citrus Cooler 19101



27										
SHELF STABLE FRUIT JUICE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Apple & Eve	60	5	5	5	5	5	5	10	100	TASTES TEST FAILED
[ALT1] Sysco West Texas		5	5	5	5	5	5	10	40	NO SAMPLE
[ALT2] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	55	5	5	5	5	5	5	10	95	TASTES TEST FAILED
Clearbrook Farms Inc		5	5	5	5	5	5	10	40	VERIFIED THAT THIS WAS NOT THE PREFERRED ITEMS BUT THEIR ALTERNATIVE ITEMS
[ALT1] Clearbrook Farms Inc	50	5	5	5	5	5	5	10	90	TASTES TEST FAILED
[ALT5] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT4] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT8] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT9] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT7] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT6] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
[ALT3] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	45	5	5	5	5	5	5	10	85	TASTES TEST FAILED
LA FOODS	35	5	5	5	5	5	5	10	75	PREFERRED ITEM; TASTE APPROVED
[ALT1] Cal-Tex Citrus Juice, LP (dba) Country Pure Foods	30	5	5	5	5	5	5	10	70	TASTES TEST FAILED
[ALT2] Tropical Paradise Inc. dba Cool Tropics	25	5	5	5	5	5	5	10	65	TASTES TEST FAILED
[ALT1] Tropical Paradise Inc. dba Cool Tropics	25	5	5	5	5	5	5	10	65	TASTES TEST FAILED
[ALT4] Tropical Paradise Inc. dba Cool Tropics	25	5	5	5	5	5	5	10	65	TASTES TEST FAILED
[ALT3] Tropical Paradise Inc. dba Cool Tropics	25	5	5	5	5	5	5	10	65	TASTES TEST FAILED

28   DRY PINTO BEANS							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Sysco West Texas	450	Cases	\$19.57	\$8,806.50	40684821 / 20 LBS/SYS CLSBEAN PINTO DRIED MULTI-CLEAN381829522024310 CASE MINIMUM / LEAD TIME = 17 - 27 DAYS		

28										
DRY PINTO BEANS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	10	100	



29 MIXED FRUIT							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Churchfield trading Company	2800	Cases			OUR HOUSE BRAND OHMF610 min 952- can combine canned products bid		
[ALT1] SCHREIBER FOODS INTERNATIONAL	2800	Cases	\$41.85	\$117,180.00	Ambrosia Brand Fruit Cocktail in light syrup	Schreiber Foods International	41.85
[ALT1] Churchfield trading Company	2800	Cases	\$42.84	\$119,952.00	Minimum US Grade A or B; fruit cocktail, extra light syrup or fruit juice	OUR HOUSE	OHMF610
[ALT1] Braum Beef Company	2800	Cases	\$47.42	\$132,776.00	Fruit Cocktail in Pear Juice 6#10 - Minimum order is 952 cases. Assorted NEMCO Items	NEMCO	767301400518
[ALT1] Sysco West Texas	2800	Cases	\$56.47	\$158,116.00	70688406 / 105 ZDELMONTFRUIT MIXED ELS#10DEL MONTE FOODS CORPORATION II200473348 CASE MINIMUM / LEAD TIME = 22 - 30 DAYS	DEL MONTE	2004733
[ALT1] LA FOODS	2800	Cases	\$63.01	\$176,428.00	Mixed fruit in pear juice	Pacific Coast Producers	073934158833

29 MIXED FRUIT										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] SCHREIBER FOODS INTERNATIONAL	60	5	5	5	5	5	5	10	100	
[ALT1] Churchfield trading Company	55	5	5	5	5	5	5	10	95	
[ALT1] Braum Beef Company	50	5	5	5	5	5	5	10	90	
[ALT1] Sysco West Texas	45	5	5	5	5	5	5	10	85	
[ALT1] LA FOODS	40	5	5	5	5	5	5	10	80	

30 CANNED SLICED PEARS							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Churchfield trading Company	2800	Cases			OUR HOUSE BRAND OHSPR610 min 952- can combine canned products bid		
[ALT1] Churchfield trading Company	2800	Cases	\$31.87	\$89,236.00	Minimum US Grade A or B; extra light syrup or fruit juice	OUR HOUSE	
[ALT1] SCHREIBER FOODS INTERNATIONAL	2800	Cases	\$35.75	\$100,100.00	Ambrosia Brand Sliced Pears in light syrup	Schreiber Foods International	
[ALT1] Braum Beef Company	2800	Cases	\$42.23	\$118,244.00	Sliced Pears in natural juice 6#10 - Minimum order is 952 cases, Assorted NEMCO Items	NEMCO	
Master's Distribution	2800	Cases	\$42.25	\$118,300.00	Nemco Sliced Pears in Juice 767301142050 6#10 cansMinimum Requirements: 17 PLTs, 952 cases Nemco Combined; THH 7x8 56cs Shelf Life: 3 years		
[ALT1] Master's Distribution	2800	Cases	\$43.90	\$122,920.00	CANNED SLICED PEARSMinimum Requirements: 16 PLTs (this item only) OR 4000# Del Monte items combined, 44.85 lbs/cs; THH 8x7 56cs Shelf Life: 36 months	Del Monte Sliced Pears ELS 6#10	
[ALT2] Master's Distribution	2800	Cases	\$46.14	\$129,192.00	CANNED SLICED PEARSMinimum Requirements: 3 PLTs (this item only) OR 7500# Del Monte items combined, 44.85 lbs/cs; THH 8x7 56cs Shelf Life: 36 months	Del Monte Sliced Pears ELS 6#10	
[ALT1] Sysco West Texas	2800	Cases	\$48.91	\$136,948.00	7103792ASKING6 / #10DELMONTPEAR SLICED LITEDEL MONTE FOODS CORPORATION II200473648 CASE MINIMUM / LEAD TIME = 22 - 30 DAYS	DEL MONTE	
[ALT2] LA FOODS	2800	Cases	\$62.08	\$173,824.00	Sliced pears in extra light syrup	Pacific Coast Producers	
[ALT1] LA FOODS	2800	Cases	\$62.68	\$175,504.00	Sliced pears in pear juice	Pacific Coast Producers	

30 CANNED SLICED PEARS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Churchfield trading Company	60	5	5	5	5	5	5	10	100	
[ALT1] SCHREIBER FOODS INTERNATIONAL	55	5	5	5	5	5	5	10	95	
[ALT1] Braum Beef Company	50	5	5	5	5	5	5	10	90	
Master's Distribution	45	5	5	5	5	5	5	10	85	
[ALT1] Master's Distribution	40	5	5	5	5	5	5	10	80	
[ALT2] Master's Distribution	35	5	5	5	5	5	5	10	75	
[ALT1] Sysco West Texas	30	5	5	5	5	5	5	10	70	
[ALT2] LA FOODS	25	5	5	5	5	5	5	10	65	
[ALT1] LA FOODS	20	5	5	5	5	5	5	10	60	

31 BABY FORMULA-NO AWARD							
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #



**Dr. Jieun Pando**

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**Renewal of IFB#Bid 23-14SN – Milk and Dairy Delivery Items**

- **Purpose:** The School Nutrition Department is seeking delivery services for milk and other dairy products to campuses for SY 25-26.
- **Background Info:** Milk is a required component for USDA nutrition programs, such as the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Seamless Summer Option Program.
- **Cost:** \$1,252,960. 00 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**  
GH Dairy El Paso

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Board Approval

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Date



**Dr. Jieun Pando**

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(432) 456-9741  
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**IFB#Bid 25-26 SN Paper and Plastic Items**

- **Purpose:** The School Nutrition Department is seeking to receive food service paper and plastic items based on menu items, serving style, and serving efficiency for kitchen staff. The IFB will be for SY 25-26.
- **Background Info:** The School Nutrition Department uses different food items that specifically meet the menu and serving process. Each year, the menu may change due to food availability and taste acceptability, and new paper and plastic items are needed to accommodate the change.
- **Cost:** \$1,052,359.00 Estimated
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
  - Central Poly-Bag Corp.
  - Wallace Packaging, LLC
  - Daxwell
  - Interboro Packaging Corp.
  - Sysco West Texas
  - Empire Paper Company
  - Gateway Printing and Office Supply
  - Pyramid School Products (Pyramid Paper Company)
  - Officewise Furniture & Supply (Sewco, Inc.)

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Board Approval

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Date



2 CAN LINERS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Emoire Paper Comonv	1800	Cases			PITT/IBS/Glopak	PITT INT-3340-H	Lead time: 7-14 days
Gateway Printing and Office Supply	1800	Cases			PITT/IBS/Glopak	PITT INT-3340-H	250cs Minimum
Central Poly-Bag Corp.	1800	Cases	\$15.99	\$28,782.00	PITT/IBS/Glopak	PITT INT-3340-H	CENTRAL POLY #CP3340N12; 112 CS/PLT
Unipak Corp.	1800	Cases	\$16.88	\$30,384.00	PITT/IBS/Glopak	PITT INT-3340-H	UPC *HD40M64 Cases per palletLead Time 1-10 Days ARO
[ALT1] Interboro Packaging Corp.	1800	Cases	\$17.48	\$31,464.00	IBS/PITT/Glopak/Hymopack	INT-3340-Reg-B	As per sample #2B Delivery:10-14 Days ARO Approx 64 Cases/pallet. 'Manufactured in Texas' 500/Case
Interboro Packaging Corp.	1800	Cases	\$25.98	\$46,764.00	PITT/IBS/Glopak	PITT INT-3340-H	PITT INT-3340-H-A As per sample #2A Mfr:PITT/IBS/Glopak Delivery:10-14 Days ARO Approx 64 Cases/pallet. 'Manufactured in Texas' 500/Case
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	1800	Cases	\$29.68	\$53,424.00	REPUBLIC BAG	RBCN334012CR	AS SPECIFIED. 33X40, 12 MICRON, CLEAR, 500/CT. SAMPLES HAVE BEEN SENT. ***MUST ORDER MINIMUM OF 350 CASES AT A TIME***
[ALT1] Gateway Printing and Office Supply	1800	Cases	\$29.78	\$53,604.00	Napco	NR334011NK	Napco 33 Gallon 33x40 11mic 500cs 10/50 Skid count 90
[ALT1] Empire Paper Company	1800	Cases	\$47.39	\$85,302.00	Heritage	Z6640MNR1	AFXZ6640MNR1 LINER 33X40.HR.12MIC.NL.20/25

2 CAN LINERS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Central Poly-Bag Corp.	60	5	5	5	5	5	5	10	100	
Unipak Corp.	55	5	5	5	5	5	5	10	95	
[ALT1] Interboro Packaging Corp.	50	5	5	5	5	5	5	10	90	
Interboro Packaging Corp.	45	5	5	5	5	5	5	10	85	
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	40	5	5	5	5	5	5	10	80	
[ALT1] Gateway Printing and Office Supply	35	5	5	5	5	5	5	10	75	
[ALT1] Empire Paper Company	30	5	5	5	5	5	5	10	70	

3 ALUMINUM FOIL							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases			Daxwell	J1002275	**MINIMUM ORDER IS 37 ROLLS**
Empire Paper Comanv	300	Cases			Daxwell	J1002275	Lead time: 7-14 days1 pallet=234 rolls
Daxwell	300	Cases	\$30.59	\$9,177.00	Daxwell	J1002275	Request 14-day lead-time from receipt of purchase order. 192 cases per pallet
[ALT1] Empire Paper Company	300	Rolls	\$31.43	\$9,429.00	Empress	E185H	RJSE185H FOIL,18"X0500',HEAVY DUTY,RL
Sysco West Texas	300	Cases	\$32.59	\$9,777.00	Daxwell	J1002275	69377671 / 18 INSYS CLSFOIL ALMN ROLL HVY WGT 500 FTACTIVW6932812 CASE MINIMUM / 19 - 29 DAY LEAD TIME
Officewise Furniture & Supply (Sewco,Inc)	300	Cases	\$35.75	\$10,725.00	Daxwell	J1002275	WESTERN PLASITCS #289. OUR ITEM NUMBER IS WPL 286P
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases	\$44.99	\$13,497.00	BOARDWALK	BWK7134	ALUMINUM FOIL **18"X500FT** cutter box; heavyweight .001 gauge



3										
ALUMINUM FOIL										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Daxwell	60	5	5	5	5	5	5	10	100	
[ALT1] Empire Paper Company	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
Officewise Furniture & Supply (Sewco,Inc)	45	5	5	5	5	5	5	10	85	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	40	5	5	5	5	5	5	10	80	

4 PAN LINERS- NO AWARD										
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description			
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	600	Cases			Prime Source	75003991	**MINIMUM ORDER IS 38 CASES**			
Empire Paper Company	600	Cases			Prime Source	75003991	Lead time: 7-14 days1 pallet=52 cases.			
[ALT1] Gateway Printing and Office Supply	600	Cases	\$45.92	\$27,552.00	Nova	N49-1	16-3/8 x 243-8 Quilon Pan liner 1000/cs			
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	600	Cases	\$46.98	\$28,188.00	BOARDWALK	BWKPANLINER	PAN LINERS, 16 1/2" x 24 L/2"; Quantity bases on 1,000 ct.			
Sysco West Texas	600	Cases	\$52.05	\$31,230.00	Prime Source	75003991	67877741 / 1000CSSYS CLSLINER PAN QUILLION TRTD 16X24MCNAIRN1978512 CASE MINIMUM / 19 - 29 DAY LEAD TIME			
Officewise Furniture & Supply (Sewco,Inc)	600	Cases	\$78.02	\$46,812.00	Prime Source	75003991	BAGCRAFT #25Q. OUR ITEM NUMBER IS BCG03001			
[ALT1] Empire Paper Company	600	Cases	\$79.31	\$47,586.00	Dixie	LO10	DIXLO10 PAN LINER.GP LO.16X24".WE.1M			

5 INTERFOLDED WAXED DELI-PAPER										
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description			
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases			Bagcraft	QF8	**MINIMUM ORDER IS 55 CASES**			
Empire Paper Company	300	Cases			Bagcraft	QF8	Lead time: 7-14 days1 pallet=60 cases.			
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	50	Cases	\$54.98	\$2,749.00	HANDY WACKS	HWAEZ8	INTERFOLDED WAXED DELI-PAPER ** 8"x10.75" 12-500/CASE **			
[ALT1] Sysco West Texas	150	Cases	\$27.15	\$4,072.50	MCNAIRN	105571	68542024 / 500BXSYS CLSWRAP DRY WAX DELI 8X10.75MCNAIRN10557112 CASE MINIMUM / 19 - 29 DAY LEAD TIME			
[ALT1] Empire Paper Company	300	Cases	\$90.48	\$27,144.00	Papercon	011008	PPC011008 PAPER.DELI.QF8.8X10.75.12/500			
Officewise Furniture & Supply (Sewco,Inc)	300	Cases	\$111.71	\$33,513.00	Bagcraft	QF8	BAGCRAFT QF8. OUR ITEM NUMBER IS BGC012008			

5 INTERFOLDED WAXED DELI-PAPER										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)										NO SAMPLES
[ALT1] Sysco West Texas										NO SAMPLES
[ALT1] Empire Paper Company										NO SAMPLES
Officewise Furniture & Supply (Sewco,Inc)	60	5	5	5	5	5	5	10	100	PREFERRED ITEM-COMPARED ITEM WITH OTHER SAMPLES



6 PRODUCE BAGS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	400	Cases			Pactiv	PZ1-1217	Lead time: 7-14 days 1 pallet=36 cases
[ALT1] Interboro Packaging Corp.	400	Cases	\$17.72	\$7,088.00	IBS/Pitt/Glopak/Hymopak	INT-1217-H	As per sample #6 Approx 64 Cases/pallet. Delivery: 10-14 days ARO 2,000/Case 'Manufactured in Texas'
[ALT1] Empire Paper Company	400	Cases	\$29.14	\$11,656.00	Elkay	E1119HID	ELKE1119HID BAG,PRODUCE,HI-D,11X19,4/1500

6 PRODUCE BAGS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
[ALT1] Empire Paper Company	55	5	5	5	5	5	5	10	95	

7 PLASTIC SPOONS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	800	Cases			Daxwell	A10001390	Lead time: 7-14 days 1 pallet=108 cases
[ALT1] Hardy Party	800	Cases	\$5.30	\$4,240.00	Kaya Collection	Kaya Collection	6"; polypropylene; white; medium wt.; Quantity based on 1,000ct. 252/pallet
[ALT1] Gateway Printing and Office Supply	800	Cases	\$6.98	\$5,584.00	Empress	E175002	Medium Spoon 1000/cs
Wallace Packaging, LLC	800	Cases	\$7.00	\$5,600.00	Daxwell	A10001390	Wallace Packaging #3542, 1000 ct150 cases per pallet
[ALT1] Empire Paper Company	800	Cases	\$7.25	\$5,800.00	Empress	E175002	RJSE175002 SPOON,MED PP,EMPRESS,WE,1M/C
Sysco West Texas	800	Cases	\$7.49	\$5,992.00	Daxwell	A10001390	84196261000 / CTNUTRBONSPHOON PLAS WHT MED PPWALLACE35422 PALLET MINIMUM / 30 CASES / LEAD TIME = 14 - 21 DAYS

7 PLASTIC SPOONS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Hardy Party	60	5	5	5	5	5	5	10	100	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
[ALT1] Gateway Printing and Office Supply									0	NO SAMPLES
Wallace Packaging, LLC	55	5	5	5	5	5	5	10	95	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
[ALT1] Empire Paper Company	50	5	5	5	5	5	5	10	90	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Sysco West Texas	45	5	5	5	5	5	5	10	85	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Daxwell	40	5	5	5	5	5	5	10	80	PREFERRED ITEM-COMPARED ITEM WITH OTHER SAMPLES

8 PLASTIC FORK, SPOON, NAPKIN KIT							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
[ALT1] Hardy Party	7000	Cases	\$9.00	\$63,000.00	Kaya Collection	656	6"; polypropylene; white; medium wt.; Quantity based on 500ct. 100/pallet
Wallace Packaging, LLC	7000	Cases	\$14.92	\$104,440.00	Daxwell	B10004650	Wallace Packaging #3661, 500 ct100 cases per pallet
Daxwell	7000	Cases	\$14.92	\$104,440.00	Daxwell	B10004650	Request 14-day lead-time from receipt of purchase order. 70 cases per pallet
Sysco West Texas	7000	Cases	\$15.87	\$111,090.00	Daxwell	B10004650	6982456500 / CSWALLPACKIT CUTLERY FRK/SPN/NAPKWALLACE36612 PALLET MINIMUM / 200 CASES / LEAD TIME = 14 - 21 DAYS



8 PLASTIC FORK, SPOON, NAPKIN KIT										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Hardy Party	60	5	5	5	5	5	5	5	10	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Wallace Packaging, LLC	55	5	5	5	5	5	5	5	10	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Daxwell	50	5	5	5	5	5	5	5	10	PREFERRED ITEM-COMPARED ITEM WITH OTHER SAMPLES
Sysco West Texas	45	5	5	5	5	5	5	5	10	SAMPLE VERY FILSY AND NOT STURDY ENOUGH

9 SINGLE SERVING PORTION TRAY (CLEAR)										
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description			
Gateway Printing and Office Supply	3000	Cases			Atrium	21838	Minimum order 300cs			
[ALT1] Form Plastics Company	3000	Cases	\$50.35	\$151,050.00	Form Plastics Company	5010-128500	#5010 DESSERT DISH 1350/CSMINIMUM ORDER QUANTITY - 10 PALLETS (560 CASES)			
Sysco West Texas	3000	Cases	\$58.05	\$174,150.00	Atrium	21838	37492862000 / EAPAR PAKTRAY PLAS DEEPATRIUM21830200 CASE MINIMUM / LEAD TIME = 21 - 28 DAYS			
[ALT1] Gateway Printing and Office Supply	3000	Cases	\$58.70	\$176,100.00	Parpak	21830	21838 HAS BEEN DISCONTINUED BY THE SUPPLIER... 21830 is the replacement. 21830 6 OUNCE OFFER VS SERVE, EXTRADEEP, CLEAR,			

9 SINGLE SERVING PORTION TRAY (CLEAR)										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Form Plastics Company	60	5	5	5	5	5	5	5	10	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Sysco West Texas	55	5	5	5	5	5	5	5	10	PREFERRED ITEM-COMPARED ITEM WITH OTHER SAMPLES
[ALT1] Gateway Printing and Office Supply	50	5	5	5	5	5	5	5	10	

10 SINGLE SERVING PORTION TRAY (BLACK)										
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes			
Sysco West Texas	3000	Cases	\$59.85	\$179,550.00	Atrium	21860	14977792000 / 6 OZPAR PAKCONTAINER PLAS OFFER VS SERVATRIUM21860200 CASE MINIMUM / LEAD TIME = 21 - 28 DAYS			
Gateway Printing and Office Supply	3000	Cases	\$61.86	\$185,580.00	Atrium	21860	Minimum order 300cs			
Emoire Paper Company	3000	Cases	\$81.10	\$243,300.00	Atrium	21860	Lead time: 7-14 days			

10 SINGLE SERVING PORTION TRAY (BLACK)										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	5	10	
Gateway Printing and Office Supply	55	5	5	5	5	5	5	5	10	
Emoire Paper Company	50	5	5	5	5	5	5	5	10	



11	SMALL-BLUE VINYL UTILITY POWDER FREE GLOVES								
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description		
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	50	Cases			DAXWELL	F10001299	**HOSPECO MINIMUM ORDER IS 160 CASES, COMBINED HOSPECO ITEMS**		
Daxwell	50	Cases			DAXWELL	F10001299	Request 14-day lead-time from receipt of purchase order. 120 cases per pallet		
[ALT1] Interboro Packaging Corp.	50	Cases	\$18.80	\$940.00	Med Pide	Med Pide-Sm-VPFG	As per sample #11 Approx 100 Cases/Pallet. Delivery:10-14 Days ARO 1000/Case		
[ALT1] Empire Paper Company	50	Cases	\$21.28	\$1,064.00	Tradex	VSM5201	TDXVSM5201 GLOVE,VINYL,PF,SM,CR,10/100		
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	50	Cases	\$25.20	\$1,260.00	TRONEX	865010	SMALL BLUE VINYL GLOVES, 100/BX, 10BX/CT, APPROVED FOR FOOD HANDLING. SAMPLES HAVE BEEN SENT.***MINIMUM ORDER OF COMBINED SIZES OF GLOVES IS 70 CARTONS AT A TIME***		
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	50	Cases	\$26.90	\$1,345.00	HOSPECO	VPF232	SMALL-VINYL UTILITY POWDER FREE GLOVES**100/BX, 10 BOXES/CASE...ITEM IS NOT BLUE**		
[ALT1] Unipak Corp.	50	Cases	\$29.40	\$1,470.00	UPC	VPF-S	BLUE Disposable UTILITY POWDER FREE GLOVES - Size SMALL-10 Boxes/100 = 1000 Gloves per case		
[ALT1] Daxwell	50	Cases	\$30.51	\$1,525.50	Daxwell Distribution	F10001296	Vinyl Gloves General Purpose Powder Free, Small, Clear, 10*100, 1000 per case		

11	SMALL-BLUE VINYL UTILITY POWDER FREE GLOVES									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
[ALT1] Empire Paper Company	55	5	5	5	5	5	5	10	95	
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	50	5	5	5	5	5	5	10	90	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	45	5	5	5	5	5	5	10	85	
[ALT1] Unipak Corp.	40	5	5	5	5	5	5	10	80	
[ALT1] Daxwell	35	5	5	5	5	5	5	10	75	



12 MEDIUM-BLUE VINYL UTILITY POWDER FREE GLOVE							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases			DAXWELL	F10001289	**HOSPECO MINIMUM ORDER IS 160 CASES, COMBINED HOSPECO ITEMS**
Emoire Paper Company	200	Cases			DAXWELL	F10001289	Lead time: 7-14 days
Daxwell	200	Cases			DAXWELL	F10001289	Request 14-day lead-time from receipt of purchase order. 120 cases per pallet
[ALT1] Interboro Packaging Corp.	200	Cases	\$18.80	\$3,760.00	Med Pride	Med Pride-Med-VPF	As per sample #12 Approx 100 Cases/Pallet. Delivery:10-14 Days ARO 1000/Case
[ALT1] Empire Paper Company	200	Cases	\$21.28	\$4,256.00	Tradex	VMD5201	TDXVMD5201 GLOVE,VINYL,PF,MD,CR,10/100
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	200	Cases	\$25.20	\$5,040.00	TRONEX	865020	MEDIUM BLUE VINYL GLOVES, 100/BX, 10BX/CT, APPROVED FOR FOOD HANDLING. SAMPLES HAVE BEEN SENT.***MINIMUM ORDER OF COMBINED SIZES OF GLOVES IS 70 CARTONS AT A TIME***
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases	\$26.90	\$5,380.00	HOSPECO	VPF235	MEDIUM-VINYL UTILITY POWDER FREE GLOVE **100/BX, 10 BOXES/CASE...ITEM IS NOT BLUE**
[ALT1] Unipak Corp.	200	Cases	\$29.40	\$5,880.00	UPC	NPF-M	BLUE Disposable UTILITY POWDER FREE GLOVES - Size Medium-10 Boxes/100 = 1000 Gloves per case
[ALT1] Daxwell	200	Cases	\$30.51	\$6,102.00	Daxwell Distribution	F10001748	Vinyl Gloves General Purpose Powder Free, Medium, Clear. 10*100. 1000 per case

12 MEDIUM-BLUE VINYL UTILITY POWDER FREE GLOVE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
[ALT1] Emoire Paper Company	55	5	5	5	5	5	5	10	95	
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	50	5	5	5	5	5	5	10	90	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	45	5	5	5	5	5	5	10	85	
[ALT1] Unipak Corp.	40	5	5	5	5	5	5	10	80	
[ALT1] Daxwell	35	5	5	5	5	5	5	10	75	

13 LARGE-BLUE VINYL UTILITY POWDER FREE GLOVE							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases			DAXWELL	F10001279	**HOSPECO MINIMUM ORDER IS 160 CASES, COMBINED HOSPECO ITEMS**
Emoire Paper Company	300	Cases			DAXWELL	F10001279	Lead time: 7-14 days
Daxwell	300	Cases			DAXWELL	F10001279	Request 14-day lead-time from receipt of purchase order. 120 cases per pallet
[ALT1] Interboro Packaging Corp.	300	Cases	\$18.80	\$5,640.00	Med Pride	Med Pride-Lrg-VPF	As per sample #13 Approx 100 Cases/Pallet. Delivery:10-14 Days ARO 1000/Case
[ALT1] Emoire Paper Company	300	Cases	\$21.28	\$6,384.00	Tradex	VLG5201	TDXVLG5201 GLOVE.VINYL.PF.LG.CR.10/100 LARGE BLUE VINYL GLOVES, 100/BX, 10BX/CT, APPROVED FOR FOOD HANDLING. SAMPLES HAVE BEEN SENT.***MINIMUM ORDER OF COMBINED SIZES OF GLOVES IS 70 CARTONS AT A TIME***
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	300	Cases	\$25.20	\$7,560.00	TRONIX	865030	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases	\$26.90	\$8,070.00	HOSPECO	VPF236	LARGE-VINYL UTILITY POWDER FREE GLOVE **100/BX, 10 BOXES/CASE...ITEM IS NOT BLUE**
[ALT1] Unipak Corp.	300	Cases	\$29.40	\$8,820.00	UPC	VPF-L	BLUE Disposable UTILITY POWDER FREE GLOVES - Size Large-10 Boxes/100 = 1000 Gloves per case
[ALT1] Daxwell	300	Cases	\$30.51	\$9,153.00	Daxwell Distribution	F10001750	Vinyl Gloves General Purpose Powder Free, Large, Clear, 10*100, 1000 per case

13 LARGE-BLUE VINYL UTILITY POWDER FREE GLOVE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
[ALT1] Emoire Paper Company	55	5	5	5	5	5	5	10	95	
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	50	5	5	5	5	5	5	10	90	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	45	5	5	5	5	5	5	10	85	
[ALT1] Unipak Corp.	40	5	5	5	5	5	5	10	80	
[ALT1] Daxwell	35	5	5	5	5	5	5	10	75	



14	EXLARGE-BLUE VINYL UTILITY POWDER FREE GLOVE									
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description			
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	50	Cases			DAXWELL	F10001308	**HOSPECO MINIMUM ORDER IS 160 CASES, COMBINED HOSPECO ITEMS**			
Empire Paper Company	50	Cases			DAXWELL	F10001308	Lead time: 7-14 days			
Daxwell	50	Cases			DAXWELL	F10001308	Request 14-day lead-time from receipt of purchase order. 120 cases per pallet			
[ALT1] Interboro Packaging Corp.	50	Cases	\$18.80	\$940.00	Med Prid	Med Pride-XL-VPFC	As per sample #14 Approx 100 Cases/Pallet. Delivery:10-14 Days ARO 1000/Case			
[ALT1] Empire Paper Company	50	Cases	\$21.28	\$1,064.00	Tradex	VXL5201	TDXVXL5201 GLOVE,VINYL,PF,XL,CR,10/100 X-LARGE BLUE VINYL GLOVES, 100/BX, 10BX/CT, APPROVED FOR FOOD HANDLING. SAMPLES HAVE BEEN SENT.***MINIMUM ORDER OF COMBINED SIZES OF GLOVES IS 70 CARTONS AT A TIME***			
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	50	Cases	\$25.20	\$1,260.00	TRONEX	865035	EXLARGE-VINYL UTILITY POWDER FREE GLOVE **100/BX, 10 BOXES/CASE...ITEM IS NOT BLUE**			
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	50	Cases	\$26.90	\$1,345.00	HOSPECO	VPF238	BLUE Disposable UTILITY POWDER FREE GLOVES - Size Extra Large-10 Boxes/100 = 1000 Gloves per case			
[ALT1] Unipak Corp.	50	Cases	\$29.40	\$1,470.00	UPC	VPF-XL	Vinyl Gloves General Purpose Powder Free EX Large, Clear. 10*100. 1000 per case			
[ALT1] Daxwell	50	Cases	\$30.51	\$1,525.50	Daxwell Distribution	F10001749				

14	EXLARGE-BLUE VINYL UTILITY POWDER FREE GLOVE									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
[ALT1] Empire Paper Company	55	5	5	5	5	5	5	10	95	
[ALT1] Officewise Furniture & Supply (Sewco,Inc)	50	5	5	5	5	5	5	10	90	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	45	5	5	5	5	5	5	10	85	
[ALT1] Unipak Corp.	40	5	5	5	5	5	5	10	80	
[ALT1] Daxwell	35	5	5	5	5	5	5	10	75	

15	PLASTIC SOUFFLE CUP									
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description			
Empire Paper Company	200	Cases			DAXWELL	E10002024	Lead time: 7-14 days 1 pallet=51 cases			
[ALT1] Empire Paper Company	200	Cases	\$21.55	\$4,310.00	Karat	FPP200PP	LOLFPP200PP CUP,PLAS,PORTN,2.0OZ,CR,50/50			
[ALT1] Hardy Party	200	Cases	\$23.00	\$4,600.00	Kaya Collection	402	2oz.; Translucent; Squat; Quantity based on 10/250 ct. 36/pallet			
Daxwell	200	Cases	\$24.17	\$4,834.00	DAXWELL	E10002024	Request 14-day lead-time from receipt of purchase order. 66 cases per pallet			

15	PLASTIC SOUFFLE CUP									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Empire Paper Company	60	5	5	5	5	5	5	10	100	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
[ALT1] Hardy Party	55	5	5	5	5	5	5	10	95	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Daxwell	50	5	5	5	5	5	5	10	90	PREFERRED ITEM-COMPARED ITEM WITH OTHER SAMPLES



16 PLASTIC SOUFFLE LID							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	200	Cases			DAXWELL	E10004472	Lead time: 7-14 days 1 pallet=51 cases
[ALT1] Hardy Party	200	Cases	\$17.00	\$3,400.00	Kaya Collection	402-L	2oz.; Clear; Quantity based on 10/250 ct. 36/pallet
[ALT1] Empire Paper Company	200	Cases	\$21.55	\$4,310.00	Karat	FPPL200PET	LOLFPPL200PET LID,PORTN,1-2OZ.PET.CR.2500/CS
Daxwell	200	Cases	\$23.45	\$4,690.00	DAXWELL	E10004472	Request 14-day lead-time from receipt of purchase order. 60 cases per pallet

16 PLASTIC SOUFFLE LID										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Hardy Party	60	5	5	5	5	5	5	10	100	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
[ALT1] Empire Paper Company	55	5	5	5	5	5	5	10	95	SAMPLE VERY FILSY AND NOT STURDY ENOUGH
Daxwell	50	5	5	5	5	5	5	10	90	PREFERRED ITEM-COMPARED ITEM WITH OTHER SAMPLES

17 #200 FOOD TRAYS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	500	Cases			SOP	8702	Lead time: 7-14 days
Wallace Packaging, LLC	500	Cases	\$19.00	\$9,500.00	SQP	8702	SQP #8702, 4/250 ct 78 cases per pallet
[ALT1] Gateway Printing and Office Supply	500	Cases	\$22.90	\$11,450.00	Nova/Pure	EFTNFT200	2lb food tray red plaid PFAS free 1000cs 4/250
[ALT1] Hardy Party	500	Cases	\$27.00	\$13,500.00	Kaya Collection	5412	#200 FOOD TRAYS paper; Quantity based on 4 / 250ct. 78/pallet
[ALT1] Empire Paper Company	500	Cases	\$31.43	\$15,715.00	Empress	EFT200	RJSEFT200 TRAY,PPR,RD CHK,EMP,2LB,1M/CS1 pallet=65 cases.
[ALT1] Sysco West Texas	500	Cases	\$32.58	\$16,290.00	PACTIV	D2TBWREL	19984654 / 250CTS/S RELTRAY FOOD PAPER RED PLAID 2LBPACTIVD2TBWREL16 CASE MINIMUM / 19 - 29 DAY LEAD TIME

17 #200 FOOD TRAYS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Wallace Packaging, LLC	60	5	5	5	5	5	5	10	100	
[ALT1] Gateway Printing and Office Supply	55	5	5	5	5	5	5	10	95	
[ALT1] Hardy Party	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company	45	5	5	5	5	5	5	10	85	
[ALT1] Sysco West Texas	40	5	5	5	5	5	5	10	80	

18 #300 FOOD TRAYS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	400	Cases			SOP	8703	Lead time: 7-14 days 1 pallet=70 cases.
Wallace Packaging, LLC	400	Cases	\$16.85	\$6,740.00	SQP	8703	SQP #8703, 2/250 ct 100 cases per pallet
[ALT1] Gateway Printing and Office Supply	400	Cases	\$19.37	\$7,748.00	Nova/Pure	EFTNFT200	3lb food tray red plaid PFAS free 500cs 2/250
[ALT1] Empire Paper Company	400	Cases	\$23.22	\$9,288.00	Empress	EFT300	RJSEFT300 TRAY,PPR,RD CHK,EMP,3LB,500/CS
[ALT1] Sysco West Texas	800	Cases	\$26.53	\$21,224.00	PACTIV	D3TRWREL	19984772 / 250CTS/S RELTRAY FOOD PAPER RED PLAID 3LB PACTIV D3TBWREL16 CASE MINIMUM / 19 - 29 DAY LEAD TIME
[ALT1] Hardy Party	800	Cases	\$29.00	\$23,200.00	Kaya Collection	5413	#300 FOOD TRAYS paper; Quantity based on 2 / 250ct. 100/pallet



18	#300 FOOD TRAYS								Total	Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8		
Wallace Packaging, LLC	60	5	5	5	5	5	5	10	100	
[ALT1] Gateway Printing and Office Supply	55	5	5	5	5	5	5	10	95	
[ALT1] Empire Paper Company	50	5	5	5	5	5	5	10	90	
[ALT1] Sysco West Texas	45	5	5	5	5	5	5	10	85	
[ALT1] Hardy Party	40	5	5	5	5	5	5	10	80	

19	1 LB. ALUMINUM FOIL PAN-NO AWARD							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes	
Empire Paper Company	150	Cases	\$201.92	\$30,288.00	HFA	2059-30-1000	Lead time: 7-14 days	

20	1 LB. LID-NO AWARD							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes	
Empire Paper Company	150	Cases	\$69.76	\$10,464.00	HFA	2059L1000	Lead time: 7-14 days	

21	5-COMPARTMENT DISPOSABLE TRAYS (FOAM)							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes	
Sysco West Texas	8000	Cases	\$24.74	\$197,920.00	Pactiv	YTH10500SGBX		
Gateway Printing and Office Supply	8000	Cases	\$24.75	\$198,000.00	Pactiv	YTH10500SGBX		
LA FOODS	8000	Cases	\$35.58	\$284,640.00	Pactiv	YTH10500SGBX	Price quoted is for a full truckload, at least 20 pallets of Pactiv items combined; each item in full pallet quantity.	

21	5-COMPARTMENT DISPOSABLE TRAYS (FOAM)								Total	Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8		
Sysco West Texas	60	5	5	5	5	5	5	10	100	
Gateway Printing and Office Supply	55	5	5	5	5	5	5	10	95	
LA FOODS	50	5	5	5	5	5	5	10	90	

22	5-COMPARTMENT DISPOSABLE TRAYS (FOAM)							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes	
Sysco West Texas	8000	Cases	\$24.74	\$197,920.00	PACTIV	YTHB0500SGBX		
Gateway Printing and Office Supply	8000	Cases	\$24.75	\$198,000.00	PACTIV	YTHB0500SGBX		
LA FOODS	8000	Cases	\$35.58	\$284,640.00	PACTIV	YTHB0500SGBX	Price quoted is for a full truckload, at least 20 pallets of Pactiv items combined; each item in full pallet quantity.	
Empire Paper Company	8000	Cases	\$39.19	\$313,520.00	PACTIV	YTHB0500SGBX	Lead time: 7-14 days 1 pallet=12 cases	

22	5-COMPARTMENT DISPOSABLE TRAYS (FOAM)								Total	Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8		
Sysco West Texas	60	5	5	5	5	5	5	10	100	
Gateway Printing and Office Supply	55	5	5	5	5	5	5	10	95	
LA FOODS	50	5	5	5	5	5	5	10	90	
Empire Paper Company	45	5	5	5	5	5	5	10	85	



23	<b>MEDIUM SINGLE COMPARTMENT (MUNCHABLE)-NO AWARD</b>									
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Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes
Sysco West Texas	1000	Cases	\$32.08	\$32,080.00	PACTIV	YCIS-1120-0000	23101022 / 100CTSYS CLSCONTAINER PLAS CLR HNG 8INPACTIVYCIS82S20000018 CASE MINIMUM / 12 - 22 DAY LEAD TIME
LA FOODS	1000	Cases	\$39.20	\$39,200.00	PACTIV	YCIS-1120-0000	Price quoted is for a full truckload, at least 20 pallets of Pactiv items combined; each item in full pallet quantity.

24	<b>ASIAN TAKE-OUT CARTON</b>									
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Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes
Empire Paper Company	120	Cases	\$73.72	\$8,846.40	FoldPak	7333339	Lead time: 7-14 days

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Empire Paper Company	60	5	5	5	5	5	5	10	100	

25	<b>FACIAL TISSUE PAPER</b>									
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Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	250	Cases			KLEENEX	21271	**MINIMUM ORDER IS 112 CASES**
Empire Paper Company	250	Cases			KLEENEX	21271	Lead time: 7-14 days 1 pallet=81 cases.
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	250	Cases	\$16.98	\$4,245.00	BOARDWALK	BWK6500B	FACIAL TISSUE PAPER, 2-PLY, 8"x7.5", 100/BOX **30 BOXES/CASE**
[ALT1] Empire Paper Company	250	Cases	\$26.17	\$6,542.50	Essity	FT100	AFXFT100 TISSUE_FACE_AFFEX BOX,30/100
Central Poly-Bag Corp.	250	Cases	\$32.00	\$8,000.00	KLEENEX	21271	RESOLUTE #324330; 7.5"X8.2"; 80 CS/PLT
Gateway Printing and Office Supply	250	Cases	\$69.64	\$17,410.00	KLEENEX	21271	100 case minimum
Officewise Furniture & Supply (Sewco,Inc)	250	Cases	\$80.35	\$20,087.50	KLEENEX	21271	

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	60	5	5	5	5	5	5	10	100	POOR QUALITY-VERY ROUGH
[ALT1] Empire Paper Company	55	5	5	5	5	5	5	10	95	
Central Poly-Bag Corp.	50	5	5	5	5	5	5	10	90	
Gateway Printing and Office Supply	45	5	5	5	5	5	5	10	85	
Officewise Furniture & Supply (Sewco,Inc)	40	5	5	5	5	5	5	10	80	



26 FOOD SERVICE FILM							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Daxwell	700	Cases			Prestige Cutter Box	182P	Request 14-day lead-time from receipt of purchase order. 90 cases per pallet
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	700	Cases			Prestige Cutter Box	182P	**MINIMUM ORDER IS 90 BOXES**
[ALT1] Gateway Printing and Office Supply	700	Cases	\$16.89	\$11,823.00	Empress	EFF182	18 x 2000 PVC Cutter Film
[ALT1] Daxwell	700	Cases	\$18.40	\$12,880.00	Daxwell Distribution	J20004598	Film, 18"x2000'; cutter box
Sysco West Texas	700	Cases	\$18.53	\$12,971.00	Prestige Cutter Box	182P	74352661 / 18 INSYS CLSFILM PVC 2000FT ROLLACTIV906310 CASE MINIMUM / 19 - 29 DAY LEAD TIME
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	700	Cases	\$20.29	\$14,203.00	BOARDWALK	BWK7204	FOOD SERVICE FILM, Continuous roll; 18" x 2000 ft.; cutter box **1 BOX/CASE**
Central Poly-Bag Corp.	700	Cases	\$44.66	\$31,262.00	Prestige Cutter Box	182P	SIGMA PLASTICS #182

26	FOOD SERVICE FILM									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Gateway Printing and Office Supply	60	5	5	5	5	5	5	10	100	
[ALT1] Daxwell	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	45	5	5	5	5	5	5	10	85	
Central Poly-Bag Corp.	40	5	5	5	5	5	5	10	80	

27 BUN PAN RACK COVERS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	100	Cases			Central Poly	CP528	Lead time: 7-14 days 1 pallet=108 cases.
[ALT1] Interboro Packaging Corp.	100	Cases	\$11.48	\$1,148.00	Mfr:IBS/PITT/Glopak/Hy mopack	INT-5280-H	As per sample #27 Approx 64 Cases/pallet. Delivery: 10-14 days ARO 50/Case 'Manufactured in Texas'
Central Poly-Bag Corp.	100	Cases	\$12.39	\$1,239.00	Central Poly	CP528	CENTRAL POLY #CP5280N: 128 CS/PLT 585437750 / 52X80SYS CLSCOVER PLAS BUN PAN RAKC 15MCHANDGARDS30367997310 CASE MINIMUM / 21 - 31 DAY LEAD TIME
Sysco West Texas	100	Cases	\$16.60	\$1,660.00	Central Poly	CP528	ELKBOR5280 BAG,BUN PAN COVER.52X80.50/RL1 pallet=108 cases.
[ALT1] Empire Paper Company	100	Cases	\$16.92	\$1,692.00	Elkay	BOR5280	

27	BUN PAN RACK COVERS									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Interboro Packaging Corp.										NO SAMPLE
Central Poly-Bag Corp.	60	5	5	5	5	5	5	10	100	
Sysco West Texas										NO SAMPLE
[ALT1] Empire Paper Company										NO SAMPLE



28 SADDLE PACK SANDWICH BAGS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
Empire Paper Company	200	Cases			Elkav	DP6562	Lead time: 7-14 days 1 pallet=192 cases.
[ALT1] Empire Paper Company	200	Cases	\$7.86	\$1,572.00	Elkav	DP657	ELKDP657 BAG,SANDWICH,6.5X7.0,2M/CS
[ALT1] Interboro Packaging Corp.	200	Cases	\$11.32	\$2,264.00	Mfr:IBS/PITT/Glopak/Hy mopack	INT-6.57-Hvy	As per sample #28 Approx 64 Cases/pallet. Delivery: 10-14 days ARO 2,000/Case
Sysco West Texas	200	Cases	\$12.00	\$2,400.00	Elkav	DP6562	40223071 / 2000CTSYS CLSBAG PLAS 6.5X7IN HI-DEN SADDLEHANDGARDS30498521010 CASE MINIMUM / 21 - 31 DAY LEAD TIME
Gateway Printing and Office Supply	200	Cases	\$16.44	\$3,288.00	Elkav	DP6562	200 case minimum

28 SADDLE PACK SANDWICH BAGS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Empire Paper Company										NO SAMPLE
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
Sysco West Texas										NO SAMPLE
Gateway Printing and Office Supply	55	5	5	5	5	5	5	10	95	

29 7oz COLD CUPS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	500	Cases			Dart	7N25	**MINIMUM ORDER IS 35 CASES**
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	500	Cases	\$49.69	\$24,845.00	BOARDWALK	BWKTANSCUP7C1	7oz COLD CUPS, plastic; translucent; Quantity based on 2,500 ct.
Empire Paper Company	500	Cases	\$75.64	\$37,820.00	Dart	7N25	Lead time: 7-14 days 1 pallet=24 cases.

29 7oz COLD CUPS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)										NO SAMPLE
Empire Paper Company	60	5	5	5	5	5	5	10	100	

30 BROWN PAPER LUNCH SACK							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes
Empire Paper Company	200	Cases	\$12.64	\$2,528.00	Kraft FSC	18406	Lead time: 7-14 days
Gateway Printing and Office Supply	200	Cases	\$12.99	\$2,598.00	Kraft FSC	18406	200 case minimum

30 BROWN PAPER LUNCH SACK										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Empire Paper Company	60	5	5	5	5	5	5	10	100	
Gateway Printing and Office Supply	55	5	5	5	5	5	5	10	95	

31 DUAL PURPOSE SCOUT PAD							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases	\$10.19	\$2,038.00	SCOTCH BRITE	96HEX	(ITEM QUOTED AS SPECIFIED)**MINIMUM ORDER IS 162 CASES**
Empire Paper Company	200	Cases	\$13.20	\$2,640.00	SCOTCH BRITE	96HEX	Lead time: 7-14 days 1 pallet=336 cases.

31 DUAL PURPOSE SCOUT PAD										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	60	5	5	5	5	5	5	10	100	
Empire Paper Company	55	5	5	5	5	5	5	10	95	



32 ALCOHOL PREP PADS							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases			MEDLINE	CUR45581RBIZ	**MINIMUM ORDER IS 72 CASES**
Officewise Furniture & Supply (Sewco,Inc)	200	Cases	\$15.85	\$3,170.00	MEDLINE	CUR45581RBIZ	AS SPECIFIED. ITEM NUMBER IS CUR45581RBI. THESE ARE A BOX OF 200, BUT THEY ACTUALLY COME 20 BOXES PER CARTON (NOT 5 BOXES PER CARTON). THE PRICE QUOTED IS FOR 5 BOXES OF 200. WILL BE INVOICED AT 3.17 X 5 WHICH COMES TO 15.85.WILL BE INVOICED BY THE BOX
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases	\$29.98	\$5,996.00	SANI	NICB60307CT (+4)	ALCOHOL PREP PADS, 70% Alcohol bulk pack of 1000 (5 Boxes, 200 CT/EA)

32 ALCOHOL PREP PADS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Officewise Furniture & Supply (Sewco,Inc)	60	5	5	5	5	5	5	10	100	
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)										NO SAMPLE

33 STAINLESS STEEL SCRUBBERS (LARGE)-NO AWARD							
Supplier	QTY	UOM	Unit Price	Extended	Manufacturer	Manufacturer #	Supplier Notes / Alternate Description
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases			MAXIROUGH	96142-M	**MINIMUM ORDER IS 100 CASES**
[ALT1] PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	200	Cases	\$31.98	\$6,396.00	ACS	434PP	STAINLESS STEEL SCRUBBERS (LARGE), 50-GRAM



**Jieun Pando**

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Odessa, TX 79763  
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**RFP# Bid 25-21 SN Generator Installation Project**

- **Purpose:** The School Nutrition Department plans to install generators for walk-in refrigerators and freezers at nine schools: OHS, PHS, NTO, Bowie, Bonham, Crockett, Ector, Nimitz, and Wilson & Young.
- **Background Info:** A single school kitchen can store up to \$20,000 worth of food at any given time. Installing generators will ensure food safety during potential power outages.
- **Cost:** \$537,080.00 Estimated
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**  
Generator Supercenter of Midland (Lights on Solutions LLC)

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Board Approval

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Date



Generator: Bonham Middle School (2201 East 21st Street, Odessa, TX 79761)  
 2 Specifications come from Generac RG04845ANAX 48kW Protector Standby Generator or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Generator Supercenter of Midland (Lights On Solutions LLC)				\$64,828.24	\$64,828.24			
Apple Electrical				\$83,937.98	\$83,937.98			

LINE ITEM #2	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

Generator: Bowie Middle School (500 West 21st Street, Odessa, TX 79761)  
 3 Specifications come from Generac Protector Series 30kW Standby Generator RG03015GNAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Generator Supercenter of Midland (Lights On Solutions LLC)				\$52,423.55	\$52,423.55			
Apple Electrical				\$93,121.53	\$93,121.53			

LINE ITEM #3	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

Generator: Crockett Middle School (2301 Conover Ave., Odessa, TX 79763) Specifications come from Generac Protector Series 30kW Standby Generator RG03015GNAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier QTY UOM Estimated Price Extended Supplier Notes Manufacturer Manufacturer #

Generator Supercenter of Midland (Lights On Solutions LLC)						\$51,174.24	\$51,174.24						
Apple Electrical						\$82,614.40	\$82,614.40						

LINE ITEM #4	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

5 Generator: Ector Middle School (809 West Clements Street, Odessa, TX 79763) Specifications come from Generac Protector 60kW Automatic Standby Generator 120/240 1 RG06045ANAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier QTY UOM Estimated Price Extended Supplier Notes Manufacturer Manufacturer # 65

Generator Supercenter of Midland (Lights On Solutions LLC)						\$72,422.40	\$72,422.40						
Apple Electrical						\$76,563.87	\$76,563.87						

LINE ITEM #5	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

6 Generator: Wilson & Young Middle School (601 East 38th Street, Odessa, TX 79762) Specifications come from Generac Protector Series 30kW Standby Generator RG03015GNAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier QTY UOM Estimated Price Extended Supplier Notes Manufacturer Manufacturer #

Generator Supercenter of Midland (Lights On Solutions LLC) \$50,255.24 \$50,255.24

Apple Electrical \$83,447.58 \$83,447.58

LINE ITEM #6	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

7 Generator: Nimitz Middle School (4900 Maple Avenue, Odessa, TX 79762) Specifications come from Generac Protector Series 30kW Standby Generator RG03015GNAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier QTY UOM Estimated Price Extended Supplier Notes Manufacturer Manufacturer #

Generator Supercenter of Midland (Lights On Solutions LLC) \$48,484.25 \$48,484.25

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Apple Electrical \$77,880.15 \$77,880.15

LINE ITEM #7	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

8 Generator: New Tech High School (300 East 29th Street, Odessa, TX 79762) Specifications come from Generac Protector 60kW Automatic Standby Generator 120/240 1 RG06045ANAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier QTY UOM Estimated Price Extended Supplier Notes Manufacturer Manufacturer #

Generator Supercenter of Midland (Lights On Solutions LLC) \$76,482.40 \$76,482.40

Apple Electrical \$77,895.06 \$77,895.06

LINE ITEM #8	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

9 Generator: Permian High School (1800 East 42nd Street, Odessa, TX 79762) Specifications come from Generac 48kW Protector Standby Generator RG04845ANAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Generator Supercenter of Midland (Lights On Solutions LLC)				\$69,305.48	\$69,305.48			
Apple Electrical			\$111,854.18		\$111,854.18			

LINE ITEM #9	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

10 Generator: Odessa High School (1301 Dotsy Avenue, Odessa, TX 79761) Specifications come from Generac Protector Series 30kW Standby Generator RG03015GNAX or alternate with equal specifications. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturer's items of equal specification.

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Generator Supercenter of Midland (Lights On Solutions LLC)				\$51,703.90	\$51,703.90			
Apple Electrical			\$87,742.72		\$87,742.72			

LINE ITEM #10	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10	Criteria 11	Total	Additional Information
Generator Supercenter of Midland (Lights On Solutions LLC)	20	10	10	10	10	5	10	5	5	5	10	100	
Apple Electrical	15	10	10	10	10	5	10	5	5	5	10	95	

**Exalander Magallan**

Executive Director of District Operations  
(432) 456.9659  
802 N. Sam Houston



**RFP #25-29 - Charter Bus Services**

- **Purpose:** The Transportation Department is seeking charter bus services for the 2025-2026 fiscal year (July 1 through June 30, the initial term), with the option to renew for up to four years (4) years. Renewals of the contract may be made in one (1) year intervals with the year immediately following the initial term being the First Renewal Term, not to exceed a total of five years (5) years, including the initial term, at the sole discretion of ECISD.
- **Background Info:** The Ector County Independent School District (ECISD) is seeking Charter Bus Services for student travel for athletic, band, music, and other extracurricular activities that the ECISD Transportation Department cannot meet. This was a request for a proposal to establish vendors and competitive pricing for Charter Bus Transportation Services for ECISD, which will allow for the legal and safe transportation of ECISD students of all grade levels and staff.
- **Cost:** \$600,000
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:** Ector County ISD (ECISD) is awarding non NONEXCLUSIVE to the following:
  - All Aboard America! (Industrial Bus Lines, Inc.)
  - Embark Coach Line
  - Freedom Charters and Tours, LLC
  - Skyway Charters LLC
  - Star Shuttle LLC
- Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

**Board Approval**

**Date**

**educate**

**connect**

**inspire**

**succeed**

**dream**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS**

25-29 Charter Bus Services  
SCORE SHEET

Closed: April 23, 2025 1:00PM

Consolidated

Criteria	Suppliers						
	All Aboard America	Embark Coach Line	Freedom Charters and Tours, LLC	Safe Charters	Sarmiento	Skyway Charters LLC	Star Shuttle LLC
Evaluator 1	94	90	80	65	80	95	80
Evaluator 2	80	81	80	75	45	71	80
Evaluator 3	87	90	92	84	80	93	91
<b>Total</b>	<b>261</b>	<b>261</b>	<b>252</b>	<b>224</b>	<b>205</b>	<b>259</b>	<b>251</b>
<b>Average</b>	<b>87</b>	<b>87</b>	<b>84</b>	<b>75</b>	<b>68</b>	<b>86</b>	<b>84</b>

**Dr. Jieun Pando**

Ector County ISD Director of School Nutrition  
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1120 W 10<sup>th</sup> St Odessa, TX  
Odessa, TX 79763  
[Jieun.Pando@ectorcountyisd.org](mailto:Jieun.Pando@ectorcountyisd.org)



**Renewal of IFB#Bid 24-18 SN Addendum 1 Bread Delivery Items**

- **Purpose:** The School Nutrition Department is seeking delivery services for Bread products to campuses throughout the district for SY 25-26.
- **Background Info:** Grains are a required component for USDA nutrition programs, such as the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Seamless Summer Option Program. Bread items are credited as grains.
- **Cost:** \$210,715.00 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**  
Bimbo Bakeries USA

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Board Approval

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Date





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## Renewal RFP #23-27SI - Portable Classroom Relocation

- **Purpose:** The Operations Department is seeking funding for Supplemental Portable Moving Services for the remainder of the 24-25 School Year and the 25-26 School Year.
- **Background Info:** The ECISD Operations Department is seeking Supplemental Portable Moving Services to assist Operations with campus expansion needs district wide. This was a request for a proposal to establish vendors and competitive pricing for Supplemental Services for ECISD.
- **Cost:**

2024-2025 - \$	80,000
2025-2026 - \$	50,000
-----	
<b>Total</b>	<b>\$130,000</b>
- **Funding Source:** 199 - General Fund
- **Recommended Supplier/Service Provider:** D.T. House Movers LLC
- Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

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**Board Approval**

---

**Date**

**Robert Brady Peugh**

Ector County ISD Director of Custodians and Energy Management  
(432) 456-0986  
2225 W. 8<sup>th</sup> Odessa, TX  
Odessa, TX 79763  
[robert.peugh@ectorcountyisd.org](mailto:robert.peugh@ectorcountyisd.org)



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**RFP 25-33 Wood Gym Floor Screen, Recoating, & Repairs**

- **Purpose:** The Custodial department is looking to have wooden floors, including but not limited to Gym floors and Dance floors, maintained throughout the district. This award will be for the for the remainder of the 2024-2025 fiscal year and the 2025-2026 fiscal year, with the option to renew.
- **Background Info:** Over the course of the year use of these facilities wears down the finish on the gym floors. As the finish wears off the floors become slippery surfaces that could cause hazardous conditions to the athletes that practice and compete on them. These floors need to be screened and recoated annually to maintain a safe and appealing playing surface. Also, any repairs that are needed including but not limited to termite damage, water damage, etc., could cause the surfaces to become unplayable.
- **Cost:** \$90,000 Estimated
- **Funding Source:** 199
- **Recommended Supplier/Service Provider:** Hughes Services Flooring  
Jelco

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Board Approval

---

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS**

25-33 Wood Gym Floors Screen, Recoating & Repairs

**SCORE SHEET**

Closed: May 07, 2025 1:00PM

Consolidated

44.031b

Criteria	Suppliers		
	Carrillo Construction	Hughes Services Flooring	Jelco
Evaluator 1	30	93	85
Evaluator 2	30	100	80
Evaluator 3	38	100	88
Evaluator 4	15	99	86
Evaluator 5	20	80	75
<b>Total</b>	<b>133</b>	<b>472</b>	<b>414</b>
<b>Average</b>	<b>27</b>	<b>94</b>	<b>83</b>

**Jieun Pando**

Ector County ISD Director of School Nutrition  
(432) 456-9741  
1120 W 10<sup>th</sup> St Odessa, TX  
Odessa, TX 79763  
[Jieun.Pando@ectorcountyisd.org](mailto:Jieun.Pando@ectorcountyisd.org)



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**Renewal of RFP# Bid 22-25 SN Food Service Apparel and Facility Items Rental Service**

- **Purpose:** The School Nutrition Department is seeking rental services for towels, apparel, and mats for kitchens throughout the district for SY 25-26.
- **Background Info:** The School Nutrition Department's priority is keeping the kitchens clean and safe. The vendor will provide clean towels and apparel needed for daily kitchen operations. The vendor will also keep the kitchen mats clean and provide wet rugs around wet work areas to help prevent slips and falls.

**Cost:** \$75,000.00 Estimated

- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**  
Aramark

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Board Approval

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Date



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## RFP 25-32 Supplemental District Services for Lawn Care and General Exterior Facility Cleaning

### ECISD Lawn Services – Chancellor/Killion House and Districtwide

- **Purpose:** To maintain and elevate site beautifications not only at the Chancellor and Killion Houses, but also expanding to other areas of need throughout the district.
- **Background Info:** Additional lawn care support has been needed and utilized to be able to satisfy the high demand for this scope of work. Currently, ECISD has been able to maintain lawn care throughout the district, with the support of outside entities.
- **Cost: \$70,000**
- **Funding Source:** 199-General Funds  
715-Chancellor and Killion Funds
- **Recommended Supplier/Service Provider:** Aadvance Services  
PM Pros

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Board Approval

---

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS**

25-32 Supplemental District Services for Lawn Care and General Exterior Facility Cleaning

**SCORE SHEET**

Closed: April 23, 2025 1:00PM

Consolidated

44.031b	Suppliers	
	Aadvanced Services	PM Pros
Criteria		
Evaluator 1	80	85
Evaluator 2	70	100
Evaluator 3	92	100
Evaluator 4	80	90
<b>Total</b>	<b>322</b>	<b>375</b>
<b>Average</b>	<b>81</b>	<b>94</b>

---

## RFP 25-31 Supplemental District Services for Apartment Make-Ready's and Cleaning

### Chancellor and Killion House Make Ready and Cleaning Services

- **Purpose:** These services are necessary in order to address damages to rooms in the Chancellor and Killion Houses during regular occupancies and regular day to day repairs and cleaning in order to preserve the highest quality facilities possible. These services may be utilized in other areas of Ector County ISD when needed as well.
- **Background Info:** Regular upkeep is essential in maintaining facilities in order to provide high quality accommodations for ECISD staff and to help with retention and recruitment of potential out of district and overseas teacher candidates.
- **Cost: \$65,000**
- **Funding Source:** 715-Chancellor and Killion Funds  
199-General Funds
- **Recommended Supplier/Service Provider:** Aadvanced Services  
Carrillo Construction  
PM Pros

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Board Approval

---

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS**

**25-31 Supplemental District Services for Apartment Make-Ready's and Cleaning  
SCORE SHEET**

Closed: April 23, 2025 1:00PM

Consolidated

44.031b Criteria	Suppliers			
	Aadvanced Services	Carrillo Construction	Nitty Gritty Powerwashing & Mobile Services LLC	PM Pros
Evaluator 1	72	84	60	82
Evaluator 2	89	96	62	87
Evaluator 3	95	93	30	93
Evaluator 4	75	85	35	40
<b>Total</b>	<b>331</b>	<b>358</b>	<b>187</b>	<b>302</b>
<b>Average</b>	<b>83</b>	<b>90</b>	<b>47</b>	<b>76</b>



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2024-2025 BUDGET AMENDMENT # 7**

**DATE:** May 20, 2025

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Attached is a summary of the recommended Budget Amendment # 7 for the 2024-2025 budget.

Please be advised, these are changes in estimated budgeted funds, to fund items as noted on attached.

\*\*\*\*\*

Administrative Recommendation:

Approval of 2024-2025 Budget Amendment # 7.



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
 AMENDED BUDGET - FUNCTION AND OBJECT  
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS  
 FOR THE PERIOD JULY 1, 2024 THRU JUNE 30, 2025  
 FISCAL YEAR 2024-2025

	GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #7	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #7	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #7	AMENDED BUDGET
	7/1/2024	04/30/2025		05/31/2025	7/1/2024	4/30/2025		5/31/2025	7/1/2024	4/30/2025		5/31/2025
<b>REVENUES</b>												
5700 Local and Intermediate	\$ 147,226,062	\$ 149,972,864	\$ 83,600	\$ 150,056,464	\$ 702,700	\$ 702,700	\$ -	\$ 702,700	\$ 46,249,195	\$ 46,249,195	\$ -	\$ 46,249,195
5800 State	186,521,938	189,000,000	-	189,000,000	434,000	434,000	-	434,000	-	1,197,116	-	1,197,116
5900 Federal	3,500,000	3,500,000	-	3,500,000	19,140,615	21,371,345	-	21,371,345	-	-	-	-
<b>Total - All Revenues</b>	<b>337,248,000</b>	<b>342,472,864</b>	<b>83,600</b>	<b>342,556,464</b>	<b>20,277,315</b>	<b>22,508,045</b>	<b>-</b>	<b>22,508,045</b>	<b>46,249,195</b>	<b>47,446,311</b>	<b>-</b>	<b>47,446,311</b>
<b>APPROPRIATIONS by FUNCTION</b>												
11 Instruction	200,591,101	200,761,358	877,043	201,638,401	-	-	-	-	-	-	-	-
12 Instructional Resources and Media Services	2,080,846	2,649,424	-	2,649,424	-	-	-	-	-	-	-	-
13 Curriculum and Staff Development	9,812,543	8,672,543	20,000	8,692,543	-	-	-	-	-	-	-	-
21 Instructional Leadership	5,236,712	5,291,712	-	5,291,712	-	-	-	-	-	-	-	-
23 School Leadership	19,788,203	22,003,482	-	22,003,482	-	-	-	-	-	-	-	-
31 Guidance, Counseling and Evaluation Services	16,622,717	17,612,717	(60,000)	17,552,717	-	-	-	-	-	-	-	-
32 Social Work Services	1,898,930	1,863,930	(100,000)	1,763,930	-	-	-	-	-	-	-	-
33 Health Services	3,206,566	3,206,566	-	3,206,566	-	-	-	-	-	-	-	-
34 Student Transportation	10,848,013	11,305,543	-	11,305,543	-	-	-	-	-	-	-	-
35 Food Services	-	-	-	-	20,327,315	24,018,655	-	24,018,655	-	-	-	-
36 Co/Extra Curricular Activities	8,062,579	8,009,196	(20,373)	7,988,823	-	-	-	-	-	-	-	-
41 General Administration	8,517,284	9,263,284	-	9,263,284	-	-	-	-	-	-	-	-
51 Plant Maintenance and Operations	36,845,955	42,208,035	(20,000)	42,188,035	-	-	-	-	-	-	-	-
52 Security and Monitoring Services	8,225,177	7,726,312	-	7,726,312	-	-	-	-	-	-	-	-
53 Data Processing Services	9,325,521	9,919,507	-	9,919,507	-	-	-	-	-	-	-	-
61 Community Services	1,511,998	1,911,998	-	1,911,998	-	-	-	-	-	-	-	-
71 Debt Services	1,388,000	1,377,000	-	1,377,000	-	-	-	-	16,849,195	24,874,920	-	24,874,920
81 Facilities Acquisition and Construction	3,000,000	2,659,526	20,373	2,679,899	-	-	-	-	-	-	-	-
99 Intergovernmental Charges	2,260,855	2,260,855	-	2,260,855	-	-	-	-	-	-	-	-
<b>Total - All Appropriations</b>	<b>349,223,000</b>	<b>358,702,988</b>	<b>717,043</b>	<b>359,420,031</b>	<b>20,327,315</b>	<b>24,018,655</b>	<b>-</b>	<b>24,018,655</b>	<b>16,849,195</b>	<b>24,874,920</b>	<b>-</b>	<b>24,874,920</b>
<b>OTHER FINANCING SOURCES/(USES)</b>												
7000 Other Financing Sources	500,000	500,000	-	500,000	50,000	50,000	-	50,000	-	1,600,865	-	1,600,865
8000 Other Financing (Uses)	(525,000)	(525,000)	-	(525,000)	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>-</b>	<b>(25,000)</b>	<b>50,000</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>1,600,865</b>	<b>-</b>	<b>1,600,865</b>
<b>Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations</b>	<b>(12,000,000)</b>	<b>(16,255,124)</b>	<b>(633,443)</b>	<b>(16,888,567)</b>	<b>-</b>	<b>(1,460,610)</b>	<b>-</b>	<b>(1,460,610)</b>	<b>29,400,000</b>	<b>24,172,256</b>	<b>-</b>	<b>24,172,256</b>
<b>Fund Balance Beginning July 1</b>	<b>120,093,565</b>	<b>120,093,565</b>		<b>120,093,565</b>	<b>9,154,647</b>	<b>9,154,647</b>		<b>9,154,647</b>	<b>17,302,609</b>	<b>17,302,609</b>		<b>17,302,609</b>
3000 <b>Fund Balance Ending June 30 (Estimated)</b>	<b>\$ 108,093,565</b>	<b>\$ 103,838,441</b>	<b>\$ (633,443)</b>	<b>\$ 103,204,998</b>	<b>\$ 9,154,647</b>	<b>\$ 7,694,037</b>	<b>\$ -</b>	<b>\$ 7,694,037</b>	<b>\$ 46,702,609</b>	<b>\$ 41,474,865</b>	<b>\$ -</b>	<b>\$ 41,474,865</b>
<b>APPROPRIATIONS by OBJECT</b>												
6100 Payroll Costs	\$ 271,822,140	\$ 271,156,766	\$ 664,293	\$ 271,821,059	\$ 8,732,859	\$ 8,432,859	\$ -	\$ 8,432,859	\$ -	\$ -	\$ -	\$ -
6200 Purchased/Contracted Services	34,947,842	42,028,053	(376,770)	41,651,283	166,000	415,405	7,125	422,530	-	-	-	-
6300 Supplies and Materials	22,794,566	23,971,479	(216,639)	23,754,840	11,256,956	13,235,376	(20,625)	13,214,751	-	-	-	-
6400 Other Operating Expenses	12,180,452	12,693,238	559,660	13,252,898	101,500	86,000	(6,500)	79,500	-	-	-	-
6500 Debt Service	1,388,000	1,376,800	-	1,376,800	-	-	-	-	16,849,195	24,874,920	-	24,874,920
6600 Capital Outlay	6,090,000	7,476,652	86,499	7,563,151	70,000	1,849,015	20,000	1,869,015	-	-	-	-
<b>Total - All Appropriations</b>	<b>\$ 349,223,000</b>	<b>\$ 358,702,988</b>	<b>\$ 717,043</b>	<b>\$ 359,420,031</b>	<b>\$ 20,327,315</b>	<b>\$ 24,018,655</b>	<b>\$ -</b>	<b>\$ 24,018,655</b>	<b>\$ 16,849,195</b>	<b>\$ 24,874,920</b>	<b>\$ -</b>	<b>\$ 24,874,920</b>

Ector County ISD  
 Finance Department  
 Budget Amendment  
 Requests to be Appropriated  
 2024/2025

#6  
 FISCAL YEAR 2024-2025



Description	Requestor	Amount
<b>GENERAL FUND</b>		
<b>The following will result in a decrease to fund balance.</b>		
FEV Tutors		\$ 633,443
		<b>\$ 633,443</b>
<b>The following will result in no change to fund balance.</b>		
Barbara Bush Houston Literacy Foundation Donation		\$ (25,680)
Backpacks/Books		\$ 25,680
Reagan PTO Donation		\$ (23,104)
Bleachers for Reagan Elementary		\$ 23,104
Buice PTA Donation		\$ (21,316)
Sun shade		\$ 21,316
Diamond Back Energy Donation		\$ (13,500)
Super Saturday		\$ 10,000
Chess for Champs		\$ 3,500
Payroll budget reallocation		\$ 200,373
		<b>\$ 200,373</b>
<b>The following will result in an increase to fund balance.</b>		
None		\$ -
		<b>\$ -</b>
<b>Net effect to fund balance</b>		<b>\$ (633,443)</b>

**SCHOOL NUTRITION FUNDS**

The following will result in a decrease to fund balance.

None

\$ -  
\$ -

The following will result in no change to fund balance as there is a equal revenue and expenditure component.

None

\$ -  
\$ -

The following will result in an increase to fund balance.

None

\$ -  
\$ -

Net effect to fund balance

\$ -

**DEBT SERVICE FUND**

The following will result in a decrease to fund balance.

None

\$ -  
\$ -

The following will result in no change to fund balance as there is a equal revenue and expenditure component.

None

\$ -  
\$ -

The following will result in an increase to fund balance.

None

\$ -  
\$ -

Net effect to fund balance

\$ -



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF  
EXTENSION OF BANK DEPOSITORY CONTRACT**

**DATE:** May 20, 2025

---

As required by the Texas Education Code Subchapter G School District Depositories §45.205, the award of the District Bank Depository Contract for a two-year period shall be approved by the Board of Trustees. Under Texas Education Code Section §45.205 the district may extend the existing contract. Under the DBAE (local) policy and based on the District of Innovation Plan, ECISD is not required to go out for bid for the depository contract.

Due to the excellent service and affordable pricing we have received from Frost Bank, we respectfully request to extend the depository contract from July 1, 2025 to June 30, 2027.

\*\*\*\*\*

Please see the Depository Contract Extension Form attached which requires signature of the ECISD School Board President. The form will then be given to the Frost Bank for their signature and notary.

\*\*\*\*\*

Administrative Recommendation:

Approval of Frost Bank Depository Extension  
Contract

**Board Resolution Extending Depository Contract for Funds  
Of Independent School Districts Under Texas Education Code,  
Chapter 45, Subchapter G, School District Depositories**

**Be it Resolved by the** Ector County ISD Board of Trustees **that:**

Frost Bank located at Ector County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code (TEC), and Ector County ISD (CDN: 068901) agree to extend this depository contract for an additional two-year term from July 1, 2025, through June 30, 2027.

Under TEC Section 45.205, a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. According to the district's District of Innovation plan and as noted in policy DBAE (local), the requirement in TEC 42.206 to go out for competitive bid and restricting the extensions has been waived. ECISD has the flexibility to choose the best depository banking service without bids. The requirement in TEC 42.207 regarding highest ranked bid is also waived.

Under TEC Section 45.205(c), the contract term any extension must coincide with the school district's fiscal year.

In addition, under Texas Education Code Section 45.205(b), a school district and the district's depository bank may modify the depository contract for each two-year extension if both parties mutually agree to the terms. Accordingly, the third paragraph of Section 3 of the Depository Agreement dated June 25, 2015, by and between Frost Bank and Ector County INDEPENDENT SCHOOL DISTRICT is hereby amended and modified as follows (previous language shown in strikethrough text, new language shown in underlined text).

To determine charges for services rendered, BANK utilizes ~~the BANK'S Managed Rate~~ T Bill minus 200 basis points as an earnings credit rate on BANK'S account analysis system, along with interest on checking at T Bill minus 250 basis points and a bottom-line discounted rate of 20%. BANK will calculate the DEPOSITOR'S combined average daily collected balances less combined average daily Federal Reserve requirements.

AGREED AND ACCEPTED on behalf of Ector County ISD  
this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
*Signature of President of School Board*

AGREED AND ACCEPTED on behalf of Depository  
this the \_\_\_\_ day of \_\_\_\_\_, 2025.

Frost Bank  
*Kathy Yorkman*

\_\_\_\_\_  
*Signature of Authorized Bank Officer*

Business Banking Officer  
*Title of Authorized Bank Officer*

**ACKNOWLEDGMENT**

Acknowledge before me in Ector County, Texas on \_\_\_\_\_, 2025, by \_\_\_\_\_, bank officer of the Depository named in the preceding document, for the Depository.

\_\_\_\_\_  
*Signature of Notary*

(SEAL)

Notary Public in and for Ector County,  
Texas



Ector County Independent School District  
 802 N Sam Houston  
 Odessa, TX 79761

Statement Date: 3/31/2025  
 Relationship ID:  
 Relationship Manager: Kathy Yorkman  
 Customer Service: 888-481-0336  
 Settlement Account: 999999999

**Consolidated Account Analysis Statement**

Number of Accounts:

Statement Period: Month  
 Days 31

**Balance and Earnings Allowance Information**

Average Ledger Balance		\$3,000,000.00
Less: Average Float		\$45,154.27
Average Collected Balance		\$2,954,845.73
Average Negative Collective Balance		\$0.00
Positive Collected Balance Available for Earnings		\$2,954,845.73
Earnings Allowance	2.26%	\$5,656.19
Current Activity Period Charges		\$4,769.30
Percent Discount	20%	\$878.86
Total Amount Due		\$0.00

*The above figures are for illustrative purposes only. Actual monthly service charges may be lower or higher due to fluctuations in account activity, balances, and/or earnings credit rates.*



Volume Activity

Service Description	Volume	Unit Price	Price
<b>Checking Services</b>			
Account Maintenance	11	23.0000	253.00
Inactive Account Maintenance	0	5.0000	0.00
Hold Statement Service		10.0000	0.00
Credits Posted	805	1.0000	805.00
ACH Incoming Credits	210	0.2000	42.00
Debits Posted	937	0.2000	187.40
ACH Incoming Debits	58	0.2000	11.60
On Us Deposited Items - no charge	21	0.0000	0.00
Deposited Items	209	0.1500	31.35
ICL Frost Partners Deposited Items	0	0.0400	0.00
<b>Subtotal Checking Services</b>			<b>1,330.35</b>
<b>Remote Deposit Capture Services</b>			
RDC Monthly Maint	1	125.0000	125.00
RDC - Deposited Items	0	0.1500	0.00
<b>Subtotal Remote Deposit Capture Services</b>			<b>125.00</b>
<b>Vault Services</b>			
Cash Processing - Deposit Total	129	1.0000	129.00
<b>Positive Pay Services</b>			
Positive Pay Paid Reject Item	1	15.0000	15.00
Positive Pay with Payee Review	3	65.0000	195.00
Payee Review Paid Reject Item	0	7.0000	0.00
<b>Subtotal Positive Pay Services</b>			<b>210.00</b>
<b>ACH Fraud Prevention Services</b>			
SEC Blocking	0	10.0000	0.00
ACH Blocking	0	15.0000	0.00
ACH Block or Filter with Review	0	20.0000	0.00
ACH Filtering	11	20.0000	220.00
ACH Filters	39	1.5000	58.50
<b>Subtotal ACH Fraud Prevention Services</b>			<b>278.50</b>
<b>ACH Origination Services</b>			
TC Payments ACH	1	30.0000	30.00
ACH Origination Items	4843	0.1500	726.45
Return Items ACH	5	5.0000	25.00
Notification of Change Correction	3	5.0000	15.00
<b>Subtotal ACH Origination Services</b>			<b>796.45</b>
<b>Wire Transfer Services</b>			
Incoming Wire Transfers	1	15.0000	15.00
TC Payments Wire Transfers	1	30.0000	30.00
Online Banking Wire Transfers	23	12.0000	276.00
Wire Transfer Statement	9	5.0000	45.00
<b>Subtotal Wire Transfer Services</b>			<b>366.00</b>
<b>Commercial Online Banking Services</b>			
Treasury Connect Access	1	60.0000	60.00
Treasury Connect Accounts (1st account free)	10	25.0000	250.00
TC Previous Day Items	1990	0.1000	199.00
Financial EDI Items	19	0.0000	0.00
<b>Subtotal Commercial Online Banking Services</b>			<b>509.00</b>
<b>ZBA Services</b>			
Zero Balance Accounting	1	50.0000	50.00
<b>Subtotal ZBA Services</b>			<b>50.00</b>
<b>Special Services</b>			
BAI2 Reporting	12	50.0000	600.00
<b>Subtotal Special Services</b>			<b>600.00</b>
<b>Balance Related Expenses</b>			
Regulatory Balance Fee			375.00
Interest Expense			0.00
Expense on Negative Collected Balances		11.50%	0.00
<b>Subtotal Balance Related Expenses</b>			<b>375.00</b>

Balance Related Expenses	375.00
Applicable Activity Charges	4,769.30

# PUBLIC FUNDS AND TREASURY MANAGEMENT SERVICES

## SCHEDULE OF FEES



### CHECKING SERVICES

<b>Account maintenance</b>	\$23.00 per account per month
<b>Inactive account maintenance</b>	\$5.00 per account per month
<b>Hold statement service</b>	\$10.00 per account per month
<b>Credits posted (Excluding ACH, Lockbox or remote deposit capture credits)</b>	\$1.00 per credit
<b>ACH incoming credits</b>	\$0.20 per item
<b>Debits Posted (Excluding ACH debits)</b>	\$0.20 per debit
<b>ACH incoming debits</b>	\$0.20 per item
<b>On us deposited items</b>	No charge
<b>Deposited items</b>	\$0.15 per item
<b>ICL Frost on us deposited items</b>	No charge
<b>ICL Frost partners deposited items</b>	\$0.04 per item
<b>ICL Frost premium deposited items</b>	\$0.06 per item
<b>Image duplicate items</b>	\$1.00 per item
<b>Image compliance reject</b>	\$1.00 per item
<b>Image code line repair</b>	\$1.00 per item
<b>Forward/return items image compliance</b>	\$5.00 per item
<b>Return items</b>	\$10.00 per item
<b>Reclear items</b>	\$5.00 per item
<b>Return item notification</b>	\$10.00 per notice
<b>Special signature requirements</b>	\$15.00 per account per month + \$0.50 per item
<b>Account transfers – intrabank</b>	\$2.00 per item
<b>Standing order transfers</b>	\$0.15 per item
<b>Stop payments</b>	\$30.00 per item
<b>Check and draft collections</b>	\$20.00 per item
<b>Collection items</b>	\$12.00 per item
<b>Insufficient funds items</b>	\$35.00 per check
<b>Overdraft items</b>	\$35.00 per check (maximum of 5 per day)

<b>DEPOSIT CONTROL AGREEMENT ACCOUNTS</b>	
Deposit control account setup	\$1,000.00 per account
Deposit control account setup non-standard agreement	\$1,500.00 – \$3,000.00 per account
Deposit control account maintenance	\$300.00 per account per month
<b>REMOTE DEPOSIT CAPTURE SERVICES</b>	
Commercial mobile deposit (no other scanner)	No charge
Customer-owned scanner	No charge
<b>Low check volume (less than 300 items per month)</b>	
Frost procurement – Single feed scanner	\$75.00 per workstation per month
Frost procurement – CX30 single feed scanner	\$75.00 per workstation per month
<b>High check volume (300+ items per month)</b>	
Frost procurement – TS240 scanner	\$150.00 per workstation per month
Frost procurement – Cannon high speed scanner	\$200.00 per workstation per month
RDC – Deposited items	\$0.35 per item
RDC – On us deposited items	No charge
RDC – Information reporting items	No charge
Credits Posted – remote deposit capture	No charge
<b>REMOTE PAYMENT AND PRESENTMENT SERVICES</b>	
RPPS	\$35.00 per month + \$0.08 per item
RPPS reversals	\$2.00 per item
<b>LOCKBOX RECEIVABLES MANAGEMENT SERVICES</b>	
Credit posted – lockbox	\$1.00 per item
Image color capture	\$0.12 per item
MICR capture	\$0.10 per line
Data Entry – keystroke	\$0.025 per keystroke
On-line exceptions	\$0.25 per item
Download image file	\$100.00 per month
Data transmission	\$125.00 per box per month
FTP customer report	\$50.00 per month
Postage, courier, or express mail	Actual cost
Branch delivery	\$60.00 per box per month
<b>WHOLESALE LOCKBOX PROCESSING SERVICES</b>	
Wholesale Lockbox setup	\$100.00 per box
Wholesale monthly maintenance (includes one address)	\$300.00 per box per month

**WHOLESALE LOCKBOX PROCESSING SERVICES, CONTINUED**

<b>Wholesale items</b>	\$0.57 per item
<b>Remote Lockbox monthly maintenance</b>	\$75.00 per box per month
<b>Remote Lockbox items</b>	\$0.37 per item
<b>Wholesale cash processing</b>	\$1.00 per item
<b>Credit card processing</b>	\$0.35 per item
<b>Wholesale special handling</b>	\$0.10 per item
<b>Wholesale special stapling</b>	\$0.20 per item
<b>Wholesale return envelope</b>	\$0.06 per item
<b>Wholesale detail sorting</b>	\$0.10 per item
<b>Wholesale reassociation</b>	\$0.06 per item
<b>Wholesale unprocessable</b>	\$0.45 per item
<b>LB image capture – non-financial</b>	\$0.10 per item
<b>Wholesale image delivery – internet</b>	\$200.00 per box per month
<b>Wholesale image capture – check or invoice</b>	\$0.10 per item
<b>Lockbox image extended storage (up to 180 days)</b>	\$25.00 per month
<b>Wholesale image archive – check or invoice (up to 7 years)</b>	\$0.03 per item
<b>Wholesale box rental</b>	Actual cost – hard charge
<b>Multiple mailing address</b>	Actual cost

**RETAIL LOCKBOX PROCESSING SERVICES**

<b>Retail Lockbox setup</b>	\$100.00 per box
<b>Retail monthly maintenance (includes one address)</b>	\$300.00 per box per month
<b>Retail items</b>	\$0.22 per item
<b>Retail check only</b>	\$0.35 per item
<b>Retail multiples (checks and/or coupons)</b>	\$0.28 per item
<b>Retail cash processing</b>	\$1.00 per item
<b>Retail unprocessable</b>	\$0.25 per item
<b>Retail coupon reject</b>	\$0.10 per item
<b>Retail reassociation</b>	\$0.06 per item
<b>Retail envelope capture</b>	\$0.10 per item
<b>Retail return envelope</b>	\$0.05 per item
<b>Retail image delivery – internet</b>	\$150.00 per box per month
<b>Retail image capture – check or coupon</b>	\$0.01 per item
<b>Retail image archive – check or invoice (up to 7 years)</b>	\$0.03 per item
<b>Retail box rental</b>	Actual cost – hard charge

<b>VAULT SERVICES</b>	
Currency processing – deposit total	\$1.00 per thousand
Partial bag of loose coin deposits	\$7.00 per bag
Full bag of loose coin deposits	\$2.50 per bag
Strapped currency furnished	\$0.55 per strap
ATM fit currency furnished	\$1.50 per strap
Rolled coin furnished	\$0.12 per roll
Change order minimum	\$5.50 per order
Strapped currency furnished OTC	\$0.60 per strap
Rolled coin furnished OTC	\$0.12 per roll
Courier expense	Actual cost
Deposit correction notice	\$10.00 per notice
Deposit processing supplies	Actual cost
Detailed reporting	\$15.00 per hour
Maintenance – safe deposits	\$250.00 per safe per month
<b>CONTROLLED DISBURSEMENT SERVICES</b>	
Controlled disbursements	\$120.00 per account per month
<b>ACCOUNT RECONCILIATION SERVICES</b>	
Partial reconciliation	\$25.00 setup
Paid item output – transmission	\$60.00 per account per month + \$0.05 per item
Statement all items report	\$60.00 per account per month + \$0.05 per item
Site reconciliation	\$25.00 setup, \$50.00 per account + 0.05 per item
Full reconciliation	\$25.00 setup, \$75.00 per account + 0.07 per item
<b>POSITIVE PAY SERVICES</b>	
Positive pay	\$40.00 per account per month
Positive pay (with full reconciliation)	Positive pay monthly fee waived
Positive pay with payee review	\$65.00 per account per month
Positive pay with payee review (with full reconciliation)	\$25.00 per account per month
Positive Pay Paid Reject Items	\$20.00 per item
Payee Review Paid Reject Items	\$7.00 per item
<b>ACH FRAUD PREVENTION SERVICES</b>	
SEC blocking	\$10.00 per account per month
ACH blocking	\$15.00 per account per month
ACH block or filter with review	\$20.00 per account per month
ACH filters	\$1.50 per filter per month

<b>ACH ORIGATION SERVICES</b>	
<b>ACH origination</b>	\$30.00 per month
<b>TC payments ACH</b>	\$30.00 per customer per month
<b>ACH origination items</b>	\$0.15 per item
<b>Same day ACH origination items</b>	\$1.00 per item
<b>Frost tax payment transaction</b>	\$3.00 per item
<b>ACH reversal</b>	\$20.00 per item
<b>ACH file maintenance</b>	\$30.00 per item
<b>Return items ACH</b>	\$6.00 per item
<b>Return ACH notice fax</b>	\$5.00 per fax
<b>ACH reclears</b>	\$2.00 per item
<b>Notification of change correction</b>	\$5.00 per item
<b>WIRE TRANSFER SERVICES</b>	
<b>Incoming wire transfers</b>	\$15.00 per transfer
<b>TC payments wire transfers</b>	\$30.00 per customer per month
<b>Intrabank transfers</b>	\$5.00 per transfer
<b>Online banking intrabank transfers</b>	\$4.00 per transfer
<b>Batch wire intrabank transfers</b>	\$1.00 per transfer
<b>Standing instructions</b>	\$25.00 per transfer + wire fee
<b>Outgoing domestic wire transfers</b>	\$30.00 per wire
<b>Online banking domestic wire transfers</b>	\$12.00 per wire
<b>Batch wire domestic wire transfers</b>	\$12.00 per wire
<b>Outgoing foreign wire transfers</b>	\$45.00 per wire
<b>Online banking foreign wire transfers in US Dollars</b>	\$30.00 per wire
<b>Online banking foreign wire transfers</b>	\$15.00 per wire
<b>Wire data file setup</b>	\$100.00
<b>Wire data file</b>	\$50.00 per account per month
<b>Foreign currency account</b>	\$50.00 per account
<b>Wire transfer statement</b>	\$5.00 per statement
<b>Wire transfer notice phone</b>	\$20.00 per call
<b>FROST ONLINE BANKING</b>	
<b>Online Banking for Business</b>	No charge
<b>Internet bill payments</b>	\$0.15 per item
<b>Internet transfers</b>	\$0.15 per transfer
<b>Internet stop payment</b>	\$30.00 per item

## COMMERCIAL ONLINE BANKING

Treasury Connect access	\$75.00 per month
Treasury Connect accounts	\$25.00 per account per month (1 <sup>st</sup> account free)
TC previous day items	\$0.15 per item
Commercial online banking stop payments	\$20.00 per stop
QuickBooks® Direct Connect (desktop)	\$10.00 per customer per month
iPay Commercial Bill Pay	\$15.00 per customer per month
TC return item images access*	No charge
Financial EDI (Electronic Data Interchange) items*	No charge
Financial EDI report*	No charge
Financial EDI report fax	\$5.00 per fax
Data exchange – incoming	\$75.00 per account per month + \$0.03 per item
Data exchange – outgoing	\$75.00 per account per month + \$0.05 per item
Security token	\$50.00 per token shipped

\* Optional

## IMAGE ARCHIVE SERVICES

Image archive	\$25.00 per file + \$0.05 per item
Image archive remake	\$75.00 per file + \$0.05 per item
Software for image archive	\$300.00 + tax

## ZBA (ZERO BALANCE ACCOUNTING) SERVICES

Zero Balance Accounting	\$50.00 per month per secondary account
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## SWEEP SERVICES\*

Investment sweep	\$250.00 per account per month
Credit line sweep	\$200.00 per account per month
Credit and investment sweep	\$400.00 per account per month

\* Securities products are NOT FDIC insured \* NOT guaranteed by Frost \* NOT products of Frost and may involve risk to principal amount invested.

## SPECIAL SERVICES

BAI2 reporting by FTP	\$50.00 per account per month
Financial EDI by FTP	No charge
Standard file setup	\$375.00 per account per file
Standard file data transmission	\$100.00 per file per month
Special programming	\$175.00 per hour (2-hour minimum)
Custom file data transmission	\$500.00 per file per month

## INTEGRATED PAYABLES SERVICES

Integrated Payables	\$500.00 per account per month
Integrated Payables Setup	\$2,000.00 per account
IP Check Print and Mail	93 \$3.00 per check

<b>IP Special Handling</b>	\$2.50 per check
<b>IP Same Day Check Print and Mail</b>	\$2.50 per check
<b>IP Eliminate Single Check</b>	\$12.00 per check
<b>IP Express Mail</b>	\$7.50 per check
<b>IP Custom Mailer</b>	\$0.25 each
<b>IP Postage</b>	Actual Cost
<b>Integrated Payables Setup II</b>	\$300.00 per account
<b>Integrated Payables Wire Setup</b>	\$2,000.00 per account
<b>BALANCE RELATED EXPENSES</b>	
<b>Earnings credit rate</b>	Managed rate, subject to change at any time
<b>Regulatory balance fee</b>	Average ledger balance per \$1,000 x \$0.125
<b>Expense on negative collected balance</b>	Frost prime rate + 3%
<b>Interest paid on Analyzed Accounts</b>	Account charged as an expense through Account Analysis
<b>Collateral fee to secure public entity deposits</b>	<ul style="list-style-type: none"> <li>• No charge for securities listed under chapters 2256 and 2257 of the Government Code and TEA 45.201 &amp; 45.208 (if applicable) without restrictions.</li> <li>• Frost reserves the right to charge a Restricted Collateral Interest Fee of 0.25% of the amount pledged for restrictions disallowing PFCA-permitted securities or any of the Bank's contracted collateral custodians.</li> <li>• Frost reserves the right to charge an Excess Collateral Interest Fee of 0.25% of the amount pledged for required collateral levels more than those mandated by the PFCA.</li> </ul>



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2025-2026 GIFTED AND TALENTED PLAN AND PRESENTATION UPDATE OF ADVANCED ACADEMIC SERVICES**

**DATE:** May 20, 2025

Dr. Kristen Vesely, the Director of Advanced Academic Services, will present for discussion and approval the Gifted and Talented Plan for the 2025-26 school year and give an update on Advanced Academic Services.

The TEC §29.124 requires each school district to certify and report to the commissioner the program/plan for the gifted and talented students.

The ECISD Gifted and Talented Plan will assist campuses in providing comprehensive services to *GIT* learners in the following way:

- Provides information on best practices.
- Helps *GIT* teachers in the development and implementation of model assessment procedures and services.
- Facilitates partnerships among parents and schools.
- Allow teachers to collaborate with business and industries to provide additional opportunities for *GIT* students.
- Helps the district and campus to monitor and implement any state or federal legislation designed to provide educational opportunities for *GIT* students.

### STATE GOAL FOR SERVICES FOR GIFTED/ TALENTED STUDENTS

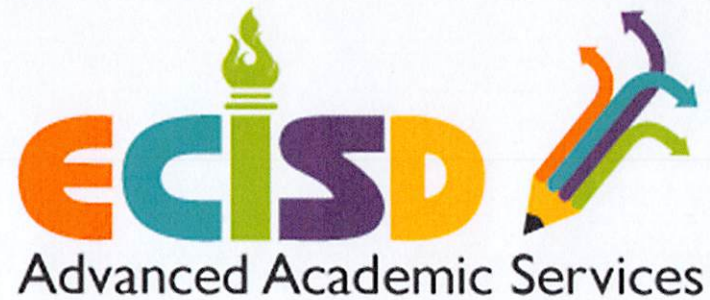
Students who participate in services designed for gifted/ talented students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience, or environment. High school graduates who have participated in services for gifted/talented students will have produced products and performances of professional quality as part of their program services.



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Administrative Recommendation:

Approval of the 2025-2026 Gifted and Talented Plan



Services, Policies, Regulations, Guidelines, and Procedures for  
Gifted and Talented Services

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*Approved for Implementation for the 2025-2026 school year  
by ECISD's Board of Trustees on May 20, 2025*

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**SECTION 1: FIDELITY OF SERVICES**

**School districts comply with gifted/talented accountability standards and monitor the effectiveness of assessment and services for gifted/talented students.**

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p><b>1.1 (A)</b> Student assessment and services are in compliance with the Texas State Plan for the Education of Gifted/Talented Students (19 TAC §89.5).</p>	<p>EHBB (LOCAL) was adopted 4/22/98 and addresses student identification. EHBB (LEGAL) was adopted 8/20/96 and updated 2/5/2001 &amp; 8/2017.</p> <p>Board policies related to the gifted/talented identification process will be reviewed by the AAS Department and the Assistant Superintendent annually and presented to the Board for revisions as deemed necessary. (2.1.A, 2.1.1E)</p>
<p><b>1.2 (A)</b> Gifted/talented education policies and procedures are reviewed and recommendations for improvement are made by an advisory group of community members, parents of gifted/talented students, school staff, and gifted/talented education staff, who meet regularly for that purpose.</p>	<p>An advisory group consisting of community members, school staff, and gifted/talented education staff will meet a minimum of twice a year to review policies and procedures for improvement. (1.2A)</p> <p align="right">99</p>
<p><b>1.3 (A)</b> 100% of the funds allocated to gifted/talented education is spent on identification and services for gifted/talented students. (TEC §48.109).</p>	<p>The AAS Department and Director of Finance shall prepare a budget and oversee the allocation of G/T state and local funds. The budget shall reflect the required percentage. (1.3A, 1.4A)</p> <p>Local funding shall exceed the amount of state G/T funding in order to provide not only G/T services but also related services such as Honors/AP programs, dual/concurrent enrollment courses, academic competitions and academic awards. Monies shall be used for gifted/talented testing, instructional materials, supplies, awards, professional development opportunities, and other advanced program expenses. (1.3A, 1.4A)</p>
<p><b>1.4 (A)</b> Gifted/talented funding is used to meet the needs of gifted/talented students.</p>	<p>A parent support group shall assist as volunteers and to provide fundraising for special projects. Funds are available for teachers and campuses through the ECISD Education Foundation by an application and selection process. (1.3A, 1.4A)</p>

<p><b>1.5 (A)</b> Annual evaluation activities are conducted for the purpose of continued service development. The summary of the evaluation with program highlights is provided to school board upon completion.</p> <p><b>1.5.1 (E)</b> Ongoing formative and summative evaluation strategies, based on quantitative and qualitative data, are reviewed by the school board and used for substantive program improvement and development.</p>	<p>Evaluations will be performed annually for program improvement and development. (1.5A)</p> <p>Informal as well as formal assessment techniques shall be used to evaluate program services including but not limited to campus visitations, teacher conferences, parent interviews, student portfolios, student conferences, open forums, surveys, and student performances. (1.5.1E, 1.6A, 1.7A)</p> <p>An annual report shall be presented to the Board that shall include a summary of the annual surveys distributed and evaluated by the AAS Department. The annual report shall address compliance with the Texas State Plan for Education of Gifted/Talented Students and other services provided by the department. Proposed modifications to program services shall be presented during the annual report or as needed. (1.5.1E)</p>
<p><b>1.6 (A)</b> Long-range evaluation of services is based on evidence obtained through gifted/ talented-appropriate performance measures such as those provided through the Texas Performance Standards Project (TPSP).</p>	
<p><b>1.7 (A)</b> The development and delivery of curriculum for gifted/talented students is monitored regularly by trained administrators.</p>	<p>AAS teachers and specialists shall participate in AAS curriculum development throughout the school year in Professional Learning Communities and on designated professional development days, as well as additional days for AAS program development and improvement. (1.7A)</p> <p>The designated executive director and the AAS director will monitor the development of curriculum. Campus administrators and the AAS staff observe classrooms to ensure services are delivered as part of the instructional monitoring process. (1.7A, 1.8A, 1.9A)</p>
<p><b>1.8 (A)</b> District guidelines for evaluation of resources used to serve gifted/talented students are established and used in selecting materials that are appropriate for differentiated learning.</p>	<p>The AAS Department shall develop guidelines for evaluation of resources and selection of materials. Lists of titles to include print, texts, software, videos, manipulatives, and other technologies shall be developed. Dual adoptions of textbooks and materials are allowed to accommodate differentiation for advanced students within the foundation fund allocations for textbooks and materials. (1.8A)</p>
<p><b>1.9 (A)</b> Curriculum for gifted/talented students is modified based on annual evaluations.</p> <p><b>1.9.1 (E)</b> Gifted/talented curriculum is designed and evaluated through collaboration by specialists in content areas, special populations, instructional techniques, and gifted/talented education.</p>	<p>The AAS staff and teachers shall assist with the development of District curriculum documents to ensure their understanding of the District's goals for all learners. Teachers and staff members are included as members of content area task forces. Differentiation from the District curriculum in the various content areas shall be the responsibility of the AAS staff, the campus principals, and teachers. (1.9.1E)</p>

<p><b>1.10 (A)</b> Develop a comprehensive manual or program guide describing all gifted/ talented programs, services, assessments, and communication, which is accessible to parents, community and students and includes district G/T contact information.</p> <p><b>1.10.1 (E)</b> Develop a comprehensive manual or program guide describing all gifted/talented programs, services, assessments, and communication which is accessible to parents, community and students including district G/T contact information that is reported to the state.</p>	<p>A comprehensive manual will be available to all stakeholders at the beginning of each school year. The manual will be posted on the AAS website for accessibility. (1.10A, 1.10.1E)</p>
<p><b>1.11 (A)</b> For any standard of service for which the district is out of compliance, develop a written plan specifying actions and timelines for achieving compliance.</p>	<p>The AAS Department along with the Campus Principal will develop a written plan specifying actions and timelines for achieving compliance. (1.11A)</p>
<p><b>1.12 (A)</b> Funds used for programs and services must be determined effective and consistent with the standards set forth in this document.</p>	<p>The AAS Department and Director of Finance shall prepare a budget and oversee the allocation of G/T state and local funds. The budget shall be built in compliance with this plan. (1.12A)</p>
<p><b>1.13.1 (E)</b> Release time and/or extended contracts are provided to enable teachers at all levels to form horizontal and vertical teams that coordinate gifted/talented services in the district.</p>	<p>AAS teachers shall participate in AAS curriculum development during the school year during PLC and on designated professional development days as well as additional days for AAS program development and improvement. (1.13.1E)</p>

**SECTION 2: STUDENT IDENTIFICATION**

**Gifted/talented identification procedures and progress monitoring allow students to demonstrate and develop their diverse talents and abilities.**

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p><b>2.1 (A)</b> Written policies on student identification for gifted/talented services are approved by the district board of trustees and disseminated to all parents (19 TAC §89.1).</p> <p><b>2.1.1 (E)</b> Board-approved policies are reviewed at least once every three years and modified as needed.</p>	<p>EHBB (LOCAL) was adopted 4/22/98 and updated 01/08/2025 and addresses student identification. EHBB (LEGAL) was adopted 8/20/96 and updated 2/5/2001 &amp; 8/2017.</p> <p>Board policies related to the gifted/talented identification process will be reviewed by the AAS Department and the Assistant Superintendent annually and presented to the Board for revisions as deemed necessary. (2.1.A, 2.1.1E)</p>
<p><b>2.2 (A)</b> Referral procedures for identification of gifted/talented services are communicated to families in a language and form that the families understand or a translator or interpreter is provided to the extent possible.</p>	<p>Campus principals shall ensure that policies on identification are distributed during the annual general referral period with referral forms or links to online referral forms on all campuses and are included in educational planning materials. Identification procedures and paperwork are available year-round on the District AAS and GT website. Information is distributed in English and Spanish. Campuses shall notify the AAS Department if translations are needed in other languages. If requests are made, translations will be provided. (2.2A)</p>
<p><b>2.3 (A)</b> Referral forms for identification of students for gifted/talented services are provided to families in a language and form that the families understand, or a translator or interpreter is provided to the extent possible.</p> <p><b>2.3.1 (E)</b> Referral forms for identification of students for gifted/talented are provided to families in language and form that the families understand, or a translator or interpreter is provided.</p>	<p>Referral forms are available to every elementary teacher in Spanish and English. (2.3A)</p> <p>Community referral form is available on district website throughout the entire referral window. The form is available in Spanish and English. If a different language is needed, the AAS department will provide a translation or a translator. (2.3.1E)</p>
<p><b>2.4 (A)</b> Families and staff are informed of individual student assessment results and placement decisions as well as given opportunities to schedule conferences to discuss assessment data.</p>	<p>Letters with the committee decision are mailed to the parents of each student who applies for GT services. Letters for those who do not meet the criteria for qualification include procedures for scheduling appeal conferences. Communications to parents regarding services include contact persons and phone numbers. Conferences are scheduled as requested. (2.4A)</p>

**2.5 (A)** An awareness session providing an overview of the identification procedures and services for gifted/talented students is offered for families by the district and/or campus prior to the referral period.

Informational meetings are held during the referral period to provide an overview of services and to answer questions regarding Advanced Academic Services. Elementary meetings will be held at various locations throughout the district. Secondary meetings will be held on the individual campuses. (2.5A, 2.6A)

**2.6 (A)** All family meetings are offered in a language families can understand or a translator or interpreter is provided to the extent possible.

Parent orientations shall be provided at the campus level. For Elementary, these will be held at the GT Cluster Campus. The AAS Department shall provide information and staff development for campus personnel to ensure accuracy of information provided during the parent orientations. Interpreters will be provided in Spanish. Interpreters in other languages will be provided, if requested and available. (2.5A, 2.6A)

**2.7 (A)** Provisions regarding transfer students, furloughs, reassessment, exiting of students from program services, and appeals of district decisions regarding program placement are included in board-approved policy (19 TAC §89.1(5)):

**Furlough from Services**

A student may be furloughed for a period up to one year with approval from the AAS Director for reasons including but not limited to

- Joint custody which requires students to transfer in and out of the district
- Personal or immediate family illness
- Temporary disability
- Personal or immediate family crisis
- Irreconcilable scheduling conflict in secondary schools
- Alternative education placement

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Furlough extensions beyond one year may result in reassessment for reentry by decision of the AAS Director or GT Committee. [See EHBB (REGULATION)]. (2.7A, 2.10A)

**2.8 (A)** Policy ensuring that transfer students are properly assessed and appropriately placed following notification of enrollment in the district is included in board-approved policy. Transfers from campus to campus within the district are also addressed in board-approved policy.

**Transfer Students**

Students transferring into the district are afforded the opportunity to be screened for gifted services providing they submit a referral form within 4 weeks of entering ECISD. Students who move into ECISD must meet the district's criteria in order to receive services. Testing data from the previous district can be used as long as it measures aptitude or achievement and meets the criteria. If the data from the previous district is more than two years old, the AAS office may determine that additional testing is needed. Determination for services is based on the transfer records, observation report of the classroom, advanced academic teachers, and student/parent conference. (2.8A, 2.8.1E)

**2.8.1 (E)** Equitable access to gifted/talented services for transfer students is provided through board-approved policy that is developed in consideration of current best-practice recommendations.

Identified students who transfer within the District shall be placed in equivalent gifted program services at the receiving campus. (2.8.1E)

<p><b>2.9 (A)</b> When a gifted/talented student transfers to another district either in or out of Texas, that district is provided with the student's assessment data by the sending district.</p>	<p>When a student moves to another district, AAS records of the student are provided to that district at parent request. Students who transfer to another district may be reinstated without reassessment if they re-enter during the same school year or at the beginning of the succeeding fall semester providing it is within a year. (2.9A)</p>
<p><b>2.10 (A)</b> Policy is adopted allowing student furlough for specified reasons and for a certain period of time without being exited.</p>	<p>See 2.7(A)</p>
<p><b>2.11 (A)</b> Policy related to reassessment of gifted/ talented students is based on performance in response to gifted/talented services and if reassessment occurs at all, it is no more than once in elementary grades, once in middle school grades, and once in high school.</p>	<p><b><u>REASSESSMENT</u></b></p> <p>Students are assessed at least once for gifted services. Reassessment is not necessary when a student moves from elementary to middle school or middle to high school. (2.11A)</p> <p>Reassessment can be requested by a campus principal or parent if a concern arises that continuing in the GT program will cause harm to the student or their academic performance. The GT Committee will meet to determine if reassessment is necessary. (2.11A, 2.12E))</p> <p style="text-align: right;">104</p>

**2.12 (A)** Policy related to exiting of students from gifted/talented services is based on multiple criteria including student performance in response to services. Exiting of a student is finalized by committee decision after consultation with parents and student regarding the student's educational needs.

**2.12.1 (E)** Policy related to exiting of students from gifted/talented services is based on multiple criteria including student performance in response to services. Interventions are provided prior to committee decision. Exiting of a student is finalized by committee decision after consultation with parents and student regarding the student's educational needs.

**2.13 (A)** Policy related to appeals allows parents, students, and educators to appeal placement decisions in a timely manner and to present new data, if appropriate.

### **EXIT FROM SERVICES**

Each campus should monitor student performance within gifted services. If at any time the GT Campus Committee determines it is in the best interest of the student and his or her educational needs, they may request to exit a student from services. If a student or parent requests removal from services, the committee must meet with the parent and student prior to exiting. At the elementary level, if applicable, a meeting will be scheduled with the AAS director/specialist, the G/T teacher, the parent, and campus principal to discuss the parent request. At the Secondary level, the AAS office must receive documentation in writing from the parent/guardian of such request along with teacher, principal or counselor campus signature. Students who exit gifted services must be rescreened in order to begin receiving services. Multiple criteria including student performance must be used in response to exiting from services. (2.12A)

Each campus should monitor student performance within gifted services. If at any time the GT Campus Committee determines it is the best interest of the student and his/her educational needs, they may request to exit a student from services. If a student or parent requests removal from services, the committee must meet with the parent and student prior to exiting. Students who exit gifted services must be rescreened in order to begin services. The Request to Exit form must be filled out by the committee and submitted to the AAS office and placed in the student's cumulative folder. Students no longer receiving gifted services may not be coded in PEIMS. <sup>105</sup>

Non-performance in Advanced Academics or within the regular program is not, by itself, sufficient reason for exit from services, but may be an indicator of other problems that may lead to a recommendation for exit. No single criterion, such as grades or conduct, is considered sufficient to remove a student from gifted services; rather, a comprehensive review of all data must be weighed by the GT Campus Committee. (2.12A, 2.12E)

Assignment to an alternative education campus within the district for more than one semester will result in the student being exited in lieu of a furlough. (2.12A)

**Appeals**  
***EHBB (LOCAL) and FNG (LOCAL)***

The decision of the Campus AAS Committee is subject to appeal as outlined in EHBB (LOCAL) and FNG (LOCAL). The parent will have ten working days from the date of notification to appeal the AAS Committee decision. In addition, the subject teacher is invited to provide information that might impact retention or dismissal by the Campus AAS Committee. (2.13A)

**2.14 (A)** Provisions for ongoing identification of students who perform or show potential for performing at remarkably high levels of accomplishment in each area of giftedness served by the district are included in board- approved policy (19 TAC §89.1(1)).

**2.14.1 (E)** The identification process for gifted/ talented services is ongoing, and assessment of students occurs at any time the need arises.

**2.15 (A)** Assessment opportunities for gifted/talented identification are made available to students at least once per school year.

**2.15.1 (E)** Assessment opportunities for gifted/ talented identification are made available to students at least once a year at the elementary grades and once a semester at the secondary level.

**2.16 (A)** Students in grades K–12 shall be assessed and, if identified, provided gifted/talented services (TEC §29.122 and 19 TAC §89.1(3)).

**2.16.1 (E)** Students in grades K–12 are assessed and, if identified, served in all areas of giftedness included in TEC §29.121.

Students eligible for gifted services are screened in the area of general intellectual ability.

A general referral period for Kindergarten shall be open in the fall of each year. Referral during this period is required for placement into services beginning March 1 of that academic year. (2.14A, 2.15A)

A general referral period for grades 1-12 shall be open in the fall of each year. Referral during this period is required for placement into services for the following school year; however, students and/or parents/guardians transferring in must apply within the first 4 weeks of enrolling in the district for consideration in the GT program.

If a school administrator finds a student who performs or shows potential for performing at remarkably high levels of accomplishment after the identification window has passed, the principal should contact the AAS Department to arrange for an opportunity for the student to be screened by the Advanced Academics Department. (2.14A, 2.15.1E)

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See identification criteria in Appendix for grades K-12. Program services are described in Section 3: Service Design and Section 4: Curriculum and Instruction. (2.16A)ECISD identifies and serves students in intellectual and academic areas. We do not explicitly identify or provide program designed services in in artistic, creative, or leadership areas.

**2.17 (A)** Data collected from multiple sources for each area of giftedness served by the district are included in the assessment process for gifted/talented services (19 TAC §89.1(2)). The assessment process allows for student exceptionalities to the extent possible.

The AAS Department and the GT Placement Committees shall review and, if determined necessary, revise the identification criteria for advanced services annually. Adjustments shall be based on standardized tests administered by the District, assessments, which measure the services provided, assessments, which allow identification of diverse populations, and assessments which provide both qualitative and quantitative information regarding the students.

The State Assessment may be replaced by equivalent scores on other achievement tests. Cognitive Abilities Test (CogAT) Age Percentile Rank (APR) and the Naglieri General Abilities Test (NGAT) Age Percentile Rank (APR) may be replaced by equivalent scores on other school abilities tests. The district will also review NWEA MAP to determine academic eligibility. (2.17A. 2.18A) \*See Appendix\*

Students enrolled in bilingual education/ESL may substitute scores from equivalent tests given in their native language or may use nonverbal scores on similar tests. Students will receive continuing services unless the student and parent/guardian request removal or the student is removed for low performance. (2.19A)

Students will be assessed using verbal, non-verbal, and quantitative batteries of standardized gifted identification exams. Specifically, students in ECISD kindergarten - 8th grade will take the Naglieri General Abilities Test (NGAT) and students in 9th - 11th grade will take the Cognitive Abilities Test (CogAT). (2.19A) <sup>107</sup>

Students may be referred for services by parents/guardians, teachers, peers, or themselves. Transfer students may apply when entering the District within four weeks if they were identified in the previous district or if the student did not have an opportunity to be screened in the previous district. The transferring parents/guardians must request the necessary records for identification. Anyone wishing to nominate a student must obtain the signature of the student and the parent/guardian on the referral form prior to submitting the referral by the stated deadline. Notifications will be sent as decisions are made at various times during the spring semester and upon completion of the process for transfer students.

**2.18 (A)** Based on a review of information gathered during the identification process, students whose data reflect that gifted/talented services will be the most effective way to meet their identified educational needs are recommended by the placement committee for gifted/talented services.

**2.19 (A)** Students are assessed in languages they understand or with nonverbal assessments.

**2.20 (A)** All kindergarten students are automatically considered for gifted/talented identification and other advanced level services.

In accordance with the Texas State Plan for the Education of Gifted/Talented Students (2019) 2.20A, 2.211A (accountability rating), all kindergarten students in Ector ISD are automatically considered for Gifted and Talented services.

All Kindergarten teachers are required to be GT trained (complete the initial 30-hour GT training).

<p><b>2.21 (A)</b> At the kindergarten level, as many criteria as possible, and at least three (3), are used to assess students who perform at or show the potential of accomplishment relative to age peers.</p>	<p>A general referral period for Kindergarten shall be open in the fall of each year. Referral during this period is required for placement into services beginning March 1 of that academic year.</p> <p>See Appendix for specific identification criteria for current year.</p>
<p><b>2.22 (A)</b> In grades 1–12, qualitative and quantitative data are collected through three (3) or more measures and used to determine whether a student needs gifted/talented services.</p>	<p>Identification criteria shall include a minimum of three qualifying scores in three separate areas of assessment. These assessment tools may include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Achievement tests</li> <li>• Cognitive Ability Tests</li> <li>• Teacher, Parent, Community checklists</li> <li>• Student Portfolios or sample work</li> <li>• Report Card Semester averages</li> <li>• Student Interviews</li> </ul> <p>(2.22A)</p>
<p><b>2.23 (A)</b> If services are available in leadership, artistic, and creativity areas, a minimum of three (3) criteria are aligned with the areas.</p>	<p>ECISD serves students in intellectual and academic ability.</p> <p style="text-align: right;">108</p>
<p><b>2.24 (A)</b> Access to identification and, if needed, gifted/talented services is available to all populations of the district (19 TAC §89.1(3)).</p>	<p>Information regarding parent meetings and the identification process will be disseminated in the community through multi-media resources, district digital parent communication platforms, phone calls, and announcements at school in English and Spanish. In addition, meetings will be held with students and parents to explain the benefits of the program in order to increase the number of students who apply for advanced programs. (2.24A)</p>
<p><b>2.25 (A)</b> The population of the gifted/talented services program is closely reflective of the population of the total district and/or campus.</p>	<p>Changes in the identification process is providing growth in our GT population that is reflective of our current demographics. The department will use current year qualitative and quantitative data in the identification process. (2.25A) During annual review the GT population will be reported to the school board in comparison with the district's population. (2.25A)</p>

<p><b>2.26 (A)</b> Final determination of students' need for gifted/talented services is made by a placement committee of at least three (3) local district or campus educators who have received training in the nature and needs of gifted/ talented students and who have met and reviewed the individual student data (19 TAC §89.1(4)).</p>	<p>The Elementary AAS Committee will be a District-wide committee consisting of:</p> <ul style="list-style-type: none"> <li>• Elementary AAS director/coordinator</li> <li>• Elementary AAS Specialist</li> <li>• Selected District personnel, the majority of whom have completed 30 hours of G/T training and are current with the annual 6-hour update. (2.26A, 2.27A, 2.27.1E)</li> </ul>
<p><b>2.27 (A)</b> The placement committee is formed of members who have completed training as required by 19 TAC §89.2.</p> <p><b>2.27.1 (E)</b> The placement committee is formed of a majority of members who have completed thirty (30) hours of training and are current with the six-hour training update as required by 19 TAC §89.2(2-3).</p>	<p>The Secondary AAS Committee will be a campus-based committee consisting of:</p> <ul style="list-style-type: none"> <li>• Secondary AAS director/coordinator</li> <li>• One counselor per campus with current 6-hour GT training</li> <li>• One G/T teacher from each core area of advanced services (who have completed 30 hours of G/T training and are current with the 6-hour update). (2.26A, 2.27A, 2.27.1E)</li> </ul>
<p><b>2.28 (A)</b> A balanced examination of all assessment data collected through the district's gifted/talented assessment process is conducted and used by the placement committee in making identification decisions. The placement committee will consult with other committees or representatives to address student exceptionalities, language, and other circumstances.</p> <p><b>2.28.1 (E)</b> Additional data beyond that collected through the district's standard gifted/talented assessment process are considered, as needed, by the placement committee in making identification decisions in order to make the most appropriate placement.</p>	<p>Elementary and Secondary students who score close to the criteria for the grade level may participate in further screening at the decision of the AAS Committee. The results of that screening will be reviewed by the committee to determine appropriate placement of the child. (2.28A.2.28.1E) The Placement Committee and AAS representatives will meet with Bilingual and Special Education department representatives when the student who is referred for gifted and talented services has been served by either of these departments. (2.28A)</p>
<p><b>2.29 (A)</b> Student progress/performance in response to gifted/talented services is periodically assessed using standards in the areas served and identified in the written plan. Results are communicated to parents or guardians.</p>	<p>Review of NWEA MAP data and annual review of STAAR data guides decisions around services provided to students and supports provided to teachers. PSAT and SAT data is reviewed to inform assessment of secondary services. (2.29A)</p>

**SECTION 3: SERVICE DESIGN**

**A flexible system of viable service options provides a research-based learning continuum that is developed and consistently implemented throughout the district to meet the needs and reinforce the strengths and interests of gifted/talented students.**

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p><b>3.1 (A)</b> Identified gifted/talented students are assured an array of learning opportunities that are commensurate with their abilities and that emphasize content in the four (4) foundation curricular areas. Services are available during the school day as well as the entire school year. Parents are informed of these options (19 TAC §89.3(3)).</p> <p><b>3.1.1 (E)</b> Specialists and advocates for gifted/ talented students are consulted in the development of program policies and options.</p>	<p align="center"><b><u>ALL CAMPUSES</u></b></p> <p>During the annual Referral period, information (in both English and Spanish) describing the available services shall be distributed to all students. (3.1A, 3.1.1E)</p> <p>In grades K-5, students are identified and served in all four areas: English/language arts, math, science, and social studies. In grades 6-12, students are served in their areas of strength in the four core areas: English, social studies, math, or science services. (3.3A) Proposed changes in services shall be approved by the AAS Department (which includes GT Program Teachers, GT Specialists, Coordinators, Director, and the Program Advisory Committee) and forwarded to the Superintendent and the Board as appropriate. (3.1.1E)</p> <p>AAS will work in conjunction with an Advisory Committee made up of district and department stakeholders when reviewing the evaluation of GT services and making recommendations to expand, restrict, or revise district services. The advisory committee will convene at least once each semester. (3.1.1E)<sup>110</sup></p>
<p><b>3.2 (A)</b> Information concerning special opportunities (i.e. contests, academic recognition, summer camps, community programs, volunteer opportunities, etc.) is available and disseminated to parents and community members.</p>	<p>The staff of each campus shall ensure that students have access to academic contests, opportunities of community services and to programs as well as creativity contests and leadership programming. (3.2A)</p> <p>The AAS department will disseminate information to parent and community members using the district communication networks (i.e. Focus), the department website, Social Media, and as appropriate through mail-outs and posters/flyers delivered through the campuses. (3.2A)</p>

**3.3 (A)** Services for gifted/talented students are comprehensive, structured, sequenced, and appropriately challenging, including options in the four (4) foundation curricular areas.

**3.3.1 (E)** Services for gifted/talented students are comprehensive, structured, sequenced, and appropriately challenging, including options in the four (4) foundation curricular areas as well as arts, leadership, creativity, and career & technical education.

A framework as well as a scope and sequence of gifted services will be reviewed annually to ensure appropriate ongoing services. This curriculum will be developed and revised by certified GT program teachers and specialists from the Advanced Academic Services department. (3.3A)

Services are articulated to be appropriate for students at their current grade level and are adapted to meet the needs of the student and the district. Services include Inclusion, Clustering, Pull-out, Acceleration, and access to advanced coursework. Please see the appendix for chart of services. (3.3A)

**3.4 (A)** Gifted/talented students are ensured opportunities to work together as a group, work with other students, and work independently during the school day as well as the entire school year as a direct result of gifted/talented service options (19 TAC§89.3(1)).

## **ELEMENTARY**

### **K-2 Inclusion Instructional Plan (All Campuses)**

- GT Strategies and training will be provided to the classroom teacher of record to be implemented during instruction in all content areas.
- Cluster teachers will differentiate all lessons to support the identified students in each are of instruction and will document the differentiation in their lesson plans.
- K-2 cluster teachers will be supported by AAS specialists through real-time support, co-teaching, support during PLC and upon request individual conferences.
- AAS Specialists will attend each campus at least once every two weeks.
- Kindergarten will be served after identification in March.
- All cluster teachers will have taken the initial 30-hour GT training and/or the 6-hour annual update.

### **3-6th Elementary Pull-Out Instructional Plan (All Campuses)**

- One day each week for 120 minutes, GT students will be pulled out of class to attend GT specific teaching provided by GT certified SIP Teachers.
- Additionally, GT students will be pulled periodically for individual conferences and goal setting with their GT teacher. <sup>112</sup>
- Instruction will include Chess training and Choice Projects.
- Outside of the GT Pull-out the students will be grouped with a cluster teacher and receive enrichment and differentiated support in the classroom.
- Cluster teachers will differentiate all lessons to support the identified students in each are of instruction and will document the differentiation in their lesson plans.
- All cluster teachers will have taken the initial 30-hour GT training and/or the 6-hour annual update.

#### **NOTE:**

Curriculum for the Inclusion Classes will follow the frameworks and guidelines of ECISD's Curriculum and Instruction team. The trained cluster teacher will provide the necessary differentiation for the students in these classrooms.

AAS Scholars in Progress (SIP) teachers should work with classroom teachers when there are scheduling issues: field trips, assemblies, district assessments, etc.

#### **Written Assignments for Pull-Out 3rd – 6th Graders:**

- Work for AAS SIP is assigned instead of classroom work, not in addition to.
- There should be no tests or written assignments from classes given to AAS SIP students on the days they attend SIP class.
- Students should not miss recess or specials to make up class work while receiving gifted services.

#### Enrichment

Enrichment opportunities for each campus are based on the needs of the students and determined by the campus administration and GT Program teachers.

#### Examples:

- Language Arts: Book Clubs, Battle of the Books
- Mathematics: Math Olympiad
- Science: Science Inquiry
- Social Studies: Student Council
- Destination Imagination
- UIL Academic Competition
- Independent Study/Texas Performance Standards Project
- Chess Club

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#### **SECONDARY**

Identified G/T students will be served in core content area for which they are identified. English and social studies services are designed to provide parallel and integrated services. Math and science services provide parallel and integrated services. Students may be enrolled in all four areas or only areas of their particular strength or talent: English, social studies, math, and science. The services will provide differentiated curriculum as defined by the Texas Education Agency and will be documented in the lesson plans.

#### **Middle School**

Services are provided through GT Honors courses. The array of learning opportunities emphasizes content in the four core academic areas and is commensurate with the abilities of gifted learners. Gifted students, as well as highly motivated students with balanced academic profiles in the four core content areas shall be served in Honors courses. In addition, the program will address the requirements for G/T

services outlined in the Texas State Plan for the Gifted and Talented. G/T students are expected to maintain participation in at least one content area. Honors courses are open to other high-end learners providing they meet the entrance criteria; Differentiated instruction shall occur for the G/T identified students in these courses and will be documented in the lesson plans.

- Served in Honors classes.
- GT students are clustered with other GT students and receive enrichment and differentiated support in the classroom
- GT students will receive services through the Luminous Minds Project.
- Students will have the opportunity to participate in Camp SIP.
- Classroom teachers will have taken the 30-hour GT training and/or 6-hour update

#### High School

Services are provided through core GT Honors, AP, IB and On-Campus Dual courses. The array of learning opportunities emphasizes content in the four core academic areas and is commensurate with the abilities of gifted learners. Gifted students, as well as highly motivated students with balanced academic profiles in the four core content areas shall be served.

Independent study courses and competitions allow identified and non-identified students to work on common goals at an appropriate pace. Designated AAS courses as noted in the High School Course Description Guide, International Baccalaureate, Advanced Placement, On-Campus Dual, and Honors courses are open to other high-end learners providing they meet the entrance criteria; Differentiated instruction shall occur for the G/T identified students in these courses and will be documented in the lesson plans.(3.3A, 3.31E)

- Supported through inclusion services embedded in Honors, International Honors, Advanced Placement, and International Baccalaureate Programme.
- Students are clustered with other GT students and receive enrichment and differentiated support in the classroom
- Academic Octathlon and Academic Decathlon are offered for all students but GT students are intentionally recruited for this opportunity
- GT students will have the opportunity to serve as Junior Counselors during Camp SIP.

#### Clustering/Grouping

Following state guidance all GT students will be grouped in their grade-level classroom. Texas Education Agency defines a group as four or more GT students. Gifted learners will be grouped together for instruction in the four core content areas, at both the elementary and secondary levels.

Gifted learners who are clustered together . . .

- tend to have more meaningful achievement growth than gifted learners who are dispersed across heterogeneous classes.
- have increased opportunity to access more advanced knowledge and skills and to practice deeper processing.
- learn new material and develop the behaviors that allow them to cope with the challenge and struggle of new learning on a daily basis.
- benefit from learning together; they are more likely to understand & accept their own learning differences when there are others just like them in class.
- are more likely to choose more challenging tasks when other students are also appropriately challenged.

Total Number of Students in a Grade Level or Course	Grouping Options
7 or fewer identified GT Students	Clustered into a single class
8 – 14 identified GT students	Clustered into one or two classes – both classes have an equal number of GT students.
15 – 28 identified GT students	Clustered into one, two, or three classes – each class has an equal number of GT students
29+ identified GT students	Clustered into as many classes as have a trained classroom teacher – each class has an equal number of GT students

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<p><b>3.5 (A)</b> Flexible grouping patterns and independent investigations are provided throughout the program design/services.</p>	<p><b>Acceleration:</b> Students who exhibit core academic strengths that are best served by acceleration into another grade level may receive instruction at the grade level determined by examination of the student's skills. (3.5A)</p> <p><b>Flexible Grouping:</b> Teachers are encouraged to use their blended learning, small group, or independent practice time to group GT students as needed to support their learning. This grouping will not change the teacher of record or where the student spends the majority of his/her time. The student will still be grouped following the cluster guidelines, but the teacher will have flexibility within and throughout the day to support the students' learning. (3.5A)</p> <p><b>Showcase:</b> GT students are expected to complete one project per semester. In high school, they should complete one extended assignment or performance assessment in each accelerated (honors, international honors, Advanced Placement or International Baccalaureate) class they are enrolled in. The GT student will select one activity or select an independent topic to extend and prepare for their annual GT showcase submission. (3.5A)</p>
<p><b>3.6 (A)</b> Out-of-school options relevant to the students' areas of strength are provided by school districts whenever possible (19 TAC §89.3(3)).</p> <p><b>3.6.1 (E)</b> Options that meet the needs of gifted/ talented students are available on a continuous basis outside the regular school day.</p>	<p>Dual credit options are available to GT students. (3.6A)</p> <p>Summer enrichment (Camp SIP) is also provided each summer for Elementary and Middle School students. (3.6A)</p> <p>Other extra-curricular and available outside the regular school day:</p> <ul style="list-style-type: none"> <li>• Language Arts: Book Clubs, Battle of the Books</li> <li>• Mathematics: Math Olympiad</li> <li>• Science: Science Inquiry</li> <li>• Social Studies: Student Council</li> <li>• Destination Imagination</li> <li>• UIL Academic Competition</li> <li>• Academic Decathlon/Academic Octathlon</li> <li>• Independent Study/Texas Performance Standards Project</li> <li>• Chess Club</li> </ul> <p>(3.6.1E)</p>
<p><b>3.7 (A)</b> Local board policies are developed that are consistent with State Board of Education rules on credit by examination (19 TAC §74.24) and early high school graduation opportunities (TEC §56.203).</p>	<p>Board policies EHCD (Local), EHDC (Legal), EHDB (Legal) address credit by examination. EIF (LEGAL) addresses early high school graduation. EHDD (Local) addresses dual enrollment. (3.7A)</p>

**3.8 (A)** Acceleration and flexible pacing are employed, allowing students to learn at the pace and level appropriate for their abilities and skills, and are actively facilitated by district administrators, counselors, and teachers.

High school students are encouraged to participate in College Board Advanced Placement at Odessa High School, Permian High School, and New Tech Odessa, as well as the International Baccalaureate Program offered at Odessa High School. Dual Credit options are available at all high schools. Middle school students have access to the Middle Years Programme at Crockett Middle School through the Choice School Lottery as well as advanced and accelerated coursework through Honors classes. (3.8A)

In the classrooms that serve gifted/talented students in grades 1-12, content is expected to be accelerated beyond the current grade level although the student remains assigned to the grade level. Seventh grade students are accelerated in Math within Advanced Academics and the Secondary Gifted/Talented Program by taking the Algebra Qualifying Test that is used for credit by examination for Math 8. With the expansion of this program, students can now qualify for Algebra 1 in 7<sup>th</sup> grade, providing a 2-year acceleration option. Curriculum compacting, tiered lessons, cluster grouping, and other strategies are also used to vary the pacing to meet the needs of advanced students. (3.8A)

The staff of the AAS Department shall propose and oversee modifications and improvements to services for advanced students. Campus proposals shall be submitted for approval to AAS by November to meet the publication date of the High School Course Description Guide. Any proposals after November will be reviewed and considered for implementation 2 years out. 117

The campus principal shall ensure that the campus improvement plan describes Local Education Agency (LEA) performance objectives and have set timelines and goals that are measurable to assess student performance and academic improvement. It shall also include provisions to encourage student awareness of and participation in advanced options. Campus improvement plans must be developed, reviewed and revised annually for the purpose of improving student performance for all student populations. They must also, 1) identify how the campus goals will be met; 2) Identify resources needed to implement the plan; 3) Identify staff that will be used to implement the plan; 4) Provide data that shows how the LEA is measuring progress towards the performance objective to ensure it results in student academic improvement.

The campus principal, in conjunction with all members of the campus staff, shall promote student participation in advanced options. (3.8A)

**3.9 (A)** Local board policies are developed that enable students to participate in dual/concurrent enrollment, distance learning opportunities, and accelerated summer programs if available.

Dual enrollment courses are available through a partnership with Odessa College and the University of Texas of the Permian Basin. (3.9A)

Students are encouraged to continue in accelerated options throughout their school careers. Program options are outlined and explained to students and parents in campus orientations and course description guides. (3.8A, 3.9A)

<p><b>3.10 (A)</b> A person who has thirty (30) hours of professional learning in gifted/talented education and annual six (6) hour professional learning updates as required in 19 TAC §89.2(1) is assigned to coordinate district level services for gifted/talented students in grades K–12.</p> <p><b>3.10.1 (E)</b> A person or persons with a gifted/talented endorsement, supplementary certification, or advanced degree in gifted/talented education is assigned to coordinate the district's K–12 gifted/talented education services.</p>	<p>The AAS Department shall have supervisory authority over all advanced services in the district. Both the Advanced Academic Services Director and the Elementary and Secondary Coordinator shall have the state mandated 30 hours of GT staff development, maintain the required 6-hour annual update, and hold the TEXES Supplemental Certification for Gifted and Talented. (3.10A, 3.10.1E)</p> <p>See Appendix for a chart with the required training for all district personnel.</p>
<p><b>3.11 (A)</b> Develop and implement services to address the social and emotional needs of gifted/talented students and their impact on student learning.</p>	<p>Pull-out teachers will use the district SEL curriculum. Teachers and specialists provide SEL supports and resources for families and classroom teachers. (3.11A)</p> <p>Campus counselors receive annual training around the nature and needs of gifted students in order to provide on-campus support for students and insights for administrators and teachers. (3.11A)</p>
<p><b>3.12.1 (E)</b> Gifted/Talented Education Plans for identified students detail the individual gifted/talented needs and services.</p>	<p>*See appendix for GT Education Plan (GTEP) that has been developed and is being piloted in 18 2025-2026.</p>

**SECTION 4: CURRICULUM AND INSTRUCTION**

**Districts meet the needs of gifted/talented students by modifying the depth, complexity, and pacing of the curriculum and instruction ordinarily provided by the school.**

<p align="center"><b>Texas State Plan for the Education of Gifted / Talented Students</b></p>	<p align="center"><b>ECISD &amp; Advanced Academic Services Policies, Regulations, Guidelines, and Procedures</b></p>
<p><b>4.1 (A)</b> An array of appropriately challenging learning experiences in each of the four (4) foundation curricular areas is provided for gifted/talented students in grades K–12, and parents are informed of the opportunities (19 TAC §89.3).</p> <p><b>4.1.1 (E)</b> Curriculum options in intellectual, creative and/or artistic areas; leadership; and specific academic fields are provided for gifted/talented students.</p>	<p>The AAS Department shall oversee the provision of G/T and advanced academic services and shall direct the differentiation of the curriculum for students in the services. For G/T services, content, process, and product scope and sequence and curriculum framework differentiated from the general curriculum shall be developed in alignment with the State Goal for Services for Gifted/Talented Students:</p> <p>Students who participate in services designed for gifted/talented students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience, or environment. High School graduates who have participated in services for gifted/talented students will have produced products and performances of professional quality as part of their program services. (See Texas State Plan for the Education of Gifted/Talented Students.) Elementary and Secondary students will participate in GT Showcases. (4.1A, 4.3A, 4.3.1E) 119</p> <p>The scope and sequence and framework shall be reviewed and revised as needed on an annual basis. A revised scope and sequence for the Honors Program shall be developed that appropriately serves G/T students as well as other high-end learners. AP courses will follow the College Readiness Standards and the approved College Board Syllabi. (4.1A)</p>
<p><b>4.2 (A)</b> Opportunities are provided for students to pursue areas of interest in selected disciplines through guided and independent research.</p>	<p>The G/T Program shall address the four core content areas using the elements of depth, complexity, and pacing outlined in The Texas Performance Standards Projects (TPSP), <a href="https://www.texaspsp.org/">https://www.texaspsp.org/</a> and curriculum. Other curricula may be adopted as deemed appropriate by the AAS Department.</p> <ul style="list-style-type: none"> <li>• Depth is defined as the exploration of content within a discipline; analyzing from the concrete to the abstract, familiar to the unfamiliar, known to the unknown; exploring the discipline by going past facts and concepts into generalizations, principles, theories, and laws; investigating the layers of experience within a discipline through details, patterns, trends, unanswered questions, and ethical considerations.</li> </ul>

**4.3 (A)** A continuum of learning experiences is provided that leads to the development of advanced-level products and/or performances such as those provided through the Texas Performance Standards Project (TPSP) (19 TAC §89.3(2)).

**4.3.1 (E)** Students who have been served in a gifted program for one or more years are provided the opportunity, through gifted/talented curricula, to develop sophisticated products and/or performances assessed by external evaluators who are knowledgeable in the field that is the focus of the product.

**4.4 (A)** Participation in the Texas Performance Standards Project (TPSP), or other experiences that result in the development of sophisticated products and/or performances that are targeted to an audience outside the classroom, is available through gifted/talented curricula.

**4.5 (A)** Opportunities are provided to accelerate in areas of student strengths (19 TAC §89.3(4)).

- Complexity is defined as extending content in, between, and across disciplines through the study of themes, problems, and issues; seeing relationships between and among ideas in/within the topic, discipline, and/or disciplines; examining relationships in, between, and across disciplines over time and from multiple points of view. Units of study shall be developed which address various elements in multiple combinations to accommodate the various learning styles and interests of the identified students. (4.1.1E, 4.4A)

In both the elementary G/T Program classroom and the cluster classroom, the G/T identified student will be given the opportunity to address the themes and generalizations adopted for grades 3-Elementary 6th. In addition, G/T cluster classrooms shall incorporate the elements of depth and complexity as they are introduced until fully implemented. Elementary G/T cluster classrooms shall also use Differentiation Strategies and provide thinking skills training for G/T students. Students will be given instruction in the research skills as outlined in the Continuum of Learning Experiences Frameworks (TPSP) (4.1A, 4.4A) <https://www.texaspsp.org/>

Other classroom strategies shall include but not be limited to:

- Content acceleration
- Flexible grouping
- Differentiated learning centers
- Alternate assignments
- Tiered lesson plans
- Tiered assignments
- Contract learning
- Whole class enrichment
- Curriculum compacting

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Creative and critical thinking strategies introduced in the initial 30-hour training, such as SCAMPER and Six Thinking Hats, should be taught directly then synthesized in the core content areas. Other programs such as Creative Problem Solving and Future Problem Solving may be utilized. (4.5A)

Secondary services include GT Honors at all middle school campuses, the AP/GT Program at PHS & OHS, New Tech Odessa and International Baccalaureate (IB) at Odessa High School, and campus dual enrollment. Currently the secondary G/T programs address the four core content areas. The College Board AP Program expands the offerings to art, Spanish, Latin, French, music theory and computer science. PHS & OHS high schools offer advanced music programs. Other opportunities will be provided for the students through the Luminous Minds Project (4.1A, 4.2A, 4.6A)

<p><b>4.6 (A)</b> Flexible pacing is employed, allowing students to learn at the pace and level appropriate to their abilities and skills.</p>	<p>High school course offerings are currently published in the High School Course Description Guide. Elementary and middle school courses are briefly described in materials published during the general Referral and orientation periods. (4.1A)</p>
<p><b>4.7 (A)</b> Scheduling modifications are implemented in order to meet the identified needs of individual students.</p>	<p>A brochure of services shall be developed and available in print or online annually. (4.1A)</p> <p>Following the district Credit by Exam Procedures, a student may accelerate in a single course or an entire grade-level as determined appropriate for the individual student. (4.5A, 4.6A, 4.7A)</p>
<p><b>4.8 (A)</b> Provisions to improve services to gifted/ talented students are included in district and campus improvement plans (TEC §§11.251-11.253).</p> <p><b>4.8.1 (E)</b> Resources and release time for staff are provided for curriculum development for gifted/talented services.</p>	<p>The campuses in collaboration with AAS shall make modifications to their Campus Improvement Plans as needed. (4.8A)</p> <p>AAS teachers shall participate in AAS curriculum development during the school year on designated professional development days as well as additional days for AAS program development and improvement. (4.8.1E)</p>
<p><b>4.9 (A)</b> Educators adapt and/or modify the core or standard curriculum to meet the needs of gifted/talented students and those with exceptionalities such as twice-exceptional, highly gifted, and emergent bilingual.</p>	<p>The AAS staff and teachers shall assist with the development of District curriculum documents to ensure their understanding of the District's goals for all learners. Teachers and staff members are included as members of content area task forces. Differentiation from the District curriculum in the various content areas shall be the responsibility of the AAS staff, the campus principals, and teachers. (4.9A)</p>
<p><b>4.10.1 (E)</b> Release time and/or extended contracts are provided to enable teachers at all levels to form vertical teams that coordinate gifted/talented services in the district.</p>	<p>Elementary GT Program teachers are given one week of curriculum and staff development planning before gifted/talented classes begin in the fall. (4.10.1E)</p>

**SECTION 5: PROFESSIONAL LEARNING**

**All personnel involved in the planning, creation, delivery and administration of services to gifted/talented students possess the knowledge required to develop and provide differentiated programs and services.**

<p align="center"><b>Texas State Plan for the Education of Gifted / Talented Students</b></p>	<p align="center"><b>ECISD &amp; Advanced Academic Services Policies, Regulations, Guidelines, and Procedures</b></p>
<p><b>5.1 (A)</b> A minimum of thirty (30) clock hours of professional learning that includes nature and needs of gifted/talented students, identification and assessment of gifted/ talented students, and curriculum and instruction for gifted/talented students is required for teachers who provide instruction and services that are a part of the district's defined gifted/talented services. Teachers are required to have completed the thirty (30) hours of professional learning prior to their assignment to the district's gifted/talented services (19 TAC §89.2(1)).</p>	<p>Teachers are required to have completed the thirty (30) hours of professional development prior to assignment to the district's gifted/talented services. Teachers without required training who are assigned to provide instruction and services that are part of the district's defined gifted/talented services are required to complete the thirty (30) hour training within one semester. Professional development provided by the AAS Department, the Texas Association for the Gifted and Talented, the TEA Department of Advanced Academic Services, the Region 18 Education Service Center G/T Division, International Baccalaureate and the College Board are approved for credit. Prior to any other activity for credit, the AAS Director shall approve the professional development.</p> <p>All kinder, bilingual and GT cluster teachers are required to receive thirty (30) clock hours of professional development.</p>
<p><b>5.2 (A)</b> Teachers without required training who are assigned to provide instruction and services that are part of the district's defined gifted/talented services are required to complete the thirty (30) hour training within one semester (19 TAC §89.2(1)).</p>	<p>If a staffing vacancy occurs in the elementary G/T cluster or Honors/AP classroom, the principal<sup>122</sup> is expected to fill the vacancy with a teacher with the appropriate G/T training. (5.1A, 5.2A)</p> <p>In extenuating circumstances, a plan will be on file showing how the teachers will receive 30 clock hours within one semester. (5.2A)</p>
<p><b>5.3 (A)</b> Teachers are encouraged to obtain additional professional learning in their teaching discipline and/or in gifted/talented education.</p> <p><b>5.3.1 (E)</b> District support in the form of release time or tuition assistance is available for graduate studies in gifted/ talented education for teachers who provide services to gifted/talented students.</p> <p><b>5.3.2 (E)</b> Teachers are encouraged to pursue advanced degrees in their teaching discipline and/or in gifted/talented education.</p> <p><b>5.3.3 (E)</b> Release time is provided for teachers and administrators to visit campuses or districts that have model services for gifted/talented students.</p>	<p>AAS provides additional training to campuses upon request and multiple training opportunities throughout the year. Teachers are invited and encouraged to attend as many trainings as they can. (5.3A)</p> <p>Teachers receive contract additives upon completion of advanced degrees. (5.3.2E)</p>

<p><b>5.4 (A)</b> A written plan for professional learning in the area of gifted/talented education that is based on identified needs is implemented and updated annually.</p>	<p>The district professional development plan includes individual as well as group identified needs. Ongoing analysis of gifted/talented service goals and staff individual plans are reviewed to determine needs. The plan is developed annually. (5.4A)</p>
<p><b>5.5 (A)</b> Opportunities for professional learning in the area of gifted/talented education are provided on a regular basis, and information on them is disseminated to professionals in the district.</p> <p><b>5.5.1 (E)</b> Mentors and others who offer specialized instruction for gifted/ talented students are provided training or resources to increase their understanding of the nature and needs of these students and the district goals for the students, including the state goal for gifted/talented students.</p>	<p>The AAS Department shall develop a plan for professional development that addresses the state requirements and the District services. A calendar of AAS professional development is published on the district website and provided to campuses and teachers. (5.5A)</p> <p>Elementary GT Ambassadors, volunteers and advocates for the GT program at every campus, meet monthly to receive additional training and resources to support GT students on campuses. (5.5.1E)</p> <p>Elementary and Secondary Multi-Classroom Leaders are provided the opportunity to attend training to support their understanding of the nature and needs of gifted students. (5.5.1E)</p>
<p><b>5.6 (A)</b> Teachers who provide instruction and services that are a part of the district's defined gifted/talented services receive a minimum of six (6) hours annually of professional learning.</p> <p><b>5.6.1 (E)</b> Teachers who provide instruction and services that are a part of the district's defined gifted/talented services receive a minimum of six (6) hours annually of professional learning.</p> <p><b>5.6.2 (E)</b> All staff receive an orientation to the district's gifted/talented identification processes and gifted/talented services provided by the district or campus, along with training on the nature and needs of the gifted/ talented.</p>	<p>Teachers serving gifted/talented students receive a minimum of six (6) hours annually of professional development in gifted/talented education. Annual updates are provided which are commensurate with the teachers' experience in the program. A coherent sequence of professional development shall ensure that staff members receive a consistent experience. (5.6A, 5.6.1E) <span style="float: right;">123</span></p> <p>All new-teachers to the district participate in an orientation of gifted and talented identification and the nature and needs of the gifted and talented, before they begin their contract. (5.6.2E)</p>
<p><b>5.7 (A)</b> Annually, each teacher new to the district receives an orientation to the district's gifted/ talented identification processes and the district's services for gifted/talented students.</p>	<p>Through professional development for teachers new to the District, the AAS Department shall provide an orientation regarding advanced services program options and identification procedures. (5.7A)</p>

<p><b>5.8 (A)</b> Administrators who have authority for program decisions are required to complete a minimum of six (6) hours of professional learning that includes nature and needs of gifted/talented students and program options for gifted/talented students with an update after each legislative session (19 TAC §89.2(3)).</p> <p><b>5.8.1 (E)</b> All administrators as well as teachers who have authority for program decisions receive a minimum of six (6) hours of professional learning in gifted/talented education with an update after each legislative session (19 TAC §89.2(3)).</p>	<p>Administrators and counselors shall complete a minimum of 6 hours annually of professional development that includes nature and needs and program options for G/T students. (5.8A, 5.8.1E) *See Appendix for Professional Learning Plan</p>
<p><b>5.9 (A)</b> Counselors who work with gifted/talented students are required to complete a minimum of six (6) hours of professional learning that includes nature and needs of gifted/talented students, program options for gifted/talented students, and social emotional learning with an update after each legislative session (19 TAC §89.2(3)).</p> <p><b>5.9.1 (E)</b> Counselors who work with gifted/talented students receive a minimum of six (6) hours annually of professional learning in gifted/talented education.</p>	<p>Counselors and administrators who make decisions about gifted/talented students receive a minimum of six (6) hours annually of professional development in gifted/talented education. A coherent sequence of professional development shall ensure that staff members receive a consistent experience. (5.9A, 5.9.1E)</p> <p style="text-align: right;">124</p>
<p><b>5.10 (A)</b> Local district boards of trustees are trained on the Texas State Plan for the Education of Gifted/Talented Students to ensure program accountability (19 TAC §89.5).</p> <p><b>5.10.1 (E)</b> Local district boards of trustees are encouraged to pursue professional learning on the Texas State Plan for the Education of Gifted/Talented Students.</p>	<p>The Board shall be notified of options to receive professional development including reports to the Board, the Texas Association for the Gifted and Talented Conference, guest presenters, Region 18 G/T Roundup and specially developed sessions for the Board. (5.10A)</p>

<p><b>5.11 (A)</b> Evaluation of professional learning implementation for gifted/talented education is ongoing and related to state teacher gifted/talented education standards, and the results of the evaluation are used in making decisions regarding future staff development plans (19 TAC §89.5 and TAC §233.1).).</p> <p><b>5.11.1 (E)</b> A long-range plan for professional learning that culminates in graduate studies in gifted/talented education, supplemental gifted/talented certification, advanced degrees in gifted/talented education, and/or their teaching discipline is pursued by a majority of the teachers who provide advanced-level and/or gifted/talented services.</p>	<p>Evaluations are solicited from each professional development activity. Walkthroughs and other data are utilized to measure the implementation of the activity. Follow-up activities or repetitions are determined based on evaluations. (5.11A)</p>
<p><b>5.12 (A)</b> Gifted/talented services staff are involved in planning, reviewing, and/or conducting the district's gifted/talented professional learning.</p> <p><b>5.13 (A)</b> After each legislative session, an update is provided to administrators, counselors and board of trustees.</p>	<p>Members of the AAS staff create and conduct the professional development offered by AAS in collaboration with experts in the field. (5.12A)</p> <p>AAS will work with the superintendent of schools and district leadership to ensure the school board receives an update on any legislative changes that affect gifted and talented students or services after each legislative session. (5.13A)</p>

**SECTION 6: FAMILY/COMMUNITY INVOLVEMENT**

**The district involves family and community members in services designed for gifted/talented students throughout the school year.**

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p><b>6.1 (A)</b> Written policies are developed on gifted/ talented student identification, approved by the local board of trustees and disseminated to parents (19 TAC §89.1).</p>	<p>See EHBB (LOCAL)</p> <p>The identification criteria included in the ECISD Plan for Advanced Academic Services shall be disseminated to parents during the general Referral period. (6.1A)</p>
<p><b>6.2 (A)</b> Input from family and community representatives on gifted/talented identification and assessment procedures is collected annually.</p>	<p>Each year a survey is sent out to families, students, and teachers. That information is used in evaluating gifted and talented services, and to inform decisions around departmental policy and procedures. (6.2A)</p>
<p><b>6.3 (A)</b> Information is shared or meetings are held annually requesting parent and community recommendations regarding students who may need gifted/talented services.</p>	<p>The district provides informational meetings on the campuses where services are delivered. Social media, flyers, campus newsletters, newspaper advertisements, and public service announcements notify parents and community members of the Referral period and the informational meetings. Translators and translations are provided in Spanish and, if available, other requested languages. The campus staff provides information regarding their campus program; the AAS Department provides Referral and identification information. (6.3A)</p>
<p><b>6.4 (A)</b> The opportunity to participate in a parent association and/or gifted/talented advocacy groups is provided to parents and community members.</p> <p><b>6.4.1 (E)</b> Support and assistance is provided to the district in gifted/talented service planning and improvement by a parent/community advisory committee.</p>	<p>Parents of gifted students are encouraged to participate in volunteer activities of the local parent organization, Parent Advocacy Committee. (6.4A)</p> <p>AAS works with the Parent Advocacy Committee and the District Advisory Committee to evaluate and suggest changes and updates for district services and procedures. The PAC and DAC provide support and assistance to the AAS department (6.4.1E)</p>
<p><b>6.5 (A)</b> An array of learning opportunities is provided for gifted/talented students in grades K–12, and parents are informed of all gifted/talented services and opportunities (19 TAC §89.3).</p>	<p>A brochure describing the student opportunities in AAS shall be published and revised annually. The brochure shall be available in English and Spanish as well as, if available, in other requested languages. Information will be posted to the AAS webpage. (6.5A)</p> <p>During the fall semester of each year, parents of AAS students shall be given a general overview of program services at their respective campuses. The secondary AAS staff shall provide updates to services and educational planning options during educational planning each year. (6.5A, 6.7A)</p>
<p><b>6.6 (A)</b> Products, performances, and achievements of gifted/talented students are shared with the community.</p>	<p>Each campus will acknowledge the accomplishments and/or display the products of AAS students. At least once per year every GT Student will have the opportunity to participate in a GT Showcase. (6.6A)</p>

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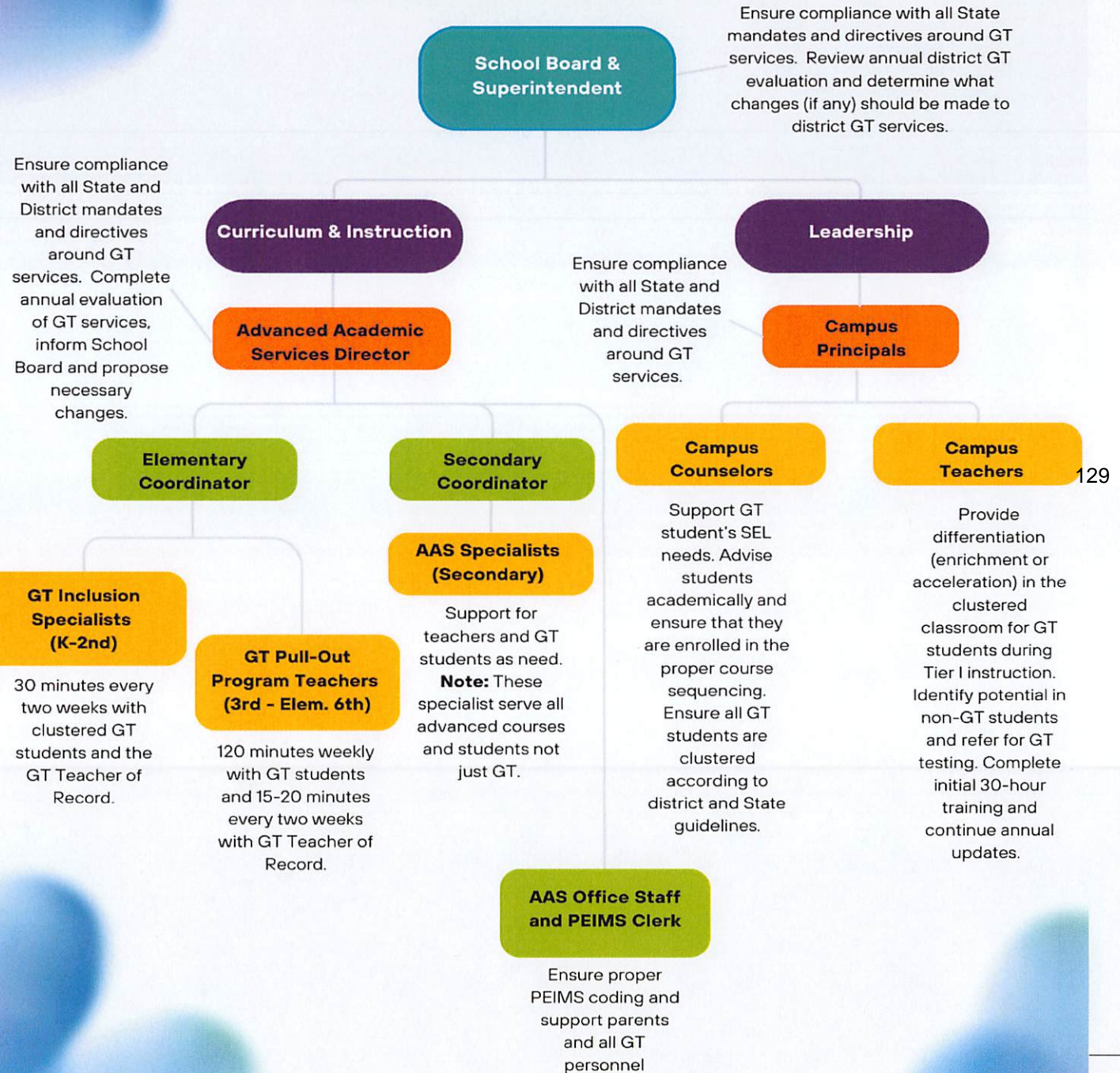
<p><b>6.7 (A)</b> Orientation and periodic updates pertaining to the district's gifted/talented services are provided for parents of students who are identified as gifted/talented and provided gifted/talented services.</p>	<p>During the spring semester parents of newly identified GT students will be invited to attend an orientation to Gifted and Talented services. This orientation will provide an overview of program services as well as available parent supports. (6.7A)</p> <p>During the fall semester of each year, parents of AAS students shall be given a general overview of program services at their respective campuses. The secondary AAS staff shall provide updates to services and educational planning options during educational planning each year. (6.5A, 6.7A)</p>
<p><b>6.8 (A)</b> The effectiveness of gifted/talented services is evaluated annually, shared with the board of trustees, and the data is used to modify and update district and campus improvement plans. Parents are included in the evaluation process, and the outcomes and findings of the evaluation are shared with parents (TEC §§11.251–11.253).</p>	<p>Surveys will be distributed annually to parents, students, teachers, administrators, and other community members to evaluate the services of the program. The AAS Department shall review the data and make recommendations for any changes in services. Changes will be presented to the Superintendent and the Board, if applicable. (6.8A)</p>
<p><b>6.9.1 (E)</b> Community volunteers are organized and provided an orientation about working with gifted/talented students.</p>	
<p><b>6.10.1 (E)</b> Liaisons with business and community organizations are established, and the use of community resources (retired community members, foundations, universities, etc.) is evident in the service options available for gifted/ talented students.</p>	127
<p><b>6.11.1 (E)</b> Professional learning opportunities are offered by the gifted/talented coordinator in collaboration with the parent advisory committee to staff, parents, and community members.</p>	
<p><b>6.12.1 (E)</b> Presentations are given to community groups and organizations to solicit their involvement in services for gifted/talented students.</p>	
<p><b>6.13.1 (E)</b> A data bank of resources is compiled for use by gifted/talented students, their teachers, and their parents.</p>	
<p><b>6.14.1 (E)</b> Support for mentorship and independent study programs in the district is solicited by the parent/ community advisory committee.</p>	

APPENDIX

Chart of Gifted and Talented Services

Kindergarten, First, & Second	Third, Fourth, Fifth & Elem. Sixth	Middle School	High School
Clustered Inclusion  *4 Specialists*	Pull-out (120 min weekly) <b>AND</b> Clustered Classes *12 Teachers*	*3 Specialists*  Honors Classes <u>Choice:</u> International Baccalaureate	International Honors Honors Advanced Placement <sup>128</sup> <u>Choice:</u> CTE Classes International Baccalaureate
<b>Other Services:</b> Camp Scholars In Progress Chess Tournaments Showcase Super Saturday		<b>Other Services:</b> Luminous Minds Chess Tournament Camp Scholars In Progress <b>Showcase</b> Super Saturday	<b>Other Services:</b> Camp Scholars In Progress Jr Counselors Chess Tournament <b>Showcase</b> Super Saturday Academic Decathlon Academic Octathlon

# ECISD GIFTED AND TALENTED ORGANIZATIONAL CHART



Organizational and Responsibilities Chart for Personnel who serve GT students

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Professional Development Plan for Required Personnel



### Gifted and Talented Professional Development Requirements

Role	Required Training	Timeline	Ongoing Requirements
<b>School Board Members</b>	<ul style="list-style-type: none"> <li>• Overview of the Texas State Plan for GT</li> <li>• District GT Program Summary &amp; Legal Obligations</li> </ul>	Within the 120 days of term or upon GT program adoption/expansion	<ul style="list-style-type: none"> <li>• Annual GT updates and program evaluation during board meetings <span style="float: right;">130</span></li> <li>• Encouraged to attend GT showcases or events</li> </ul>
<b>District Administrators</b> <i>(responsible for making GT program decisions)</i>	<ul style="list-style-type: none"> <li>• 6-Hour GT Administrator Training</li> <li>• Depth &amp; Complexity Overview for Leaders</li> <li>• Update after Legislative Session</li> </ul>	Complete by end of 1st semester supervising GT services	Optional: Leadership-focused GT updates
<b>Campus Administrators</b> <i>(with one or more GT student(s) on their campus)</i>	<ul style="list-style-type: none"> <li>• 6-Hour GT Administrator Training</li> <li>• Depth &amp; Complexity Overview for Leaders</li> <li>• Update after Legislative Session</li> </ul>	Complete by end of 1st semester supervising GT services	Optional: Leadership-focused GT updates
<b>Counselors</b> <i>(with one or more GT student(s) on their campus)</i>	<ul style="list-style-type: none"> <li>• 6-Hour GT Training for Counselors</li> <li>• Depth &amp; Complexity Overview</li> </ul>	Complete by end of 1st semester assigned GT students	Optional: GT SEL-focused updates
<b>Campus Classroom Teachers</b> <i>(Teacher of Record for one or more GT student(s))</i>	<ul style="list-style-type: none"> <li>• 30-Hour Foundational GT Training</li> <li>• Depth &amp; Complexity Framework Training</li> </ul>	Complete by end of 1st semester working with GT students	Annual 6-Hour GT Update
<b>Advanced Academic Services Specialists &amp; Coordinators</b>	<ul style="list-style-type: none"> <li>• TEXES GT Supplemental Certification</li> <li>• 30-Hour Foundational GT Training</li> <li>• Depth &amp; Complexity for Coaching &amp; Curriculum</li> </ul>	Certification prior to assignment; other training complete by end of 1st semester	<ul style="list-style-type: none"> <li>• Annual 6-Hour GT Update</li> <li>• Participation in curriculum/leadership PD</li> </ul>
<b>GT Program Teachers</b>	<ul style="list-style-type: none"> <li>• TEXES GT Supplemental Certification</li> <li>• 30-Hour Foundational GT Training</li> <li>• Depth &amp; Complexity Instructional Training</li> </ul>	Certification prior to assignment; other training complete by end of 1st semester	Annual 6-Hour GT Update

# Required Identification Criteria



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The GT Selection Committee evaluates all data gathered and determines placement based on the preponderance of data. The student must perform or show the potential to perform at remarkably high levels of accomplishment.

Gifted and Talented Education Plan - Implementation is in process. We will launch incoming 3rd grade GTEPs in 2025-2026.



Date: \_\_\_\_\_

**GIFTED AND TALENTED EDUCATION PLAN**

<input type="radio"/> Student identified as having potential for Giftedness/Talent Grade Identified: _____ Year Identified: _____	<input type="radio"/> Student is not formally identified but requires access to GT supports in the general education class and reassessment by the Advanced Academic Services department.
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**Student Profile:**

Student ID: \_\_\_\_\_ Current Grade: \_\_\_\_\_  
 Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
 Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Campus: \_\_\_\_\_ Preferred Language: \_\_\_\_\_

Special Programs:  Bilingual  504  SpEd  
 Required Services:  Full-time Cluster (K-5)  Pull-out (3-5)  Inclusion (K-2)  
 Part-time assignment to GenEd and Special Classes (2E)  
 Accommodations in GenEd classroom  Acceleration/Curriculum Compacting  
 Teacher of Record Training  Specialized Classes \_\_\_\_\_

**Areas of Potential:**

<input type="radio"/> English/Spanish Language Arts and Reading	<input type="radio"/> Social Studies	<input type="radio"/> Math	<input type="radio"/> Science
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**General Areas of Strength and Areas of Need**

Areas of Strength	Areas of Need

**Differentiations Required:**

Instructional Support

- All accommodations and differentiations MUST be documented in the lesson plans of all teachers who serve this student.
- All teachers/instructors of this student MUST have completed and be up-to-date on the TEA Required GT Trainings.

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# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF IB MYP AUTHORIZATION APPLICATION FOR CROCKETT MIDDLE SCHOOL**

**DATE:** May 20, 2025

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ECISD is requesting approval for the International Baccalaureate Middle Years Programme Authorization Application Agreement for Crockett Middle School. Approval of the Middle Years Programme of the IB Organization is required.

ECISD is confirming that Crockett Middle School abides with the following:

- Programme of standards and practices
- MYP: From principles into practice
- Rules for candidate schools
- Rules for IB World Schools: Middle Years Programme
- General regulations: Middle Years Programme
- Guide to school Authorization: Middle Years Programme
- Rules and Policy for the use of IB intellectual property

In addition, Crockett MS confirms its preparation to meet IB requirements, financial obligations for MYP fees, agrees the final decision on the application is reached by the Director General of the IB Organization, uses the IB World School logo appropriately, and agrees any disputes be settled with the rules applicable in Geneva, Switzerland.

\*\*\*\*\*

Administration Recommendation:

Approval of the IB MYP Authorization Application for Crockett Middle School  
(signatures needed by superintendent and board president)

**IB MYP Authorization Application Agreement**  
**Crockett Middle School**

**Agreement**

*Please read and sign this agreement*

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Request to the IB Organization for authorization to offer the Middle Years Programme.

On behalf of the above-named school, we request official authorization to offer the Middle Years Programme (MYP) of the IB Organization. Information about the school is supplied on the accompanying application form and documents.

We understand that if, after careful review of this application and the accompanying documentation, the appropriate IB office accepts it, a verification visit to the school will be arranged before a final decision on the authorization process is reached by the director general.

We confirm that:

a. We have read the following documents published on the IB website or purchased from the IB store, made them available to the relevant constituencies of the school and agree to abide by the regulations stated therein:

- Programme standards and practices
- MYP: From principles into practice
- Rules for candidate schools
- Rules for IB World Schools: Middle Years Programme
- General regulations: Middle Years Programme
- Guide to school authorization: Middle Years Programme
- Rules and policy for use of IB intellectual property

b. The school has prepared itself to meet the authorization requirements following the current IB documents published for the purpose of implementing the programme.

c. The appropriate financial authorities of the school/public school district know of the schedule of Middle Years Programme fees and currency as assigned by the IB and have agreed to their timely payment.

d. The school will not advertise or otherwise imply that it is authorized to offer the Middle Years Programme. The final decision on the application for authorization is reached by the Director General of the IB Organization after acceptance of the Application for authorization: Middle Years Programme and after a verification visit to the school by an IB team has taken place.

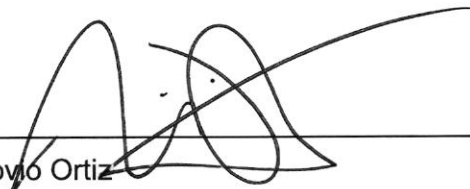
e. The school will only use the IB World School logo if and when the school is authorized to offer the IB Middle Years Programme. No IB logo is available to candidate schools.

f. We have uploaded the supporting documents as requested in this application.

g. We agree that this electronic application form, whether signed electronically or not, will be understood by the IB Organization to have been read and endorsed by the head of school, the superintendent (if applicable) and the chair of the governing body (if applicable) without a signed hard copy being necessary.

h. We understand and accept that any dispute arising from, or in connection with, the Application for candidacy: Middle Years Programme, the Application for authorization: Middle Years Programme, or any other document relating to the authorization process, shall be finally settled by arbitration, taking place in and in accordance with the rules applicable in Geneva, Switzerland. The proceedings shall be confidential and the language of the arbitration shall be English.

We further declare that, to the best of our knowledge, the information given on this form is correct.

  
\_\_\_\_\_  
Senorio Ortiz  
Head of School/Principal

4/9/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Keeley Boyer  
Superintendent of School/Executive Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Stanley  
Chair of Governing Body

\_\_\_\_\_  
Date



## **BOARD OF TRUSTEES**

**SUBJECT:** Consent Agenda

**PRESENTED BY:** Dr. Keeley S. Boyer

### **BACKGROUND INFORMATION:**

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

### **ADMINISTRATIVE RECOMMENDATION:**

Approval of the Consent Agenda.



## **REQUEST FOR APPROVAL OF MINUTES OF MEETINGS**

Attached you will find minutes of meetings of the Board of Trustees for:

April 15, 2025 – Regular Board Meeting

**AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON APRIL 15, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

**Present:**

Delma Abalos  
Dr. Steve Brown  
Tammy Hawkins  
Dawn Miller  
Christopher Stanley  
Robert Thayer  
Wayne Woodall

**School Officials:** Dr. Keeley Boyer, Mike Adkins, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson

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**Others:** Tatiana Dennis, Mark Gabrylczyk, Aaron Hawley, Kyrsten Nall, Jennifer Valencia, AJ Valencia, Betsabe Salcido, Ashley Rojo, Amanda Webber, Jessica Denney, Robin Herrington, Joel Ramos, Scott Rudes, Maggie Aguilar, Albessa Chavez, Anthony Garcia, Tracey Borchardt, Martha Cirrincione, Mitchel Davis, Andrea Hewitt, Becky Ramirez, Ruth Campbell, Sam Magallan, Stacey Nunez, Chris Bartlett, Jashon Pogue, Robert Trejo, Lisa Wills, Sandra Talavera, Nory Leachon, Rita Lopez, and Mary Franco

**27149** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27150** **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**27151** **Pledge of Allegiance to United States and Texas Flags:** In the absence of both students, the United States and Texas flag pledges were led by Executive Director of Special Services Mark Gabrylczyk.

**27152** **Invocation:** The Invocation was led by Pastor Michael Scoggins, Pathway Baptist Church.

**27153** **Special Presentations:**

**Introduction of Business Professionals of America National Qualifiers:** Business Professionals of American (BPA) is a Career and Technical Student Organization that supports business and information technology educators. Texas is the largest state BPA association. Students compete at the regional, state, and national levels in more than 50 Workplace Skills Assessment Program events, engage in community and leadership service activities, and meet business students across the state and country through participation in these programs.

The Texas BPA competitions took place in March. Chief Communications Officer Mike Adkins introduced three students who not only competed but also earned top placements, advancing to the National BPA Conference and Contest.

- Tynley Walker | Administrative Research Paper – 8<sup>th</sup> Place BPA Statesman & Ambassador National Torch Award Winner
- Jayden McClinton | Banking & Finance – 6<sup>th</sup> Place
- Brooke Bland | Advanced Interview Skills – 1<sup>st</sup> Place

**Presentation of State Qualifiers for Skills USA, Business Professionals of America, Texas Association of Future Educators, and FFA-Agricultural & Horticulture:** The three students just highlighted, who advanced to the National BPA Conference and Contest, were not the only ones who qualified for the State BPA (Business Professionals of America) contest. BPA is one of many groups where our students compete in career and workplace-related events. Due to the involvement of over one hundred students, a video was shared to introduce and recognize all participants rather than bringing everyone in person. 139

**Recognition of Esports Team from New Tech Odessa:** Our district is in the early stages of developing its Esports program and has already seen encouraging progress.

The New Tech Odessa (NTO) Rocket League team - consisting of Joel Ramos, Kole Rivas, and Austin Ramsey, and coached by Paul Sanchez—competed in the Big Country Battle Tournament in Abilene this March. The team won all seven matches (21 games total) and qualified for the Texas Scholastic Esports Federation Undisputed State Championships in Waco, held May 1–3.

In the fall semester, NTO fielded three competitive Esports teams. That number has grown to eight this spring, competing in games such as Super Smash Bros, Mario Kart, Street Fighter, Fortnite, Overwatch, and Rocket League. Of those, five teams advanced to the playoffs.

Esports teams are now active not only at NTO but also at Odessa High, Permian High, and five elementary campuses across the district.

**Announcement of Student Crime Stoppers State Awards:** Chief Communications Officer Mike Adkins introduced the Student Crime Stoppers State Awards winners, highlighting the exceptional achievements of Ector County ISD's Student Crime Stoppers program—one of the most decorated in the state.

At the 29th Annual Texas Crime Stoppers Campus Conference held earlier this semester; Odessa Student Crime Stoppers received multiple prestigious awards. Students recognized included:

- Clarissa DeLeon, 12th grade, Odessa High School
- Sophia Traslosheros, 12th grade, Permian High School
- Julian Barrera, 11th grade, Odessa High School
- Aaron Daniels, 11th grade, Compass Academy
- Noelia Ybarra, 10th grade, Permian High School
- Mason Martin, 7th grade, STEM Academy

The program was honored with the following awards:

- Productivity Award for Greatest Dollar Amount Recovery
- Best Community Publicity Award (QR codes on bathroom stall doors)
- Best Newsprint Competition – General Newsprint
- *Estrella Quintanilla Campus of the Year Award* (first-ever recipient)
- Traveling Trophy for Outstanding Program of the Conference
- 2nd Place – Digital Poster Entry
- Best Television Competition/PSA for "*Dangers of Vaping*", produced by Mason Martin

**Recognition of Odessa High School Mariachi State Qualifier:** The Odessa High School Mariachi Broncho advanced to the State UIL Mariachi Festival earlier this spring after earning straight Division 1 Ratings at the Regional contest in El Paso. The group proudly represented Odessa High School, Ector County ISD, and our local community at the state level. The students also debuted new OHS Mariachi uniforms at the event. Photos of the Odessa High School Mariachi were 140 shared on screen during the presentation.

**Recognition of Odessa High School Winter Guard State Finalist:** The Odessa High School Winter Guard recently concluded a highly successful season. Winter Guard, similar to marching band color guard, but it is performed indoors and typically to recorded music.

As a member of the North Texas Color Guard Association (NTCGA), OHS consistently placed in the top three at multiple competitions. At the state competition preliminaries, the team placed third, earning a spot in the Championship State Finals and finishing the season ranked 11<sup>th</sup> out of 38 teams.

This season also marked Odessa High School Winter Guard's inaugural participation at Winter Guard International (WGI), where they placed 19<sup>th</sup> out of 40 teams. In the virtual performance division, the team advanced to the finals and earned an impressive 4<sup>th</sup> place finish.

Photos of the Odessa High School Winter Guard were shared on screen during the presentation.

**Announcement of Academic All-State Football Players:** This presentation was canceled.

**Introduction of Powerlifting State Qualifiers:** Powerlifting provides student-athletes with the opportunity to develop strength and power that enhances their performance in other sports. This season, nine (9) ECISD student-athletes qualified for their respective state powerlifting meets and were recognized for this significant achievement. Communications Officer Mike Adkins introduced the following Powerlifting State Qualifiers:

From Permian High School:

- Jairo Montes | 3<sup>rd</sup> year Lifter, 4<sup>th</sup> Place at Regionals & 13<sup>th</sup> Place at State

During Spring Break eight of our ECISD young ladies competed at the State Powerlifting Meet. The seven state qualifiers are:

From Permian High School:

- Jocelyn Sandoval | 2<sup>nd</sup> Place at Regionals - UTSA

From Odessa High School:

- Alianna Hernandez | 3<sup>rd</sup> Place at Regionals
- Jasmine Acosta | 4<sup>th</sup> Place at Regionals, 17<sup>th</sup> at State
- Mia Lerma | 2<sup>nd</sup> Place at Regionals, 13<sup>th</sup> at State
- Magi'Lee Skiles | 2<sup>nd</sup> Place at Regionals, 21<sup>st</sup> at State
- Rosa Ortega | Regional Champion, 20<sup>th</sup> at State
- Natalia Valles | 2-time Regional Medalist, 5<sup>th</sup> Place at Regionals

Unable to attend tonight due to Senior Night Softball Game:

- Lexi Hernandez | 3<sup>rd</sup> Place at Regionals, 8<sup>th</sup> Place at State, Texas High School Women's Powerlifting Association Academic All-State Elite Team and Texas High School Coaches Association 2nd Team Academic All-State

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**27154** **Opening Remarks by Superintendent:** In opening remarks, Superintendent Dr. Keeley Boyer updated Trustees on Crockett Middle School's journey to becoming an International Baccalaureate Middle Years Programme – the school is ahead of schedule and moving into authorization status earlier than expected. She also reminded the board that Friday and Monday are school holidays, and the district will be closed on both days.

**27155** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

### **Bond 2023**

**27156** **Bond 2023 Update:** Chief Financial Officer Deborah Ottmers and Associate Superintendent of Operations Dr. Anthony Sorola provided the Board of Trustees with an update on the progress of Bond 2023 projects.

Work is progressing quickly on the new Career & Technical Education (CTE) high school. The district has received 95% of construction documents, a Guaranteed Maximum Price (GMP) is expected to be presented to the school board in May, and groundbreaking is set for June.

Site prep, utility installation, and foundation work are all ongoing for the new middle school on South Tripp. District leaders recently met with leaders from Ector County on coordinating school construction with the widening of Tripp Avenue.

The Transition Learning Center's construction documents have been sent to the

City of Odessa for permitting, procurement is beginning now, and construction is on track to start in July.

Design development is nearly complete for the renovation of the Permian High School Auditorium. The work is expected to run from June 2025 through May 2026.

A contractor is being recommended to the board now for the new Permian HS JROTC facility. Construction could begin as early as this month and will likely last until January 2026.

There is no on-site activity at the Ag Farm yet, however the project is set to go out for bid at the end of this month (April). Construction could begin in June.

Technology projects: 16 schools are in the cabling process and 5 schools are in the equipment installation process for the new PA/Bells/Alarms/Clocks project.

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New surveillance cameras are now installed at Odessa HS, Permian HS, New Tech Odessa, Ector MS and Bowie MS. This project is 25% complete district wide. The new Genetec Web App is now deployed across all campuses giving surveillance camera users quick access by selecting a location on a campus map plus a live door monitoring feature with real-time alerts for responding to situations.

Regarding finances, about 5% of the bond funds have been spent with another 30% encumbered for specific purposes/projects. That is equal to about \$150 million for the \$424,263,000 approved by voters in November 2023.

No action required.

**27157** **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000:** Moved by Woodall, seconded by Brown to approve the 2023 Bond Purchases over \$50,000 as presented. Two items on this month's list are \$1.387 million to Mid-Tex of Midland, Inc. for construction of a firing range in the JROTC facility at Permian HS (the range uses airsoft weapons with rubber pellets to allow students to participate in JROTC's marksmanship training); and \$59,500 to Advanced Environmental Services for asbestos abatement for Burleson and Travis Elementary campuses.

Motion unanimously approved.

### **Action Items**

**27158** **Discussion of and Request for Approval of 2024-2025 Budget Amendment #6:** Moved by Hawkins, seconded by Woodall to approve 2024-2025 Budget Amendment #6 as presented.

Motion unanimously approved.

**27159** **Discussion of and Request for Approval of Board Resolution to Enter into Interlocal Agreements with Purchasing Cooperatives (COOPS) and Ector County ISD:** Moved by Hawkins, seconded by Brown to approve the Board Resolution to Enter into Interlocal Agreements with Purchasing Cooperatives (COOPS) and Ector County ISD as presented. Cooperatives allow ECISD to receive better value on goods and services through pooled purchasing power. This cooperative, 791 COOP, is free for the school district.

Motion unanimously approved.

**27160** **Discussion of and Request for Approval of Board Goals and Performance Measures:** Moved by Hawkins, seconded by Woodall to approve the Board Goals and Performance Measures as presented. These will serve to guide the creation of the strategic plan. The first three are areas required by the state – percentage of students meeting or exceeding Meets Standard on state assessments will increase, the percentage of third grade students meeting or exceeding Meets Standard on the state assessment will increase, and College Career and Military Readiness (CCMR) of high school graduates will increase. <sup>143</sup>

Trustees also created additional goals titled Classroom Excellence and A Culture of Excellence – for every school, every department, and every job title in the District. Board members also approved nineteen indicators of success that will help track progress toward the goals. Those indicators cover areas from attendance, academic growth, kindergarten readiness, STAAR performance, CCMR, graduation rate, and school connectedness.

For:	Abstained:
Brown	Abalos
Hawkins	Miller
Stanley	
Thayer	
Woodall	

Motion passed.

**27161** **Consent Agenda:** Moved by Woodall, seconded by Hawkins to approve Consent Agenda as modified.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000
- D. Request for Approval of Permian HS Mojo Speech & Debate Students' Out-of-State Travel to Des Moines, Iowa
- E. Request for Approval of Data Sharing Agreement between NWEA and ECISD
- F. Request for Approval of Certification of Provision of Instructional Materials Survey 2025-2026
- G. Request for Approval of MTCU Credit Union Spirit Debit Card Agreement
- H. Request for Approval of Low Attendance Waiver

Motion unanimously approved.

**Report/Discussion Items**

**27162** **Curriculum & Instruction Report - Humanities:** Executive Director of Accountability Lisa Will and Social Studies Coordinator Becky Ramirez provided Trustees with a report from Curriculum & Instruction on Humanities. Results for 8th grade Social Studies STAAR show a decrease and trail the state average. Results for the US History End of Course exam show increases and the gap with the state average is closing. This data is driving actions to improve teaching and learning. The STAAR test underwent a redesign in the 2022-23 academic year, incorporating new types of questions that are more complex and demand greater conceptual knowledge for student success. Students are now engaging in small groups of critical thinking and application; elementary lessons have been revised and aligned with Reading & Language Arts timelines to offer cross-curricular reinforcement. Each month teachers across the district meet to discuss upcoming topics or new instructional strategies, and they share professional learning strategies and resource support. 144

No action required.

**27163** **Board of Trustees' Continuing Education Report:** Superintendent of Schools, Dr. Keeley Boyer, presented this item for discussion. The State Legislature mandates that school districts publicly report the continuing education credit hours of school board members. Records from the Texas Association of School Boards and the Framework for Governance Leadership were provided in accordance with this requirement. All Trustees met the annual continuing education requirements.

No action required.

**27164** **Budget Update Discussion:** Chief Financial Officer Deborah Ottmers presented this item. The Board of Trustees continued their discussion of budget priorities for the 2025-26 school year. The board walked through projections for next year's revenue, how that would impact the dollar amount in fund balance, the possibility of the Texas Legislature passing House Bill 2 with an increase in revenue that may include a requirement to spend about 40% of that on teacher pay scale salaries, and how they could best give all employees a raise or a retention incentive or a combination of the two without putting the District's financial future at risk.

No action required.

**27165** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] (Discussion of the 2025-2026 Employment Contract Renewals for Administrators, Teachers, and Other Professional Support Employees) and (The Board of Trustee will deliberate on the hiring of a Chief Technology Officer and Chief Schools Officer.)**

**Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]**

Board President Christopher Stanley convened the Board of Trustees to closed session at 8:06 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:14 p.m.

**27166 Request for Approval of the 2025-2026 Employment Contract Renewals for Administrators, Teachers, and Other Professional Support Employees:** Moved by Thayer, seconded by Hawkins to approve the 2025-2026 Employment Contract Renewals for Administrators, Teachers, and Other Professional Support Employees as presented.

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Motion unanimously approved.

**27167 Request for Approval of Personnel Recommendation to Hire Chief Technology Officer:** Moved by Miller, seconded by Hawkins to approve the Recommendation to hire Lauren Tavarez as the Chief Technology Officer as presented. Lauren has worked as the Director of Digital Learning for the past five years, heading the committee that achieved the Trusted Learning Environment Seal. Prior to that she was the Blended Learning Coordinator helping lead the implementation of blended learning, an Instructional Technology Specialist, a principal, an assistant principal, and a campus curriculum facilitator.

Motion unanimously approved.

**27168 Request for Approval of Personnel Recommendation to Hire Chief Schools Officer:** Moved by Brown, seconded by Hawkins to approve the Recommendation to hire Mauricio Marquez as the Chief Schools Officer as presented. Mauricio has worked for ECISD for 27 years, the past three as an executive director of leadership (principal supervisor). He served as a principal for 15 years at Odessa High School, Crockett Middle School, and Blackshear Elementary. He recently completed the Holdsworth Leadership Collaborative program.

For:	Abstained:
Brown	Abalos
Hawkins	
Miller	
Stanley	
Thayer	
Woodall	

Motion passed.

**27169** **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchases Over \$50,000 Informational Report, Quarterly Donation Informational Report, Routine Personnel Report, and Added and Reclassification Memorandum April 2025.

**27170** **Closing Remarks by the Superintendent:** There were no closing remarks.

**27171** **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:16 p.m.

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**Board President**  
*Christopher Stanley*

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**Board Secretary**  
*Dr. Steve Brown*



## **REQUEST FOR APPROVAL OF BILLS FOR PAYMENT**

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 4/10/2025 to 5/7/2025

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 18,689,774.00

**ECTOR COUNTY ISD**  
**CHECK REGISTER**  
**04/10/2025-05/07/2025**

<b>DATE</b>	<b>PAYEE</b>	<b>AMOUNT</b>
4/16	ALERT SERVICES INC	\$ 1,386.00
4/16	ALL ABOARD AMERICA!	2,540.51
4/16	LG AUDIOLOGICAL ENTERPRISES LLC	1,465.00
4/16	AMERIPRIDE SERVICES INC.	546.65
4/16	BSN SPORTS INC	1,420.00
4/16	CONSOLIDATED ELECTRICAL DISTRIBUTORS	62.80
4/16	DEMIDEC RESOURCES	3,175.00
4/16	DIAMOND BUSINESS SERVICES INC	11,778.04
4/16	ELITE SPORTSWEAR L P	216.00
4/16	ELITE SPORTSWEAR L P	2,933.00
4/16	INTERNATIONAL BACCALAUREATE ORGANIZATION	9,500.00
4/16	J W PEPPER & SON INC	629.88
4/16	VITAL SIGNS	4,415.46
4/16	LOU'S CLINICAL LAB INC	630.00
4/16	BAKER & PETSCHKE PUBLISHING LLC	2,070.00
4/16	MIDLAND SAFETY & HEALTH SALES	320.00
4/16	MUSIC IN MOTION	356.07
4/16	AIM MEDIA TEXAS OPERATING LLC	138.25
4/16	O'REILLY AUTO ENTERPRISES LLC	1,227.18
4/16	O REILLY AUTOMOTIVE STORES INC	57.69
4/16	PERMA-BOUND BOOKS	3,986.00
4/16	POSITIVE PROMOTIONS	4,207.22
4/16	SCHOLASTIC BOOK FAIRS	742.95
4/16	SCHOLASTIC BOOK FAIR INC.	5,346.17
4/16	SCHOLASTIC INC	1,675.00
4/16	SCHOLASTIC INC. EDUCATION, LIBRARY, PUBLISHING AND	1,954.37
4/16	SCHOOL OUTFITTERS LLC	4,910.08
4/16	SECURED DOCUMENT SHREDDING INC	1,578.72
4/16	TEXAS ASSOCIATION OF SCHOOL	1,515.00
4/16	PARK PLACE PUBLICATION LP	225.00
4/16	THE BOSWORTH LTD	515.29
4/16	THE LIBRARY STORE	2,101.79
4/16	TRANE U.S. INC.	37,149.00
4/16	WEST MUSIC CO	49,342.72
4/16	GALLS LLC	168.54
4/16	NAPA AUTO PARTS	501.93
4/16	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,341.55
4/16	DECKER INC	553.08
4/16	RIVERSIDE ASSESSMENTS LLC	4,836.88
4/16	BEST CHOICE RESTAURANTS LLC	124.79
4/16	WEST TEXAS FILTERS INC	7,195.21
4/16	BEST CHOICE COFFEE SERVICES LLC	36.00
4/16	SCHOOL SPECIALTY LLC	22,909.94
4/23	4IMPRINT INC	2,223.04
4/23	ALERT SERVICES INC	1,684.00

4/23	ALL ABOARD AMERICA!	8,711.93
4/23	AMERIPRIDE SERVICES INC.	549.41
4/23	BUCK'S WHEEL & EQUIPMENT COMPANY	1,053.25
4/23	AUTOMATIC ICE MACHINE	753.50
4/23	COMPUDATA SOLUTIONS LLC	624.23
4/23	CONSOLIDATED ELECTRICAL DISTRIBUTORS	235.60
4/23	DIAMOND BUSINESS SERVICES INC	238.85
4/23	HENRY SCHEIN INC	100.50
4/23	INDECO SALES INC	7,548.44
4/23	J W PEPPER & SON INC	24.99
4/23	LAKESHORE LEARNING MATERIALS	3,929.08
4/23	NATIONAL ASSOCIATION OF	385.00
4/23	O'REILLY AUTO ENTERPRISES LLC	1,770.58
4/23	REALLY GOOD STUFF LLC	20,591.61
4/23	SECURED DOCUMENT SHREDDING INC	17.16
4/23	TEXAS ART EDUCATION ASSOCIATION (TAEA)	1,050.00
4/23	TEXAS COMPUTER EDUCATION ASSOCIATION	596.00
4/23	WEST MUSIC CO	765.00
4/23	GALLS LLC	610.06
4/23	NAPA AUTO PARTS	1,800.46
4/23	THE SUPPLY ROOM INC	2,451.17
4/23	STONE TOWER GRAFIX	1,429.34
4/23	READ TO THEM	5,339.50
4/23	BEST CHOICE RESTAURANTS LLC	631.95
4/23	BEST CHOICE COFFEE SERVICES LLC	185.88
4/23	SCHOOL SPECIALTY LLC	6,501.51
4/30	4IMPRINT INC	342.09
4/30	AIRGAS USA LLC	26,365.64
4/30	AIRGAS USA LLC	460.61
4/30	ALL ABOARD AMERICA!	6,980.00
4/30	ALL ABOUT HEARING	840.00
4/30	AMERIPRIDE SERVICES INC.	680.50
4/30	ASCD	119.00
4/30	B-LINE FILTER & SUPPLY INC	985.00
4/30	BSN SPORTS INC	2,598.46
4/30	DEMCO INC	577.72
4/30	DEMIDEC RESOURCES	1,135.00
4/30	DIAMOND BUSINESS SERVICES INC	3,717.00
4/30	DUGAN'S BODY SHOP	12,512.73
4/30	FLINN SCIENTIFIC INC	1,833.78
4/30	J W PEPPER & SON INC	259.99
4/30	LAKESHORE LEARNING MATERIALS	3,512.16
4/30	LAWSON PRODUCTS INC	145.28
4/30	AIM MEDIA TEXAS OPERATING LLC	276.50
4/30	ODESSA WINLECTRIC	1,142.50
4/30	O'REILLY AUTO ENTERPRISES LLC	365.33
4/30	ORIENTAL TRADING COMPANY INC	167.17
4/30	PRESIDENT'S EDUCATION AWARDS PROGRAM	263.90
4/30	SCHOLASTIC BOOK FAIRS	2,675.91
4/30	SCHOOL NURSE SUPPLY INC	284.13

4/30	SCHOOL OUTFITTERS LLC	5,892.39
4/30	SECURED DOCUMENT SHREDDING INC	17.16
4/30	SHERWIN WILLIAMS	344.55
4/30	TEXAS ART EDUCATION ASSOCIATION (TAEA)	1,195.00
4/30	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	210.00
4/30	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	499.00
4/30	THE BOSWORTH LTD	1,706.06
4/30	TRANE U.S. INC.	8,271.54
4/30	UNITED STATES ACADEMIC	4,300.00
4/30	WEST MUSIC CO	1,566.00
4/30	BROADWAY MOTORS INC	6,431.84
4/30	GALLS LLC	5,205.29
4/30	BETSY ROSS FLAG GIRL INC	104.00
4/30	HTL OPERATING LLC	871.92
4/30	NAPA AUTO PARTS	1,070.44
4/30	SELERIX SYSTEMS INC	7,308.00
4/30	N J MALIN & ASSOCIATES LLC	159.50
4/30	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	2,594.64
4/30	BEST CHOICE RESTAURANTS LLC	2,487.48
4/30	BEST CHOICE RESTAURANTS LLC	1,880.00
4/30	WEST TEXAS FILTERS INC	13,327.52
4/30	BEST CHOICE COFFEE SERVICES LLC	168.79
4/30	SCHOOL SPECIALTY LLC	22,660.80
4/30	SCHOOL SPECIALTY LLC	3,713.32
4/30	ESSENCE BOTTLING COMPANY OF TEXAS INC	8,778.00
4/30	ODP BUSINESS SOLUTIONS LLC	2,790.25
5/7	ACADEMIC LEARNING COMPANY	15,147.00
5/7	ALL ABOARD AMERICA!	3,815.24
5/7	AMERICAN SALES AND SERVICE INC	1,560.00
5/7	AMERIPRIDE SERVICES INC.	613.28
5/7	AVID CENTER	1,050.00
5/7	BUCK'S WHEEL & EQUIPMENT COMPANY	159.85
5/7	CENTERS FOR CHILDREN & FAMILIES	2,250.00
5/7	AUTOMATIC ICE MACHINE	242.50
5/7	COMPUDATA SOLUTIONS LLC	225.98
5/7	COMPUDATA SOLUTIONS LLC	784.57
5/7	COMPUDATA SOLUTIONS LLC	370.00
5/7	DEMCO INC	971.63
5/7	DIAMOND BUSINESS SERVICES INC	4,430.00
5/7	GRAPHIC SOLUTIONS GROUP	623.18
5/7	HENRY SCHEIN INC	2,308.56
5/7	INTERNATIONAL BACCALAUREATE ORGANIZATION	450.00
5/7	VITAL SIGNS	787.50
5/7	LAKESHORE LEARNING MATERIALS	651.19
5/7	MARK'S PLUMBING PARTS	1,249.00
5/7	ODESSA WINLECTRIC	310.00
5/7	O'REILLY AUTO ENTERPRISES LLC	134.59
5/7	POSITIVE PROMOTIONS	755.52
5/7	REALLY GOOD STUFF LLC	8,513.82
5/7	SCHOOL NURSE SUPPLY INC	207.75

5/7	SCHOOL OUTFITTERS LLC	3,653.97
5/7	SOLUTION TREE INC	2,397.00
5/7	TEXAS COMPUTER EDUCATION ASSOCIATION	149.00
5/7	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	210.00
5/7	BROADWAY MOTORS INC	372.34
5/7	FOLLETT SCHOOL SOLUTIONS INC	303.50
5/7	TYLER BUSINESS FORMS	1,754.82
5/7	NAPA AUTO PARTS	1,110.27
5/7	CONTINENTAL WIRELESS INC.	5,721.15
5/7	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,361.50
5/7	SOUTHERN TIRE MART LLC	1,826.56
5/7	BEST CHOICE RESTAURANTS LLC	1,227.69
5/7	WEST TEXAS FILTERS INC	5,197.57
5/7	SCHOOL SPECIALTY LLC	9,225.86
5/7	CENTURY RESOURCES LLC	1,982.18
5/7	AGIREPAIR INC	8,783.00
4/16	512 TERPS LLC	130.00
4/16	ANGEL ORTIZ	3,200.00
4/16	ACCELERATION ACADEMIES	78,122.00
4/16	ADELLE PEREZ	14.07
4/16	ADVANCE STORES COMPANY , INC.	302.31
4/16	AIDE EMILIANO	25.76
4/16	AIDE GARCIA	20.16
4/16	ALISHA SLIDER	50.26
4/16	ALIVE SANCHEZ	18.34
4/16	ALLEN TEINERT CONSTRUCTION	2,515,709.10
4/16	AMANDA VESELY	58.80
4/16	AMAZON CAPITAL SERVICES	71,477.63
4/16	AMAZON CAPITAL SERVICES	289.78
4/16	ANNA SALINAS	23.38
4/16	ANNIE ARREDONDO	58.52
4/16	ANNIE NELSON	126.98
4/16	ANTHONY SCOTT	70.77
4/16	APOGEE COMPONENTS	2,606.39
4/16	APPLE, INC	329.00
4/16	ASHLEY ROJO	75.46
4/16	ASHLI SATTERWHITE	25.83
4/16	ATHLETIC SUPPLY INC	39,789.50
4/16	ATMOS ENERGY	34,673.25
4/16	AUDIO ACOUSTICS HEARING CENTERS	170.00
4/16	B&H FOTO & ELECTRONICS CORP	127.46
4/16	BECKY QUIROZ	185.43
4/16	BECKY RAMIREZ	41.09
4/16	BEVCAP MANAGEMENT LLC	104,381.56
4/16	BIG BEND TELECOM LTD	4,767.00
4/16	BIMBO BAKERIES USA	1,704.62
4/16	DICK BLICK COMPANY	797.44
4/16	BLUE STAR BUS SALES LTD	94.08
4/16	BRADLEY MERRITT	867.05
4/16	BRAZOS DOOR & HARDWARE	2,640.00

4/16	BRIANNA GARCIA	36.75
4/16	BRIANNA MCDOWELL	350.00
4/16	BRIDGETTE CASAS	40.95
4/16	BRITTANY CROWLEY	19.53
4/16	BRITTANY SWAIM	42.77
4/16	BRUNSON FAMILY BBQ	450.00
4/16	BRYANT GOLDEN	798.00
4/16	CABLE ONE INC	269.38
4/16	CABLE ONE INC	1,467.00
4/16	CAITLIN COUCH	163.66
4/16	CALPINE CORPORATION	105,850.36
4/16	CDW-G	30,535.01
4/16	CENTER FOR THE ADVANCEMENT AND STUDY	950.00
4/16	CHERYL CUNNINGHAM	307.00
4/16	CHERYL HINESLY	44.52
4/16	NBCEC INC	1,348.80
4/16	CHRISTINE DOCKALL	26.46
4/16	CHRISTY KENNEDY	225.96
4/16	CLINT STOWE	194.46
4/16	CULLIGAN WATER CONDITIONING OF WEST TEXAS	276.00
4/16	CUSTOM WHOLESALE SUPPLY INC	173.89
4/16	CUSTOM WHOLESALE SUPPLY INC	704.06
4/16	DANNY LOPEZ	3,000.00
4/16	DARION GATES	857.32
4/16	DS WATERS OF AMERICA INC	48.52
4/16	DSB WORLDWIDE INC	810.00
4/16	ECISD CULINARY ARTS	1,140.00
4/16	EDLIN ROMAN	385.00
4/16	EDLIN ROMAN	2,907.15
4/16	EDUPHORIA INCORPORATED	58,285.50
4/16	EDWARD HANDLEY	1,000.00
4/16	ELEVATE YOUR CLASSROOM	7,600.00
4/16	ELIZABETH GRAY	35.07
4/16	ELIZABETH MARJASON	105.84
4/16	ELLEN SMITH	25.76
4/16	E OFFICIAL ENTERPRISES, INC.	8,000.00
4/16	FLORIDA LEAGUE OF IB SCHOOLS (FLIBS)	3,375.00
4/16	FOLLETT CONTENT SOLUTIONS LLC	2,994.86
4/16	FREDERICKSBURG EDUCATION INITIATIVE, INC	3,520.44
4/16	G H DAIRY	30,476.15
4/16	G & G INVESTMENTS INC	6,092.35
4/16	GARY WEATHERFORD	166.66
4/16	GOT TO SPECIALTIES LLC	930.40
4/16	GRAINGER	1,242.37
4/16	HEIDI L HELFERICH	7.42
4/16	HOME DEPOT USA INC - STORE #562	2,095.73
4/16	IMPERIAL BAG & PAPER COMPANY LLC	13,774.24
4/16	INSOURCE INSURANCE GROUP, LLC	71.57
4/16	KEVIN D BALLARD INC	8,422.40
4/16	J J FLOWER DISTRIBUTION LLC	173.29

4/16	JAMI LYN GATEWOOD	115.78
4/16	JEFF DANIELS	102.00
4/16	JENNIFER WIMBERLEY	56.07
4/16	JERRY MAHANA	1,610.12
4/16	JESUS VALERIANO	378.00
4/16	JOCELYNE AGUERO	28.19
4/16	JOHN'S SALES & SERVICE	1,857.89
4/16	JOIE SEATON	59.29
4/16	JONAS ANZURES	798.69
4/16	B L JONES	1,181.25
4/16	JOSEPH LUCAS	280.00
4/16	JULIA PAREDEZ	34.37
4/16	JUMBURRITO	382.76
4/16	KANDIS SNOWDEN	38.08
4/16	KEELEY BOYER	120.00
4/16	KELBY UPCHURCH	857.40
4/16	KIMBERLY CARRASCO	63.84
4/16	KRISTI EICHER	291.41
4/16	KRONOS INC.	8,250.00
4/16	LA FOODS	37,416.40
4/16	LABATT FOOD SERVICE	61,761.82
4/16	LAKRISHA RODRIGUEZ	12.60
4/16	LAREE MORRIS	6,246.47
4/16	LARISSA HERNANDEZ	774.64
4/16	LAURA SCHEILE	821.88
4/16	LAURA SIKES	313.11
4/16	LAWNMOWER SALES AND SERVICE, INC	1,056.99
4/16	LEGO BRAND RETAIL	5,999.25
4/16	LIDIA C VALENZUELA	41.37
4/16	LILLY TYNER	18.34
4/16	LINDE GAS & EQUIPMENT INC	21.96
4/16	LUCAS GONZALES MESA	236.47
4/16	LVR COMMERCIAL FLOORING	27,219.35
4/16	LINDSAY EIBEN	640.00
4/16	MAHIRA SALINAS	97.79
4/16	MALCOLM XAVIER ERVIN	238.00
4/16	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	31,022.02
4/16	MANUELA ESCAJEDA	360.00
4/16	MARIA ALEJANDRA CACERES MARTINEZ	71.68
4/16	MARIA LOPEZ	608.00
4/16	MARIA ZUBIATE	61.67
4/16	JAYNE B COMPANY	5,000.00
4/16	MARTA ALVARADO	238.00
4/16	MATTHEW MCCRURY	774.64
4/16	MAYRA R ALVAREZ	16.80
4/16	MELISSA CARVER	40.60
4/16	MELISSA COOPER	79.24
4/16	MELLISSA BUTTS	615.96
4/16	MICAH PETTIGREW	15.26
4/16	MICHAEL FLAX	1,476.40

4/16	MICHAEL HAWLEY	55.00
4/16	MICHAEL JOE WILLIAMSON	35.42
4/16	MICHELLE MADRID	175.91
4/16	MIDLAND ODESSA URBAN TRANSIT DISTRICT	725.00
4/16	MONK HOLDINGS LLC	756.00
4/16	MSB SCHOOL SERVICES LLC	165.22
4/16	N-TUNE MUSIC & SOUND INC	2,825.25
4/16	NATALIE GUARA	77.00
4/16	NATHANIEL GARCIA	798.69
4/16	NEXTGEN SECURITY	350.00
4/16	NIMBUS DRINKING WATER SYSTEMS LTD	225.00
4/16	NOBUYUKI SHIRAISHI	182.98
4/16	NUNEZ FENCE	40,300.00
4/16	SEWCO INC	17,234.74
4/16	SEWCO INC	2,756.25
4/16	OMERO CARRASCO	236.47
4/16	PFISD	450.00
4/16	WYLIE ISD	1,253.52
4/16	WYLIE ISD	1,262.72
4/16	OTICON INC	367.74
4/16	PATRICIA LOGAN	163.10
4/16	PBK ARCHITECTS, INC	296,250.00
4/16	PENSKE COMMERCIAL VEHICLES US LLC	116.10
4/16	SHANNON D GAYLOR	453.24
4/16	PETROPLEX OFFICE SUPPLY, INC.	2,210.97
4/16	PRECISION BUSINESS MACHINES INC	3,759.39
4/16	PRISCILLA TORRES	57.33
4/16	PROSOURCE SPECIALTIES LLC	220.32
4/16	PUBLIC IMPACT LLC	600.00
4/16	RICHARD A. ONTIVEROZ	76.50
4/16	RIGO NUNEZ	49.84
4/16	RILEY COFFMAN	207.69
4/16	ROBERTS TRUCK CENTER OF TEXAS	296.31
4/16	ROCIO DAVILA	60.13
4/16	ROCKY PHILLIPS	95.62
4/16	ROMAN HUERTA	48.79
4/16	RON OSBORN INC	14,250.00
4/16	ROSA M DOMINGUEZ	45.43
4/16	RUSSELL D. KING	500.00
4/16	SANDRA BANDA	257.16
4/16	SANDRA BENAVIDEZ	39.55
4/16	SANDRA CLAIBORNE	35.00
4/16	SCRUBS & DUDS	114.00
4/16	THE SEWELL FAMILY OF COMPANIES INC	134.02
4/16	THE SEWELL FAMILY OR COMPANIES INC	3,331.96
4/16	SHALON JORDAN	15.40
4/16	SHANNON CRISWELL	12.74
4/16	SIMS PLASTIC INC	1,296.60
4/16	SIRIA DUTCHOVER	38.57
4/16	SOCORRO RODRIGUEZ	84.14

4/16	SONIA ROCHA	15.75
4/16	STAR TECH GROUP	10,000.00
4/16	STEMARCO DESIGN LLC	30.98
4/16	STEPHANIE VILLAVICENCIO GARCIA	105.14
4/16	SUSAN TREVINO	38.71
4/16	SWEET PIZZA LLC	484.98
4/16	TERRY BRANDON UPCHURCH	236.47
4/16	TERRY HENKELL	937.32
4/16	TEXAS ASSOCIATION OF SCHOOL BOARDS	2,500.00
4/16	TASB, INC	20,406.27
4/16	TEXAS DEPARTMENT OF PUBLIC SAFETY	94.00
4/16	TIM GILLEY	54.60
4/16	TONIA CHANCE	238.00
4/16	TOP OF TEXAS PHOTOGRAPHY INC	908.23
4/16	TROPHY DEN	239.00
4/16	UNITED REFRIGERATION	460.33
4/16	UNIVERSITY OF TEXAS- EL PASO	250.00
4/16	UNIVERSITY OF TX-PERMIAN BASIN	11,227.00
4/16	UT ARLINGTON	1,150.00
4/16	VALERIE HELITON	61.46
4/16	VERIZON WIRELESS SERVICES LLC	524.98
4/16	VICTORIA NORENA	88.62
4/16	WEST TEXAS EDUCATORS	2,823.00
4/16	WHITE HOUSE MEAT MARKET	584.85
4/16	WILLIAM KENT MCCORD	121.94
4/16	ZAPOPAN BUSINESS GROUP LLC	1,649.00
4/16	YOLANDA FRAIRE	54.74
4/23	ABILENE ZOOLOGICAL SOCIETY	706.00
4/23	ADOLPH KIEFER & ASSOCIATES LLC	95.98
4/23	AIR TUTORS LLC	145,435.50
4/23	ALPHA FOODS CO.	40,458.60
4/23	AMANDA PARSONS	280.00
4/23	AMANDA WEBBER	451.00
4/23	AMAVILIA GALINDO	186.00
4/23	AMAZON CAPITAL SERVICES	50,036.38
4/23	AQUILA ENVIRONMENTAL LLC	194,915.11
4/23	ASHLEY M DUNN	49.77
4/23	AT&T LONG DISTANCE	60.91
4/23	ATHLETIC SUPPLY INC	1,737.00
4/23	BIMBO BAKERIES USA	2,186.20
4/23	BLAIR LAWSON	191.00
4/23	BLANCA LUJAN	55.23
4/23	DICK BLICK COMPANY	2,062.22
4/23	BOYD'S EVENTS LLC	4,650.00
4/23	BRAUN BEEF & CO INC	8,393.28
4/23	BRIANA ARIAS PARRA	186.00
4/23	BRIANNA MCDOWELL	191.00
4/23	BRIANNA MCDOWELL	102.00
4/23	CDW-G	1,519,753.37
4/23	NBCEC INC	933.82

4/23	CHRISTIAN NINO ZUNIGA	430.00
4/23	CHRISTINA LORRAINE BUTLER	191.00
4/23	CHRISTINA MUNOZ	18.34
4/23	CHRISTOPHER MEISE	2,112.19
4/23	CLINT STOWE	280.00
4/23	COCA-COLA SOUTHWEST BEVERAGES LLC	1,642.49
4/23	CULLIGAN WATER CONDITIONING OF WEST TEXAS	153.00
4/23	DALE'S STORES	843.00
4/23	DANA SAFETY SUPPLY	1,903.28
4/23	DANIELLA GARCIA	186.00
4/23	DAXWELL	12,169.50
4/23	DEANNA MCBRIDE	63.07
4/23	ECTOR COUNTY UTILITY DISTRICT	12,862.60
4/23	EDLIN ROMAN	1,151.00
4/23	ELODIA RUBIO-ESTOPELLAN	230.00
4/23	FEDERICO AVILA	435.50
4/23	FIDENCIA GUTIERREZ	9.80
4/23	FIRST FINANCIAL ADMINISTRATORS	2,418.78
4/23	FOLLETT CONTENT SOLUTIONS LLC	1,809.02
4/23	FRANCISCA VARELA	186.00
4/23	G & G INVESTMENTS INC	3,575.00
4/23	GOPHER SPORT	210.33
4/23	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
4/23	IMPERIAL BAG & PAPER COMPANY LLC	533.06
4/23	KEVIN D BALLARD INC	591.75
4/23	JAVIER RUIZ	732.00
4/23	JLG PR CONSULTING LLC	1,500.00
4/23	JUANA GAYTAN	15.12
4/23	JUANA HERNANDEZ	34.02
4/23	JUANITA OCON	23.80
4/23	KELCY WEST	34.93
4/23	KENZY CLIFTON	186.00
4/23	KIMBERLY GUERRA	34.79
4/23	LAURA SIKES	296.94
4/23	LEGACY MOTORCYCLE ENTERPRISE INC	251.90
4/23	LISA WILLS	138.00
4/23	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	22,845.34
4/23	MARCOS NINO	280.00
4/23	MARIA ORTIZ	1,743.85
4/23	MARK GABRYLCZYK	715.40
4/23	MARLA HOPPINS	44.45
4/23	MAXI AIDS INC	28.25
4/23	MIRIAM VALLECILLO	25.34
4/23	MONK HOLDINGS LLC	12.00
4/23	MSB SCHOOL SERVICES LLC	66.76
4/23	NATHANIEL GARCIA	2,309.38
4/23	NATHANIEL JORDAN	186.00
4/23	NATIONAL FOOD GROUP INC	15,600.00
4/23	NOHEMI YBARRA	15.82
4/23	ODESSA COLLEGE	4,282.50

4/23	ODESSA EAST ROTARY CLUB	720.00
4/23	SEWCO INC	21,576.29
4/23	SEWCO INC	5,532.63
4/23	OTIS ELEVATOR COMPANY INC	556.16
4/23	PERMIAN MOVERS, INC.	2,706.50
4/23	PETROPLEX OFFICE SUPPLY, INC.	4,510.00
4/23	REGION 16 EDUCATION SERVICE CENTER	400.00
4/23	REGION 18 EDUCATION SERVICE CENTER	250.00
4/23	REGION 20 EDUCATION SERVICE CENTER	400.00
4/23	RHONDA LONG	64.61
4/23	WILLIAM MARCH RICE UNIVERSITY	620.00
4/23	ROBBINS SALES CO INC	23,038.40
4/23	ROBERT CONTRERAS	19,950.50
4/23	ROSA HERNANDEZ	14.84
4/23	ROSAS CAFE & TORTILLA FACTORY LTD	174.94
4/23	S.A. PIAZZA & ASSOC. INC	41,516.16
4/23	SYNCHRONY BANK SAM'S CLUB	663.30
4/23	SCOTT WINDHAM	1,402.00
4/23	SENOVIO ORTIZ	186.00
4/23	THE SEWELL FAMILY OR COMPANIES INC	400.00
4/23	SHERRY MILLER	7.00
4/23	SPECIAL OLYMPICS TEXAS	400.00
4/23	STEMARCO DESIGN LLC	4,289.55
4/23	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
4/23	SWEET PIZZA LLC	512.99
4/23	SYSCO USA, INC	29,885.44
4/23	TABITHA HONEYFIELD	8.00
4/23	FRANK E GOMEZ	2,400.00
4/23	TARPLEY MUSIC COMPANY	390.00
4/23	TERESA MOLINAR	13.16
4/23	TERRACON CONSULTANTS INC	15,040.00
4/23	TEXAS ASSOCIATION OF JOURNALISM EDUCATORS	300.00
4/23	TEXAS DEPARTMENT OF LICENSING AND REGULATION	20.00
4/23	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
4/23	TEXAS SCHOOL FOR THE DEAF	200.00
4/23	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
4/23	THE PITNEY BOWES	10.14
4/23	TODD NICHOLAS FOX	11,832.55
4/23	TRACI AVILA	9.80
4/23	VERIZON WIRELESS SERVICES LLC	858.57
4/23	VERIZON WIRELESS SERVICES LLC	2,495.95
4/23	WALSWORTH PUBLISHING CO	1,252.06
4/23	WEST TEXAS EDUCATORS	2,623.00
4/23	WILLIAM KENT MCCORD	280.00
4/23	WILLIAM UTSLER	487.70
4/23	ZAPOPAN BUSINESS GROUP LLC	1,269.20
4/23	WORTHINGTON DIRECT INC	14,714.81
4/23	XEROX CORPORATION	5,027.93
4/23	YOLANDA MARTINEZ	10.36
4/23	YVETTE ABILA	105.42

4/23	ZULEMA PALOMINO	41.58
4/29	WEST TEXAS EDUCATORS	204,111.99
4/30	512 TERPS LLC	300.00
4/30	ANGEL ORTIZ	4,800.00
4/30	PIZZA HUT 35511	80.00
4/30	ALEXANDER RIVAS	16,174.49
4/30	AMAZON CAPITAL SERVICES	42,112.45
4/30	AMAZON CAPITAL SERVICES	673.68
4/30	AMERICAN FAMILY LIFE & CANCER	41.50
4/30	AMERICAN FAMILY LIFE & CANCER	6.00
4/30	ANDERSON TILE SALES INC	27.31
4/30	APPLE, INC	329.00
4/30	APRIL BROOKSHIRE	40.53
4/30	ASSOCIATION OF TEXAS	2,765.57
4/30	AT&T	10,045.05
4/30	AT&T MOBILITY	62.42
4/30	ATHLETIC SUPPLY INC	17,349.00
4/30	ATKINS HOLLMAN JONES PEACOCK	24,952.41
4/30	ATTAINMENT COMPANY, INC.	493.50
4/30	AUDIO ACOUSTICS HEARING CENTERS	605.00
4/30	BETSY CLARK	55.00
4/30	BIG DADDY'S	2,015.04
4/30	BIMBO BAKERIES USA	752.12
4/30	BOSS DEZIGNS	95.00
4/30	BUSINESS PROFESSIONALS AMERICA	835.00
4/30	CASHWAY WEST, INC.	89.99
4/30	CDW-G	19,206.66
4/30	CENTRAL NATIONAL GOTTESMAN INC	2,463.70
4/30	CHAMPIONSHIP PRODUCTIONS INC	199.99
4/30	NBCEC INC	167.09
4/30	CHRISTOPHER HARRISON	185.00
4/30	CINERGY ENTERTAINMENT ODESSA INC	2,600.05
4/30	CINERGY ENTERTAINMENT ODESSA INC	1,788.14
4/30	CIRCLE P RANCH SUPPLY INC	451.21
4/30	COMMERCIAL FOOD SERVICE	12,369.60
4/30	CROWN EQUIPMENT INC	1,000.00
4/30	CRYSTAL DAY	857.20
4/30	CTBOOK HOLDINGS	8,980.00
4/30	CUMMINS SOUTHERN PLAINS LLC	4,495.80
4/30	CURRICULUM ASSOCIATES INC	33,000.00
4/30	CUSTOM WHOLESALE SUPPLY INC	4,200.27
4/30	CUSTOMINK, LLC	512.47
4/30	DAVID STONE	54.00
4/30	DESTINATION IMAGINATION INC.	165.00
4/30	DESTINATION IMAGINATION INC.	165.00
4/30	TWIN CITIES BOWLING INC	2,247.50
4/30	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	141,375.00
4/30	DOMINIQUE AVILA	186.00
4/30	ECISD EDUCATION FOUNDATION	734.70
4/30	ECOLAB INC	7,146.72

4/30	ERIC ARMIN INC	4,627.00
4/30	FAMILY & CONSUMER SCIENCES	26.88
4/30	FAMILY SUPPORT REGISTRY	1,186.00
4/30	FIRST FINANCIAL ADMINISTRATORS	30,904.02
4/30	FIRST FINANCIAL ADMINISTRATORS	13,965.00
4/30	FIRST FINANCIAL ADMINISTRATORS	79,893.33
4/30	FIRST FINANCIAL ADMINISTRATORS	2,725.00
4/30	FIRST FINANCIAL ADMINISTRATORS	100.00
4/30	FIRST FINANCIAL ADMINISTRATORS	200.00
4/30	FIRST FINANCIAL ADMINISTRATORS	14,448.50
4/30	FIRST FINANCIAL ADMINISTRATORS	1,155.54
4/30	FIRST FINANCIAL ADMINISTRATORS	8,728.86
4/30	FIRST FINANCIAL ADMINISTRATORS	6,109.08
4/30	FIRST FINANCIAL ADMINISTRATORS	6,623.73
4/30	FIRST FINANCIAL ADMINISTRATORS	5,475.32
4/30	FIRST FINANCIAL ADMINISTRATORS	67,860.96
4/30	FIRST FINANCIAL ADMINISTRATORS	2,528.06
4/30	FLORIDA LEAGUE OF IB SCHOOLS (FLIBS)	2,250.00
4/30	FOLLETT CONTENT SOLUTIONS LLC	3,882.92
4/30	G H DAIRY	43,845.05
4/30	G H DAIRY	7,429.81
4/30	GALLAGHER CONSTRUCTION COMPANY LP	220,455.91
4/30	G & G INVESTMENTS INC	242.19
4/30	GARDENDALE WATER CO	108.00
4/30	GERARDO JIMENEZ	546.25
4/30	GOPHER SPORT	3,272.81
4/30	GOT TO SPECIALTIES LLC	206.25
4/30	GRANDE COMMUNICATIONS NETWORK LLC	6,719.22
4/30	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
4/30	HIGH TIDE TECHNOLOGIES LLC	1,279.20
4/30	HILBERTO OCHOA	18.15
4/30	HOME DEPOT USA INC - STORE #562	14,315.93
4/30	HUMBERTO HERNANDEZ JR	8,706.77
4/30	IMPERIAL BAG & PAPER COMPANY LLC	6,444.74
4/30	INSOURCE INSURANCE GROUP, LLC	71.57
4/30	ISPHERE INNOVATION PARTNERS LLC	13,575.00
4/30	IVA HODGES	67.88
4/30	JEFF DANIELS	414.00
4/30	JEFF ELLISON	30.00
4/30	JESSICA DENNEY	6,949.58
4/30	JNT RESOURCES PARTNERS LP	41,243.33
4/30	JOHN'S SALES & SERVICE	42.00
4/30	JONAS ANZURES	1,486.00
4/30	JROTC DOG TAGS INC	3,773.28
4/30	K. B. SAFE & LOCK CO	744.50
4/30	LABATT FOOD SERVICE	126,113.87
4/30	LAURA SCHEILE	1,610.00
4/30	LINDE GAS & EQUIPMENT INC	5,899.04
4/30	LISCO, LLP.	7,442.38
4/30	LUNCH MONY INC	1,779.70

4/30	MARCUS MCGLOWN	185.00
4/30	MARIA HERNANDEZ	40.00
4/30	MARLIN LEASING CORPORATION	953.65
4/30	MELLISSA BUTTS	1,486.00
4/30	MOBILE COMMUNICATION AMERICA INC	1,688.00
4/30	MONK HOLDINGS LLC	2,010.00
4/30	N-TUNE MUSIC & SOUND INC	3,231.50
4/30	NARDONE BROS. BAKING CO. INC.	39,957.30
4/30	NATHANIEL GARCIA	1,486.00
4/30	NCS PEARSON INC	313.76
4/30	NETSYNC NETWORK SOLUTIONS	19,512.30
4/30	STATE OF NEW MEXICO	300.00
4/30	NEW MEXICO TAXATION & REVENUE DEPARTMENT	1,217.43
4/30	NEXTGEN SECURITY	5,474.00
4/30	ODESSA CHAMBER OF COMMERCE	450.00
4/30	ODESSA COLLEGE	45,732.00
4/30	ODESSA FAMILY YMCA	75.00
4/30	ODESSA SIGN SOLUTION LLC	3,877.50
4/30	SEWCO INC	40,798.00
4/30	CHELSEY ELLIOTT	300.00
4/30	KIMBERLY MESTA	300.00
4/30	TARA CROUCH	300.00
4/30	PBK ARCHITECTS, INC	9,890.92
4/30	PENSKE COMMERCIAL VEHICLES US LLC	1,933.49
4/30	SHANNON D GAYLOR	1,028.06
4/30	PETROPLEX OFFICE SUPPLY, INC.	8,483.09
4/30	PRECISION BUSINESS MACHINES INC	1,549.26
4/30	PROJECT LEAD THE WAY INC	24,275.80
4/30	REGION 18 EDUCATION SERVICE CENTER	150.00
4/30	RICKY HICKEY	1,596.50
4/30	ROBBINS SALES CO INC	32,139.52
4/30	ROBERTS TRUCK CENTER OF TEXAS	1,228.91
4/30	ROSAS CAFE & TORTILLA FACTORY LTD	369.79
4/30	ROSELL D CAUFIELD	2,600.00
4/30	RUSSELL D. KING	263.00
4/30	SAFEBUILT TEXAS LLC	108,482.00
4/30	THE SEWELL FAMILY OR COMPANIES INC	53,690.00
4/30	SHEENA SALCIDO	26.53
4/30	SIMS PLASTIC INC	1,453.98
4/30	SOUTHERN MAID DONUTS	171.00
4/30	STEMARCO DESIGN LLC	135.88
4/30	STEVEN FLORES	185.00
4/30	SWEET PIZZA LLC	443.71
4/30	SYSCO USA, INC	25,627.82
4/30	TAVIS BROWN	1,486.00
4/30	TEXAS BOOK COMPANY	347.50
4/30	TEACHER CREATED MATERIALS INC	2,513.54
4/30	TERRY BRANDON UPCHURCH	1,486.00
4/30	TEXAS AFT AMP	246.00
4/30	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	57.00

4/30	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	369.26
4/30	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	67.80
4/30	TEXAS LIFE INSURANCE CO	150,444.99
4/30	TEXAS SCHOOL NURSE ADMINISTRATORS ASSOCIATION	600.00
4/30	TEXAS STATE TEACHERS ASSOCIATION	39,213.42
4/30	TEXAS TECH UNIVERSITY	34,483.00
4/30	THE CINCINNATI LIFE INS. CO	20.04
4/30	THE CINCINNATI LIFE INS. CO	208.15
4/30	THE RON CLARK ACADEMY	3,225.00
4/30	UNITED REFRIGERATION	1,703.48
4/30	UNITED WAY OF ODESSA	5,577.28
4/30	VANESSA CASTILLO	3,600.00
4/30	VERIZON WIRELESS SERVICES LLC	4,224.81
4/30	WHITE HOUSE MEAT MARKET	569.40
4/30	WILLIAM MCGILVRAY	1,486.00
4/30	XEROX CORPORATION	15,954.12
4/30	ZACKARY TRAVIS	5,500.00
5/7	2W INTERNATIONAL LLC	3,500.00
5/7	ACCELERATION ACADEMIES	64,130.00
5/7	ADOLPH KIEFER & ASSOC.	126.48
5/7	AGPARTS WORLDWIDE INC	28,200.00
5/7	ALBERT J VALENCIA	153.65
5/7	ALEX CARPENTER	185.00
5/7	AMANDA PADILLA	71.47
5/7	AMAZON CAPITAL SERVICES	109,898.03
5/7	AMAZON CAPITAL SERVICES	4,067.81
5/7	AMELIA WASSEL	22.61
5/7	AMY JONES	69.79
5/7	ANGELA AGUIRRE	71.05
5/7	ANTHONY JOEL SOROLA	5.16
5/7	ANTHONY SCOTT	79.14
5/7	ANTONIO ROSSINI	1,126.88
5/7	APPLE, INC	1,071.00
5/7	AQUILA ENVIRONMENTAL LLC	233,898.13
5/7	ASSOCIATION FOR COMPENSATORY EDUCATORS OF TEXAS	1,300.00
5/7	AT&T	73.31
5/7	AT&T	1,847.65
5/7	ATHLETIC SUPPLY INC	250.00
5/7	ATHLETIC SUPPLY INC	7,300.00
5/7	BARRY BROTHERS, LLC	728.10
5/7	BELINDA K MARTINEZ	12,000.00
5/7	BIMBO BAKERIES USA	1,308.22
5/7	BLUE STAR BUS SALES LTD	160.72
5/7	BRADEN ADAMS	71.89
5/7	BRAUN BEEF & CO INC	12,718.08
5/7	BRITTANY MOLINAR	348.71
5/7	BRUNSON FAMILY BBQ	123.71
5/7	CALPINE CORPORATION	153,394.85
5/7	CASHWAY WEST, INC.	29.99
5/7	CDW-G	366,228.55

5/7	CELESTE POTTER	1,194.81
5/7	CENGAGE LEARNING INC	50.00
5/7	CENTRAL NATIONAL GOTTESMAN INC	312.50
5/7	CHANTAL HERNANDEZ	31.99
5/7	CHERE TONE	90.00
5/7	NBCEC INC	80.59
5/7	CHRIS MINEO	17.00
5/7	CHRISTINA LORRAINE BUTLER	536.00
5/7	CHRISTY KENNEDY	360.64
5/7	CLINT STOWE	191.03
5/7	COACHCOMM LLC	3,490.00
5/7	CORRAL ENVIRONMENTAL CONSULTING LLC	7,980.00
5/7	CRAIG A FREIBURGER	84.00
5/7	CRISTA MITCHEL	122.22
5/7	HOHENBERGER INC	443,499.37
5/7	CULLIGAN WATER CONDITIONING OF WEST TEXAS	1,111.04
5/7	CUMMINS SOUTHERN PLAINS LLC	1,508.55
5/7	DALE'S ALIGNMENT & BRAKE SERVICE INC	727.54
5/7	DANIEL P TIMMONS	85.61
5/7	DELESA STYLES	27.00
5/7	DELESA STYLES	12.00
5/7	DONALD H. & SHARI A. RILEY	3,180.00
5/7	DRAMATIST PLAY SERVICE	325.00
5/7	DRU SMITH	185.00
5/7	E-CONTROL SYSTEMS, INC.	1,385.00
5/7	ELISHA SESSIONS	280.00
5/7	ELUMA LLC	92,524.50
5/7	EMILY R CHASCO	55.79
5/7	EMILY REKER	310.00
5/7	ENELICIA M RIVERA	553.67
5/7	FIRST FINANCIAL ADMINISTRATORS	51,343.28
5/7	FIRST FINANCIAL ADMINISTRATORS	6,092.24
5/7	FIRST FINANCIAL ADMINISTRATORS	28,023.96
5/7	FIRST FINANCIAL ADMINISTRATORS	132,567.60
5/7	FOLLETT CONTENT SOLUTIONS LLC	993.36
5/7	FRANCES CARLOS	254.20
5/7	FRANCES CARLOS	423.94
5/7	G H DAIRY	28,518.13
5/7	G & G INVESTMENTS INC	2,299.60
5/7	GARDENDALE WATER CO	52.00
5/7	GEORGE F GOMEZ	4,700.00
5/7	GOPHER SPORT	3,256.40
5/7	GOT TO SPECIALTIES LLC	290.50
5/7	GRAINGER	3,722.81
5/7	GREGORY HAMMON	404.47
5/7	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	585.20
5/7	HAPPY GRINGO LLC	1,611.07
5/7	HEALTH SERVICES ADMINISTRATION	704.74
5/7	HEALTH SERVICES ADMINISTRATION	23,757.33
5/7	HOME DEPOT USA INC - STORE #562	772.59

5/7	HORTENCIA DEL BOSQUE	255.05
5/7	RITCHIE VINCENT INC	12,150.00
5/7	IMPERIAL BAG & PAPER COMPANY LLC	7,758.40
5/7	J HIGGINS LTD INC	2,246.31
5/7	JAMI LYN GATEWOOD	92.12
5/7	JERMIL LEWIS	185.00
5/7	JESSE GARCIA	376.35
5/7	JNT RESOURCES PARTNERS, LP	4,027.44
5/7	JNT RESOURCES PARTNERS, LP	25,314.08
5/7	JONATHAN STREBECK	194.17
5/7	JONERIK DOMINGUEZ	177.87
5/7	JOSE RAPHAEL MASONSONG	118.23
5/7	JULIA KELTON	229.95
5/7	JULIE SORUM	387.17
5/7	THE JUNE SHELTON AND EVALUATION CENTER	8,000.00
5/7	KAIGE KUBOTA LLC	11,880.00
5/7	KANDIS SNOWDEN	71.68
5/7	KELLY EVANS CONSTRUCTION. LLC	26,164.00
5/7	KIMBERLY ANN LUNA	120.00
5/7	KIMBERLY BRYER	124.04
5/7	KIRSTEN TAYLOR	33.22
5/7	KRISTI EICHER	287.70
5/7	LABATT FOOD SERVICE	60,965.22
5/7	LEASE SERVICING CENTER INC	23,334.60
5/7	LINDE GAS & EQUIPMENT INC	193.54
5/7	LISA MIKEL	1,362.88
5/7	LISA WILLS	68.00
5/7	LUNCH MONY INC	196.05
5/7	M&M PARTY RENTALS LLC	2,913.00
5/7	MAHIRA SALINAS	108.29
5/7	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	44,450.61
5/7	MARIA ZUBIATE	75.32
5/7	MARK CRISSINGER	409.33
5/7	MATTHEW SPIVY	741.45
5/7	MAYFIELD PAPER COMPANY	71.49
5/7	MICHAEL ELLIS	310.00
5/7	MICHAEL FLAX	162.00
5/7	MICHELLE C WHITE	460.70
5/7	MIDLAND SPORTS INC	3,780.00
5/7	MIDLAND SPORTS INC	2,475.00
5/7	MIGHTY WASH OPERATIONS LLC	1,225.00
5/7	MIKE SYVERSON	18.00
5/7	MOBILE COMMUNICATION AMERICA INC	2,548.00
5/7	MONK HOLDINGS LLC	1,040.00
5/7	MSB SCHOOL SERVICES LLC	2,041.12
5/7	N-TUNE MUSIC & SOUND INC	45,223.88
5/7	NATALIE GUARA	92.40
5/7	NAYELI OLIVAREZ	90.51
5/7	NCS PEARSON INC	4,424.00
5/7	NCULLUM ENTERPRISES LLC	867.50

5/7	NETSYNC NETWORK SOLUTIONS	6,504.10
5/7	NEXTGEN SECURITY	8,132.35
5/7	NOBUYUKI SHIRAISHI	234.78
5/7	NUNEZ FENCE	29,000.00
5/7	ODESSA COLLEGE	56,636.43
5/7	ODESSA SIGN SOLUTION LLC	25.00
5/7	SEWCO INC	2,954.30
5/7	SEWCO INC	9,550.77
5/7	OLIVIA PORRAS	153.16
5/7	PARKHILL, SMITH & COOPER, INC.	128,338.31
5/7	PARKHILL, SMITH & COOPER, INC.	137,260.53
5/7	PATHWAYZ COMMUNICATIONS INC	5,373.06
5/7	PENSKE COMMERCIAL VEHICLES US LLC	4,160.94
5/7	SHANNON D GAYLOR	770.00
5/7	PETROPLEX OFFICE SUPPLY, INC.	541.94
5/7	PRECISION BUSINESS MACHINES INC	4,995.00
5/7	PROSOURCE SPECIALTIES LLC	499.19
5/7	RAY DOMINGUEZ	88.95
5/7	RICHARD A. ONTIVEROZ	12.00
5/7	RIGO NUNEZ	43.12
5/7	ROBERTS TRUCK CENTER OF TEXAS	1,545.25
5/7	ROMAN HUERTA	24.64
5/7	RON OSBORN INC	45,200.00
5/7	RUSSELL D. KING	80.00
5/7	SAM'S CLUB DIRECT	20.76
5/7	SYNCHRONY BANK	17,701.03
5/7	SAVANNAH FLORES	60.00
5/7	SCHOOL NUTRITION ASSOCIATION SERVICE CENTER	1,807.00
5/7	SCOTT RUDES	672.96
5/7	STEMARCO DESIGN LLC	3,148.85
5/7	STEMARCO DESIGN LLC	279.99
5/7	STEPHEN TROUB	124.72
5/7	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
5/7	SUSANA M CHASCO	1,127.72
5/7	SUZETTE TRUJILLO	73.55
5/7	SWEET PIZZA LLC	155.49
5/7	SWIVL, INC.	2,967.00
5/7	SYSCO USA, INC	6,447.84
5/7	TEACHER CREATED MATERIALS INC	88,311.04
5/7	TENNIS OUTLET	544.95
5/7	TEXAS DEPARTMENT OF LICENSING AND REGULATION	1,540.00
5/7	TEXAS EXCAVATION SAFETY SYSTEM, INC.	23.00
5/7	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
5/7	TRACEY BORCHARDT	242.20
5/7	TRAVIS COOPER	105.07
5/7	TREVOR PRESLAR	1,903.00
5/7	TRIPLE TREATS ODESSA INC	42.25
5/7	TRUE NORTH CONSULTING GROUP LLC	16,403.15
5/7	ERS - TEXAS SOCIAL SECURITY PROGRAM	35.00
5/7	TYLER THOMPSON	600.00

5/7	ULADIMIR LOPEZ	83.30
5/7	UNITED REFRIGERATION	18,095.75
5/7	THE UNIVERSITY OF TEXAS AT AUSTIN	27,500.00
5/7	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	7,397.50
5/7	WALSWORTH PUBLISHING CO	5,375.18
5/7	RANCH SUPPLY OF ODESSA	5,700.00
5/7	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	331.95
5/7	WELLSPRING TELEHEALTH	10,965.00
5/7	ZAPOPAN BUSINESS GROUP LLC	6,496.35
5/7	ZAPOPAN BUSINESS GROUP LLC	3,522.00
4/10	UTPB	283,128.00
4/14	PCARX LLC	103,721.29
4/14	AETNA LIFE INSURANCE COMPANY	480,252.32
4/17	AETNA LIFE INSURANCE COMPANY	119,993.20
4/21	AETNA LIFE INSURANCE COMPANY	364,649.59
4/24	PCARX LLC	89,630.62
4/28	VERUSRX LLC	49,754.96
4/28	AETNA LIFE INSURANCE COMPANY	429,304.25
4/28	PCARX LLC	111,196.01
4/28	CAREATC INC	5,862.18
4/28	CAREATC INC	2,912.00
4/30	ALAMO TITLE COMPANY	5,095,588.10
4/15	TEA-CRT	10,000.00
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	868
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 18,689,774.00



**REQUEST FOR APPROVAL OF  
ACCEPTANCE OF DONATIONS OVER \$10,000**

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

<b>Amount</b>	<b>Fund</b>	<b>From</b>	<b>Description</b>
23,104	199	Reagan ES PTO	Bleachers for outdoor track area
13,500	199	Diamondback Energy	GT Super Saturday Conference 2025 and Chess Champs Tournament

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

## Approvals | Power Automate

### Donation Submission #265 - \$10,000 or more

Requested by **Jennifer Bizzell** <[Jennifer.Bizzell@ectorcountysd.org](mailto:Jennifer.Bizzell@ectorcountysd.org)>

Date Created Wednesday, April 23, 2025 8:53 AM

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.  
Superintendent approval required for a single donation/gift of \$10,000 or more.

Campus: 118 - Reagan Elementary Magnet  
Principal/Non-Campus Administrator: Jennifer Bizzell  
Name of Donor: Reagan PTO -Courtney Heap  
Email/Phone of Donor: 432-553-2214  
Donor Mailing Address: 2123 E. 21st  
Donation Description: Bleachers by the outdoor track  
Type of Donation: Physical items  
Value\*: 23103.54

\*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: Seating for track events  
Item/Service: PTO paid for and donated to school  
Purpose of Purchase: PTO paid for out of their funds

Approve

Comments

Acctg - pls record value of this wonderful gift of bleachers in 57xx and 66xx for this campus.

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**Playgrounds Etc.**

1410 W Texas Ave.  
Midland, TX 79701  
432-687-6388

**Bid**

Date	Bid #
4/12/2025	32722

Name / Address
Ector County ISD 802 North Sam Houston Odessa TX 79761

Notes to Client

Rep	Project Location	Project		
David Kitch	Reagan Elementary	Bleachers		
Item	Description	Qty	Rate	Total
NB-0324ASTD	NON ELEVATED 3 ROW x 24'-0" BLEACHER	5	\$2,812.44	\$14,062.20
Freight	Freight	1		\$2,235.00
Installation	Installation of items listed on this proposal	1		\$5,857.14
Surcharge	Material Surcharge	1		\$949.20

<b>SubTotal</b>	<b>\$23,103.54</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$23,103.54</b>

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

## Approvals | Power Automate

### Donation Submission #260 - \$10,000 or more

Requested by **Vanessa Brower** <[Vanessa.Brower@ectorcountyisd.org](mailto:Vanessa.Brower@ectorcountyisd.org)>

Date Created Thursday, April 10, 2025 10:26 AM

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.

Campus: 881 - Advanced Academic Services

Principal/Non-Campus Administrator: Dr. Kristen Vesely

Name of Donor: Diamondback Energy

Email/Phone of Donor: acolquitt@diamondbackenergy.com

Donor Mailing Address: c/o Ashley Colquitt 500 W. Texas Avenue, Midland, TX 79701

Donation Description: Diamondback Energy Donation to ECISD Advanced Academic Services

Type of Donation: Check

Value\*: 13500

\*Values assigned for donation of equipment or services is for internal reporting purposes only.

This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: \$10,000 for GT Super Saturday Conference 2025, \$3,500 for Chess for Champs Tournament 2026

Item/Service: Keynote speaker at GT Super Saturday and Sponsor for Chess for Champs Annual GT Chess Tournament

Purpose of Purchase: Keynote speaker fees and supplies and materials for the chess tournament.

Approve

Reject

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## **REQUEST FOR APPROVAL OF THE QUARTERLY INVESTMENT REPORT**

Attached is a quarterly report on District investments representing investments for the months of January 2025 through March 2025. The District's investments are governed by the Public Funds Investment Act, Texas Government Code (Chapter 2256) and legal and local policies CDA. Every effort is made to maximize investment earnings while protecting the District's assets.

The report represented is in compliance with legislation that requires quarterly reporting.

\*\*\*\*\*

Administrative Recommendation:

Approval of Quarterly Investment Report

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY REPORT OF INVESTMENTS  
 FOR THE PERIOD FROM JANUARY 1, 2025 THRU MARCH 31, 2025



	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)	
<b>TEXPOOL</b>												
GENERAL FUND	\$ 6,073,909.54	49	12,595,039.39	6	15,565,306.76	82,567.90	\$ 3,186,210.07	23.72%	\$ 3,186,210.07	\$ 3,186,210.07	\$ -	
SCHOOL NUTRITION FUND	9,853,506.08	0	-	0	-	106,330.82	9,959,836.90	74.15%	9,959,836.90	9,959,836.90	-	
SPECIAL FUNDS	277,476.27	2	4,601.02	0	-	3,018.28	285,095.57	2.12%	285,095.57	285,095.57	-	
<b>TEXPOOL</b>	<b>\$ 16,204,891.89</b>	<b>51</b>	<b>12,599,640.41</b>	<b>6</b>	<b>15,565,306.76</b>	<b>191,917.00</b>	<b>\$ 13,431,142.54</b>	<b>100.00%</b>	<b>\$ 13,431,142.54</b>	<b>\$ 13,431,142.54</b>	<b>\$ -</b>	
% OF GRAND TOTAL	3.85%						2.89%					
<b>TEXPOOL PRIME</b>												
GENERAL FUND	\$ 27,081,099.48	21	50,635,306.76	5	72,905,125.56	151,555.25	\$ 4,962,835.93	1.47%	\$ 4,962,835.93	\$ 4,962,835.93	\$ -	
DEBT SERVICE FUND	14,814,455.79	3	37,905,125.56	1	16,083,004.05	272,163.50	36,908,740.80	10.92%	36,908,740.80	36,908,740.80	-	
CAPITAL PROJECTS 2024A	188,317,828.09	2	12,098.02	14	9,740,776.60	2,055,714.18	180,644,863.69	53.46%	180,644,863.69	180,644,863.69	-	
CAPITAL PROJECTS 2024B	97,473,273.28	0	-	0	-	1,083,526.45	98,556,799.73	29.16%	98,556,799.73	98,556,799.73	-	
SPECIAL FUNDS PRIME	-	1	5,000,000.00	0	-	2,452.89	5,002,452.89	1.48%	5,002,452.89	5,002,452.89	-	
MEDICAL TRUST FUND	5,305,539.62	3	3,650,000.00	10	4,775,000.00	48,860.03	4,229,399.65	1.25%	4,229,399.65	4,229,399.65	-	
WORKER'S COMP FUND	7,544,938.05	0	-	0	-	83,870.59	7,628,808.64	2.26%	7,628,808.64	7,628,808.64	-	
<b>TEXPOOL PRIME</b>	<b>\$ 340,537,134.31</b>	<b>30</b>	<b>97,202,530.34</b>	<b>30</b>	<b>103,503,906.21</b>	<b>3,698,142.89</b>	<b>\$ 337,933,901.33</b>	<b>100.00%</b>	<b>\$ 337,933,901.33</b>	<b>\$ 337,933,901.33</b>	<b>\$ -</b>	
% OF GRAND TOTAL	80.84%						72.83%					
<b>LONE STAR</b>												
GENERAL FUND	\$ 260,997.50	0	-	0	-	2,803.10	\$ 263,800.60	26.31%	\$ 263,800.60	\$ 263,800.60	\$ -	
WORKER'S COMP FUND	731,043.72	0	-	0	-	7,851.37	738,895.09	73.69%	738,895.09	738,895.09	-	
<b>LONE STAR</b>	<b>\$ 992,041.22</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>10,654.47</b>	<b>\$ 1,002,695.69</b>	<b>100.00%</b>	<b>\$ 1,002,695.69</b>	<b>\$ 1,002,695.69</b>	<b>\$ -</b>	
% OF GRAND TOTAL	0.24%						0.22%					
<b>NEXBANK MONEY MARKET</b>												
GENERAL FUND	11,337,615.63	0	-	0	-	127,576.55	\$ 11,465,192.18	100.00%	\$ 11,465,192.18	\$ 11,465,192.18	\$ -	
<b>NEXBANK MONEY MARKET</b>	<b>\$ 11,337,615.63</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>127,576.55</b>	<b>\$ 11,465,192.18</b>	<b>100.00%</b>	<b>\$ 11,465,192.18</b>	<b>\$ 11,465,192.18</b>	<b>\$ -</b>	
% OF GRAND TOTAL	2.69%						2.47%					
<b>TEXSTAR</b>												
GENERAL FUND	\$ 16,838,054.48	0	-	0	-	181,794.81	\$ 17,019,849.29	82.99%	\$ 17,019,849.29	\$ 17,019,849.29	\$ -	
INSURANCE RECOVERY	3,450,822.86	0	-	0	-	37,257.35	3,488,080.21	17.01%	3,488,080.21	3,488,080.21	-	
<b>TEXSTAR</b>	<b>\$ 20,288,877.34</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>219,052.16</b>	<b>\$ 20,507,929.50</b>	<b>100.00%</b>	<b>\$ 20,507,929.50</b>	<b>\$ 20,507,929.50</b>	<b>\$ -</b>	
% OF GRAND TOTAL	4.82%						4.42%					
<b>TEXAS CLASS</b>												
GENERAL FUND	\$ 30,348,742.93	17	73,110,000.00	4	26,463,724.00	913,265.55	\$ 77,908,284.48	97.82%	\$ 77,908,284.48	\$ 77,908,284.48	\$ -	
CHAPTER 313	1,555,575.06	0	163,724.00	0	-	19,041.96	1,738,341.02	2.18%	1,738,341.02	1,738,341.02	-	
<b>TEXAS CLASS</b>	<b>\$ 31,904,317.99</b>	<b>17</b>	<b>73,273,724.00</b>	<b>4</b>	<b>26,463,724.00</b>	<b>932,307.51</b>	<b>\$ 79,646,625.50</b>	<b>100.00%</b>	<b>\$ 79,646,625.50</b>	<b>\$ 79,646,625.50</b>	<b>\$ -</b>	
% OF GRAND TOTAL	7.57%						17.17%					
<b>TOTAL ALL INVESTMENTS</b>	<b>\$ 421,264,878.38</b>	<b>98</b>	<b>183,075,894.75</b>	<b>41</b>	<b>145,532,936.97</b>	<b>5,179,650.58</b>	<b>\$ 463,987,486.74</b>	<b>100.00%</b>	<b>\$ 463,987,486.74</b>	<b>\$ 463,987,486.74</b>	<b>\$ -</b>	

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY REPORT OF INVESTMENTS  
 FOR THE PERIOD FROM JANUARY 1, 2025 THRU MARCH 31, 2025

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
<b>RECAP</b>											
<b>ALL FUNDS</b>											
GENERAL FUND	\$ 91,940,419.56	87	136,340,346.15	16	114,934,156.32	1,459,563.16	\$ 114,806,172.55	24.74%	\$ 114,806,172.55	\$ 114,806,172.55	\$ -
SCHOOL NUTRITION FUND	9,853,506.08	0	-	0	-	106,330.82	9,959,836.90	2.15%	9,959,836.90	9,959,836.90	-
DEBT SERVICE FUND	14,814,455.79	3	37,905,125.56	1	16,083,004.05	272,163.50	36,908,740.80	7.95%	36,908,740.80	36,908,740.80	-
CAPITAL PROJECTS FUND	285,791,101.37	2	12,098.02	14	9,740,776.60	3,139,240.63	279,201,663.42	60.17%	279,201,663.42	279,201,663.42	-
MEDICAL TRUST FUND	5,305,539.62	3	3,650,000.00	10	4,775,000.00	48,860.03	4,229,399.65	0.91%	4,229,399.65	4,229,399.65	-
WORKER'S COMP FUND	8,275,981.77	0	-	0	-	91,721.96	8,367,703.73	1.80%	8,367,703.73	8,367,703.73	-
SPECIAL FUNDS	277,476.27	3	5,004,601.02	0	-	5,471.17	5,287,548.46	1.14%	5,287,548.46	5,287,548.46	-
INSURANCE RECOVERY	3,450,822.86	0	-	0	-	37,257.35	3,488,080.21	0.75%	3,488,080.21	3,488,080.21	-
CHAPTER 313	1,555,575.06	0	163,724.00	0	-	19,041.96	1,738,341.02	0.37%	1,738,341.02	1,738,341.02	-
<b>TOTAL</b>	<b>\$ 421,264,878.38</b>	<b>98</b>	<b>183,075,894.75</b>	<b>41</b>	<b>145,532,936.97</b>	<b>5,179,650.58</b>	<b>\$ 463,987,486.74</b>	<b>100.00%</b>	<b>\$ 463,987,486.74</b>	<b>\$ 463,987,486.74</b>	<b>\$ -</b>
<b>ALL INVESTMENTS</b>											
TEXPOOL	\$ 16,204,891.89	51	12,599,640.41	6	15,565,306.76	191,917.00	\$ 13,431,142.54	2.89%	\$ 13,431,142.54	\$ 13,431,142.54	\$ -
TEXPOOL PRIME	340,537,134.31	30	97,202,530.34	30	103,503,906.21	3,698,142.89	337,933,901.33	72.83%	337,933,901.33	337,933,901.33	-
LONE STAR	992,041.22	0	-	0	-	10,654.47	1,002,695.69	0.22%	1,002,695.69	1,002,695.69	-
NEXBANK MONEY MARKET SAVINGS	11,337,615.63	0	-	0	-	127,576.55	11,465,192.18	2.47%	11,465,192.18	11,465,192.18	-
TEXSTAR	20,288,877.34	0	-	0	-	219,052.16	20,507,929.50	4.42%	20,507,929.50	20,507,929.50	-
TCG DIRECTED INVESTMENTS	-	0	-	1	-	-	-	0.00%	-	-	-
TEXAS CLASS	31,904,317.99	17	73,273,724.00	4	26,463,724.00	932,307.51	79,646,625.50	17.17%	79,646,625.50	79,646,625.50	-
<b>TOTAL</b>	<b>\$ 421,264,878.38</b>	<b>98</b>	<b>183,075,894.75</b>	<b>41</b>	<b>145,532,936.97</b>	<b>5,179,650.58</b>	<b>\$ 463,987,486.74</b>	<b>100.00%</b>	<b>\$ 463,987,486.74</b>	<b>\$ 463,987,486.74</b>	<b>\$ -</b>

**NOTES:**  
 Weighted Average Maturity for ECISD is 1 day for all bank accounts and pooled investments.

GASB Statement No. 31 requires all investments to be reported at fair market value (FMV) except for money market investments, investment with maturities less than 12 months at time of purchase and nonparticipating contracts (CD's).

This quarterly report is in compliance with the investment strategy as established for the pooled investment fund and the Public Funds Investment Act, Texas Government Code (Chapter 2256).

PREPARED BY: MORGAN EATON signature on file  
 ASSISTANT DIRECTOR OF FINANCE

ALBESSA CHAVEZ signature on file  
 EXECUTIVE DIRECTOR OF FINANCE

DEBORAH OTTMERS signature on file  
 CHIEF FINANCIAL OFFICER



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
REPORT OF EARNINGS  
JULY 1, 2024 THRU MARCH 31, 2025

**SUMMARY INVESTMENT EARNINGS**  
(UNAUDITED)

<u>FUND</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TEXAS CLASS</u>	<u>TOTAL</u>
GENERAL	\$ 236,074.59	\$ 1,121,900.66	\$ 9,261.05	\$ 598,503.51	\$ 418,594.46	\$ 1,150,596.72	\$ 3,534,930.99
SCHOOL NUTRITION	350,969.55	-	-	-	-	-	350,969.55
DEBT SERVICE	-	601,267.31	-	-	-	-	601,267.31
CAPITAL PROJECTS	-	10,568,765.28	-	-	-	-	10,568,765.28
MEDICAL TRUST	-	168,778.93	-	-	-	-	168,778.93
WORKER'S COMP	-	275,608.50	25,939.83	-	-	-	301,548.33
SPECIAL FUNDS	9,859.14	2,452.89	-	-	-	-	12,312.03
INSURANCE REC	-	-	-	120,895.82	-	-	120,895.82
CHAPTER 313	-	-	-	-	-	55,250.69	55,250.69
	<u>\$ 596,903.28</u>	<u>\$ 12,738,773.57</u>	<u>\$ 35,200.88</u>	<u>\$ 719,399.33</u>	<u>\$ 418,594.46</u>	<u>\$ 1,205,847.41</u>	<u>\$ 15,714,718.93</u>
PERCENT OF TOTAL	3.80%	81.06%	0.22%	4.58%	2.66%	7.67%	100.00%

**SUMMARY OF VARIOUS EARNINGS RATES**

<u>PERIOD</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TEXAS CLASS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2024	5.3173%	5.4594%	5.3310%	5.3131%	5.5500%	5.4477%	5.2300%
AUGUST 2024	5.2977%	5.4434%	5.3175%	5.2939%	5.5000%	5.4314%	5.0900%
SEPTEMBER 2024	5.1637%	5.2797%	5.1719%	5.1324%	5.0000%	5.2917%	4.8500%
OCTOBER 2024	4.9130%	4.9902%	4.9035%	4.8722%	5.0000%	5.0420%	4.5400%
NOVEMBER 2024	4.7302%	4.8324%	4.7012%	4.7112%	4.8000%	4.8835%	4.4300%
DECEMBER 2024	4.5610%	4.6947%	4.5382%	4.5642%	4.5500%	4.7464%	4.2900%
JANUARY 2025	4.3919%	4.5206%	4.3483%	4.3896%	4.5500%	4.5419%	4.2200%
FEBRUARY 2025	4.3555%	4.4848%	4.3496%	4.3625%	4.5500%	4.4943%	4.2300%
MARCH 2025	4.3345%	4.4688%	4.3260%	4.3394%	4.5000%	4.4379%	4.1900%
APRIL 2025							
MAY 2025							
JUNE 2025							
AVERAGE FOR PERIOD	<u>4.7850%</u> (2)	<u>4.9082%</u> (2)	<u>4.7764%</u> (2)	<u>4.7754%</u> (2)	<u>4.8889%</u> (2)	<u>4.9241%</u> (2)	<u>4.5633%</u> (3)



## **AUTHORIZATION TO OPERATE VEHICLE INSPECTION STATION**

This letter authorizes the Ector County ISD Director of Transportation, Hilberto Ochoa, to act on behalf of the Ector County ISD Board of Trustees in all matters related to the operation of the Official Vehicle Inspection Station.

May 20, 2025

**Re: Authorization to Operate Vehicle Inspection Station**

To whom it may concern:

This letter authorizes the Ector County ISD Director of Transportation Hilberto Ochoa, to act on behalf of Ector County ISD Board of Trustees in matters relating to the operation of the Official Vehicle Inspection Station.

This letter of authority will be effective on this date and will remain in effect until the Certificate of Appointment has expired or unless revoked by the Board of Trustees or the Superintendent of Schools.

Chris Stanley: \_\_\_\_\_  
President of the Board of Trustees, Ector County ISD

Authorized Individual Hilberto Ochoa ID#10321361: \_\_\_\_\_  
Director of Transportation

Texas D.P.S. Representative: \_\_\_\_\_

Ector County ISD Board of Trustees and Superintendent of Schools

- Chris Stanley – President
- Tammy Hawkins – Vice President
- Dr. Steve Brown – Secretary
- Dawn Miller – Member
- Delma Abalos – Member
- Wayne Woodall – Member
- Bob Thayer - Member



## **REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE HOLDSWORTH CENTER AND ECISD**

This memorandum of understanding is an agreement between The Holdsworth Center and Ector County ISD for the Holdsworth Permian Basin Aspiring Principal Program.

Driven by the belief that great leaders can push student achievement levels to new heights, Holdsworth partners with Texas public school districts to help educators become experts at leadership and to grow stronger leaders within their own systems.

## THE HOLDSWORTH PERMIAN BASIN ASPIRING PRINCIPAL PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”), dated as of [DATE] (the “**Effective Date**”), is by and between The Holdsworth Center (“**Holdsworth**”), a Texas Nonprofit Corporation, and the [DISTRICT NAME], a Texas independent school district (“**District**” and together with Holdsworth, the “**Parties**”, and each a “**Party**”).

### RECITALS

A. Driven by the belief that great leaders can push student achievement levels to new heights, Holdsworth partners with Texas public school districts to help educators become experts at leadership and to grow stronger leaders within their own systems. Founded in 2017, Holdsworth makes investments within districts and brings education leaders from across Texas to learn at its Campus on Lake Austin, a one-of-a-kind place dedicated to the idea that public education matters. Holdsworth’s mission is to impact, over time, the quality of public education for all Texas students by supporting and developing educational leaders.

B. Holdsworth, a licensed provider of Continuing Professional Education (“**CPE**”) professional services (CPE No. 902-539), pursues its mission by developing, providing, and procuring substantial funding for unique and proprietary leadership development programs to Texas public school districts designed to support and develop district leaders, principals, and other educational leaders within the school districts.

C. The Permian Basin Aspiring Principal Program (the “**PB APP**”), which relies on Holdsworth’s proprietary copyrighted materials, is a three-year, three cohort multifaceted investment to help school districts in the Permian Basin grow a stronger bench of aspiring principals who are more prepared for their first principalship. Throughout the PB APP, Holdsworth gives aspiring principals the inspiration, development, tools, and resources needed to grow through carefully curated sessions, rotation experiences with excellent principals, and effective coaching and mentoring from Holdsworth Aspiring Principal Coaches as further detailed in this MOU.

D. District wishes to engage Holdsworth to provide the PB APP and related services to District, and Holdsworth is willing to perform such services under the terms and conditions of this MOU. District understands, agrees, and commits to perform its responsibilities as further detailed in this MOU in order to facilitate the success of the PB APP.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holdsworth and District agree as follows:

### ARTICLE 1 THE PERMIAN BASIN ASPIRING PRINCIPALS PROGRAM

1.1. Holdsworth Program. Holdsworth will provide to District the services and program generally referred to as the PB APP as further described in Exhibit A to this MOU (the “**Services**” or “**Program**”). Services may be provided in person, virtually, or in a hybrid format (i.e., in a combination of in-personal and virtual learning experiences) in the sole discretion of Holdsworth.

1.2. Holdsworth Obligations. Holdsworth will comply with all applicable local, state, and federal laws, regulations, and ordinances and will perform the Program in a professional manner in accordance with industry standards. District acknowledges that the Program may be provided by contractors of Holdsworth in Holdsworth's sole discretion without prior notice to, or approval of, District. Holdsworth is responsible, in its sole discretion, for assigning and reassigning Holdsworth's employees and contractors, as appropriate, to perform the Program. District may, however, make recommendations to Holdsworth regarding desired changes in personnel, and Holdsworth will consider such recommendations in assigning and reassigning Holdsworth's employees and contractors.

## **ARTICLE 2 OBLIGATIONS OF DISTRICT**

2.1. District Obligations. To facilitate the success of the Program to be provided to District pursuant to this MOU, District agrees to do all things reasonably necessary to ensure the successful implementation of the Program provided by Holdsworth under this MOU including, for example, at least the obligations outlined in Exhibit A.

2.2. Requirement of District to Cooperate with Holdsworth. District will work cooperatively with Holdsworth to coordinate the successful implementation of the Program.

## **ARTICLE 3 PAYMENT AND EXPENSES**

3.1. Transportation and Lodging Costs for District Personnel. District is responsible for the cost of transportation of all Program participants to Program activities that occur in the Permian Basin (if any), including, for example, at the Odessa Marriott Conference Center and Hotel. Holdsworth is responsible and shall pay for all transportation and lodging costs of Program participants to Program activities that occur outside of the Permian Basin (if any), including, for example, at the Campus on Lake Austin.

3.2. Consequences of Non-Payment of Expenses. In addition to all other remedies available under this MOU or at law (which Holdsworth does not waive by the exercise of any rights hereunder), Holdsworth shall be entitled to suspend the provision of any Services if District fails to pay any undisputed expenses as detailed in this Article and such failure continues for 30 days following written notice thereof.

## **ARTICLE 4 PROGRAM EVALUATION; DATA SHARING**

4.1. Program Evaluation. A key component of the success of the Program is the ongoing evaluation of District's participation in the applicable Program in order to support the implementation of such Program and to continue to improve the effectiveness of such Program. During the Term of this MOU, the Parties will utilize emerging data and findings from approved evaluation activities to collaboratively and continuously improve the Program and to conduct ongoing evaluation of the Program.

4.2. Data Sharing Agreement. Not later than ninety (90) days after the Effective Date of this MOU, the Parties will enter into a data sharing agreement (the “**Data Sharing Agreement**”) relating to the Program described in this MOU. Data accessed through this Data Sharing Agreement will be used for the purposes of evaluation and continuous improvement of the Program as described in Section 4.1 of this MOU. Throughout the PB APP, District will support Holdsworth research and evaluation activities as further detailed in the Data Sharing Agreement.

## **ARTICLE 5 OWNERSHIP AND CONFIDENTIALITY OF HOLDSWORTH MATERIALS**

5.1. Ownership and Confidentiality of Holdsworth Materials. The Parties acknowledge, understand, and agree that, as between the Parties, all intellectual property rights, in and to all documents, work product, and other materials that are delivered to District or any District personnel under this MOU or that are prepared by, developed, or created by or on behalf of Holdsworth in the course of performing the Services, including, for example, educational documents, materials, methods, and presentations, surveys, questionnaires, toolkits, assessments, planning dashboards, and training documents (collectively, “**Holdsworth Materials**”) shall be owned (except for any information provided by District to Holdsworth that is subject to the Data Sharing Agreement) solely by Holdsworth even if such Holdsworth Materials are developed or created with the input, comment, help, or assistance of District or its personnel. Except for the limited license granted in this Section 5.1, this MOU does not transfer to District or any District personnel any interest in Holdsworth’s intellectual property rights, including, for example, Holdsworth’s copyrights in and to the Holdsworth Materials. The Holdsworth Materials, along with all copies and derivative works of the Holdsworth Materials (including those authorized by Section 5.2 of this MOU), are the proprietary and confidential information of Holdsworth and may be used or disclosed by District or District personnel only in accordance with the limited rights granted in Section 5.2 of this MOU. If District is required by applicable law to make any disclosure of Holdsworth Materials that is constrained by this MOU, District shall provide Holdsworth with prompt written notice of such requirement and provide reasonable assistance to Holdsworth so that Holdsworth may seek appropriate relief protecting the Holdsworth Materials from public disclosure, and District may furnish only that portion of the Holdsworth Materials that District is legally compelled or is otherwise legally required to disclose. In addition, District shall provide prompt notice to Holdsworth of any request it receives under a Texas Public Information Act request, and the Parties agree that Holdsworth has the right, in its option, to seek an opinion from the Texas Attorney General as to whether the information may be withheld from disclosure.

5.2. Limited License. Holdsworth hereby grants to District a nonexclusive, royalty-free, non-transferrable (unless this MOU is validly assigned), sublicensable (but only to District’s Program participants and other employees or staff of District), terminable, limited license to access, use, copy, and create derivative works of the Holdsworth Materials solely for the purpose of participating in the applicable Program or implementing within District the principles, resources, and learning objectives of the applicable Program. For the sake of further clarity, the license in this section does not grant to District or any District personnel any right to access, use, copy, distribute, or create derivative works of the Holdsworth Materials to provide services or information to third parties or non-District personnel. Holdsworth may terminate the license granted in this Section 5.2 upon thirty (30) days’ notice in its sole discretion. Upon termination or expiration of this license, District shall cease and shall ensure that all District personnel cease all

use of Holdsworth Materials. Upon Holdsworth's request, District will return or destroy, and cause all District personnel to return or destroy all Holdsworth Materials. Except as otherwise provided in this Section 5.2, the license granted in this Section shall survive any termination or expiration of this MOU. Holdsworth shall have the right at any reasonable time to review District's use of the Holdsworth Materials in order to confirm District's compliance with the limited license granted in this Section 5.2.

5.3. Trademarks. Each Party grants to the other Party a nonexclusive, royalty-free, non-transferrable, non-sublicensable limited license to use its trademarks, including its names and logos, for publicity and advertising relating to the Program, with prior written permission of the other Party. No Party may use the other Party's marks, name, or goodwill in a manner that would diminish or tarnish the goodwill of the other Party. Each Party must abide by reasonable guidelines for the use of the other Party's trademarks, including its names and logos, as provided by the other Party from time to time. Either Party may terminate the license granted to the other Party in this Section 5.3 upon written notice in the event that the other Party breaches any of the requirements of this Section. Except as otherwise provided in Section 5.3, the licenses granted in this Section shall survive any termination or expiration of this MOU.

5.4. Injunctive Relief. The Parties agree that Holdsworth may suffer irreparable harm from a breach or threatened breach by District of any of this Article 5 and that in such event, Holdsworth, in addition to all other rights and remedies, may seek specific performance and/or injunctive relief to enforce or prevent any violations of this Article 5 without the requirement of posting any bond (or with the posting of a nominal bond if a bond is required by applicable law).

## **ARTICLE 6 TERM; TERMINATION**

6.1. Term and Survival. This MOU shall commence as of the Effective Date and shall continue thereafter until the conclusion of the Program provided under this MOU unless sooner terminated in accordance with Article 6 of this MOU (the "**Term**"). This Section 6.1, Article 5, Sections 6.5, 7.3, 7.4, 7.5, 7.6, and Article 8 of this MOU, and any right or obligation of the Parties in this MOU that by its nature should survive termination or expiration of this MOU, shall survive any termination or expiration of this MOU.

6.2. Termination for Cause. Either Party may terminate this MOU, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party materially breaches this MOU, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach. Failure of District to timely address any breaches of district's obligations under this MOU, as set out in Appendix A, shall be considered a material breach.

6.3. Termination for Convenience at End of School Year. Notwithstanding any other provision of this MOU, either Party may terminate this MOU at any time, with or without cause, effective as of the last day of the District school year in which notice of termination pursuant to this Section 6.3 is given, by providing notice of termination pursuant to this Section 6.3 at least 90 days prior to the end of the District school year.

6.4. Transition. In the event District provides notice of termination of this MOU pursuant to Section 6.2 or 6.3, Holdsworth will, upon receipt of such notice of termination, take commercially reasonable steps to bring Holdsworth's work to a close in an orderly manner.

**ARTICLE 7**  
**LIMITED WARRANTY AND LIMITATION OF LIABILITY**

7.1. Limited Warranty. Holdsworth warrants that it shall perform the Services:

- (a) in accordance with the terms and subject to the conditions set out in this MOU;
- (b) using personnel of commercially reasonable skill, experience, and qualifications; and
- (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

7.2. Sole and Exclusive Remedy for Breach of Warranty. Holdsworth's sole and exclusive liability and District's sole and exclusive remedy for breach of the limited warranty provided under Section 7.1 shall be as follows:

- (a) Holdsworth will use reasonable commercial efforts to promptly cure any such breach; provided, that if Holdsworth cannot cure such breach within a reasonable time (but no more than 30 days) after District's written notice of such breach, District may, at its option, terminate the MOU by serving written notice of termination in accordance with Section 6.2.
- (b) The foregoing remedy will not be available unless District provides written notice of such breach within 30 days after performance of such Services giving rise to such breach.

7.3. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU OR THE DATA SHARING AGREEMENT, HOLDSWORTH DOES NOT MAKE ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SERVICES PROVIDED UNDER THIS MOU, OR ANY WORK PRODUCT OR MATERIALS DEVELOPED UNDER THIS MOU AND HOLDSWORTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DISTRICT UNDERSTANDS AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU, HOLDSWORTH IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, AND/OR TIME AND COST OF DEVELOPMENT.

7.4. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF ARTICLE 5, AS OTHERWISE PROVIDED IN THE DATA SHARING AGREEMENT, AND FOR DAMAGES RESULTING FROM A PARTY'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO THE OTHER PARTY, THE OTHER PARTY'S REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.5. LIMITATION ON AGGREGATE HOLDSWORTH LIABILITY. EXCEPT FOR DAMAGES RESULTING FROM HOLDSWORTH'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL HOLDSWORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOLDSWORTH PURSUANT TO SECTION 3.1 OF THIS MOU.

## **ARTICLE 8 GENERAL AND MISCELLANEOUS PROVISIONS**

8.1. Insurance. Holdsworth will carry insurance during the Term of this MOU with responsible insurance carriers acceptable to District rated A or better by A.M. Best, including coverage for workers' compensation and employer's liability, automobile liability, and general commercial liability, and will provide certificates of insurance evidencing its insurance coverage when requested by District.

8.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Holdsworth shall be under its own control, District being interested only in the results thereof. Holdsworth shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this MOU shall give District the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this MOU shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever.

8.3. Entire Agreement. This MOU, including and together with any related exhibits, schedules, attachments, and appendices (which are all incorporated by reference as if fully set forth in this MOU), constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

The parties acknowledge and agree that if there is any conflict between the terms and conditions of this MOU and the terms and conditions of any exhibit to this MOU, the terms and conditions of this MOU shall supersede and control.

8.4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this MOU (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) with a copy also delivered by email. Except as otherwise provided in this MOU, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

**Notice to District:**

[{ADDRESS}  
{CITY}, {STATE} {ZIP CODE}]  
Attention: {TITLE OF OFFICER}  
Email Address:

**Notice to Holdsworth:**

The Holdsworth Center  
4907 Ranch Road 2222  
Austin, Texas 78731  
Telephone: 737-946-7001  
Attention: Marina Lin, Chief Operating Officer  
Email Address: mlin@holdsworthcenter.org

8.5. Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

8.6. Counterparts, Facsimile & Email Transmissions. The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by email or facsimile transmission, and email or facsimile copies of executed signature pages shall be binding as originals.

8.7. Assignment. Neither Party may assign or delegate any rights or obligations under this MOU without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 8.7 shall be null and void.

8.8. Successors and Assigns. This MOU will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

8.9. Amendment. This MOU will not be altered, amended, modified, or supplemented except in a written document executed by authorized representatives of both Parties.

8.10. Waiver. No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU, nor will such waiver constitute a continuing waiver unless otherwise expressly stated. A Party's failure to enforce any provision of this MOU shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this MOU.

8.11. Severability. If any term or provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this MOU to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.12. No Third-party Rights. This MOU is made for the sole benefit of Holdsworth and District and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

8.13. Headings and Captions. The headings and captions appearing in this MOU have been included only for convenience and shall not affect or be taken into account in the interpretation of this MOU.

8.14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU (except for any obligations of the District to make payments to Holdsworth hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, freeze, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the Effective Date; (f) national or regional emergency; (g) telecommunication breakdowns or power outages or shortages; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

8.15. Compliance With Laws. Each Party represents and warrants that it shall comply fully with all applicable federal state, and local laws, rules, and regulations in performing their respective duties and obligations under this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives, effective as of the Effective Date.

**THE HOLDSWORTH CENTER**

**[DISTRICT NAME]**

By:

By: \_\_\_\_\_

Print Name: Dr. Lindsay Whorton

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date:

Date: \_\_\_\_\_

**EXHIBIT A**  
**THE HOLDSWORTH ASPIRING PRINCIPAL PROGRAM**

**I. Description of the Holdsworth Permian Basin Aspiring Principal Program (“PB APP”)**

The Permian Basin Aspiring Principal Program (the “PB APP”), which relies on Holdsworth’s proprietary copyrighted materials, is a three-year, three cohort multifaceted investment to help school districts in the Permian Basin grow a stronger bench of aspiring principals who are more prepared for their first principalship. Each cohort of the Aspiring Principal Program is designed as a one-year program that provides on-the-job, experiential learning tailored to the growth areas specific to aspiring principal participants.

At Holdsworth, we believe that practical and powerful development is driven by the 70/20/10 principle whereby the core of our learning is on-the-job and proximate to individuals’ day-to-day work (70%), followed by mentoring and coaching (20%), and then by formal classroom learning (10%). The challenge posed by most principal development programs, however, is that most (including principal certification programs and most district-based academies) are primarily structured around classroom learning. Furthermore, if aspiring principals are not working for an excellent principal, the coaching and mentorship they receive is likely to be insufficient.

Our one-year program is built to harness the power of the 70/20/10 model and address the most pressing needs we have heard from districts across the region:

- *Job-Embedded Learning (70%)* | Between sessions and supported by their Holdsworth coach, candidates will participate in up to five rotations where they will have an opportunity to see an excellent principal in action and then apply the lessons they observe to their work on their own campus. These rotation principals have been hand-selected from Holdsworth alumni in other parts of the state and are exemplars of what effective school leadership looks like.
- *Coaching/Mentoring (20%)* | Candidates will receive regular coaching from a Holdsworth Aspiring Principal coach throughout the year-long program, including in-person candidate support visits to see the candidate in action in their current role and to calibrate growth and support stretch projects with the candidate’s current principal. In addition, they will benefit from the mentorship and support of excellent principals outside the region.
- *Classroom Learning (10%)* | Though it cannot be the whole strategy, classroom learning is important, and our model will continue to offer high-quality, in-person experiential learning (sessions will continue to be primarily delivered in the Permian Basin with summer sessions held at our Campus on Lake Austin). Participants will learn through engaging, realistic simulations and scenarios, paired with individual and group reflection time that deepens learning. To support that learning, leaders will have access to a custom online learning management system that provides candidates with personalized assessments and development opportunities.

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr/May	Jun
<b>Sessions</b>	3.5 days	2.5 days			2.5 days			2.5 days		2.5 days		3 days
<b>Bi-weekly Holdsworth coaching</b>												
<b>Mentoring – rotation principal</b>												
<b>Rotations + rotation debriefs with rotation principal and Holdsworth coach</b>												
<b>On-the-job stretch projects to apply learning and practice skills &amp; behaviors</b>												
<b>Site principal support for on-the-job learning</b>												

Note: in-person sessions in summer (June, July, May) may be held at the Campus at Lake Austin. All other school-year sessions are held at the Odessa Marriott.

## II. District Obligations

To facilitate the success of PB APP, District agrees to do the following:

- A. obtain formal approval and commitment by District’s Board of Trustees or other appropriate body or individuals to support full participation by District’s designated participants in all aspects of the PB APP, including support for the time commitment for District participants as reflected in this Exhibit A;
- B. obtain commitment by the District superintendent and the District leadership team designated by the superintendent to make all reasonable effort to allow their District’s aspiring principals who are enrolled in APP to fully and effectively participate in all components of the PB APP, as applicable;
- C. obtain commitment by District’s relevant campuses, principals and aspiring principals to make all reasonable effort to allow their District’s aspiring principals who are enrolled in APP to fully and effectively participate in the required components of the PB APP, as applicable;
- D. obtain commitment by all of District’s PB APP aspiring principal participants to attend and fully participate in all scheduled components of the PB APP, including, as applicable, scheduled trips and learning activities, unless otherwise agreed to by Holdsworth for extenuating circumstances, and to participate fully when attending PB APP activities. Full participation means each District participant will be in attendance for the full time of the PB APP activities (i.e. the participant will not arrive late or leave early), actively participate in PB APP activities, and minimize time spent on non-PB APP activities, such as phone discussions and emails while present at PB APP activities. Full participation also requires the completion of all work, including participant feedback and assessments, evaluations, and individual activities that may occur between PB APP activities.

### III. Other Terms

- E. Communication. The District and Holdsworth understand the importance of continued communication and engagement during the course of the PB APP. As such, District commits to periodic and regular communication regarding implementation and progress during the duration of the PB APP.
- F. Reporting. The District's superintendent and leadership team are responsible for reporting to the District's Board of Trustees periodically regarding PB APP activities.
- G. Potential APP Participant Transitions. During the Term of the MOU, if a PB APP participant is promoted to a principal role, moved to a different school within the District, or any other such transition within the control of the District, then District will make all reasonable effort to support such PB APP participant's continued participation in PB APP, and District and Holdsworth will jointly determine the best path forward to minimize disruptions to such participant's continuation in PB APP.



**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees  
**FROM:** Dr. Anthony Sorola, Associate Superintendent Operations  
**SUBJECT: REQUEST FOR APPROVAL OF CONTRACT WITH HENTHORN COMMERCIAL CONSTRUCTION TO BUILD NEW CAFETERIA AT AUSTIN MONTESSORI**  
**DATE:** May 20, 2025

---

The Administration requests the Board approve the contract with Henthorn Commercial Construction to act as general contractor in building a new cafeteria at Austin Montessori Elementary School.

\*\*\*\*\*

Administrative Recommendation:  
Approval of Henthorn Contract



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 20th day of May in the year 2025  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Ector County ISD  
802 N Sam Houston  
Odessa, TX 79762

and the Contractor:  
(Name, legal status, address and other information)

Henthorn Commercial Construction, LLC  
2011 Ave C  
Lubbock, TX 79404

for the following Project:  
(Name, location and detailed description)

Austin Elementary School – Cafeteria Renovation RFP #25-24  
200 W 9<sup>th</sup> Street  
Odessa, TX 79761

The Architect:  
(Name, legal status, address and other information)

PARKHILL  
3000 Internet BLVD., Ste 550  
Frisco, TX 75034

The Owner and Contractor agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as “Owner”) and Henthorn Commercial Construction, LLC (hereinafter referred to as “Contractor”) desire to enter into a contract under which Contractor will perform construction services relating the abovereferenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™2017 Standard Form of Agreement between Owner and Contractor (“Contract”) as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(3B9ADA3D)

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- 2 THE WORK OF THIS CONTRACT
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- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
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- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT C Owner Controlled Insurance Program (OCIP) Manual

#### ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

“Construction Documents” means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner’s Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent’s designee.

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§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than 295 ( Two Hundred and Ninety-Five Days ) calendar days from the date of commencement of the Work.
- By the following date:

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Seventy-five Thousand Dollars and Zero Cents (\$ 1,975,000.00 ), subject to additions and deductions as provided in the Contract Documents.

*(Note: Optional Paragraph)*

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§ 4.1.1 The Contract Sum contains an Owner’s Contingency in the amount of \$50,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner’s authorized representative may approve any expenditure from Owner’s Contingency without further Board of Trustees approval. If the Owner’s Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

*(Paragraphs Deleted)*

*(Table Deleted)*

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

\$500/Day  
Five Hundred Dollars per Day.

“§ 4.5.1 **Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor’s failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this

Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**§ 4.5.2 Final Completion.** In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

**§ 4.5.3** Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

**§ 4.6** Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for

Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025. *(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5% )

**§ 5.1.7.1.1** *[Intentionally deleted]*

*(Paragraph Deleted)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

NONE

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as *modified for this Project.*

**§ 5.1.8** *[Intentionally deleted]*

**§ 5.1.9** Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.10** If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

**§ 5.1.11** If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

**§ 5.2.2** The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Board of Trustees' vote approving Final Payment.

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest pursuant to Texas Government Code Section 2251.025.

*(Paragraph Deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

*All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.*

*(Paragraph Deleted)*

**§ 6.2 [Intentionally deleted]**

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

*(Paragraphs Deleted)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

Christopher Bartlett  
802 N. Sam Houston Avenue, Odessa, Texas 79761  
Christopher.Bartlett@ectorcountyisd.org

**§ 8.3** The Contractor's representative:  
(Name, address, email address, and other information)

Bryan Walters  
2011 Ave C  
Lubbock, TX 79404  
bryan@henthorncommercial.com  
806-548-2079

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit C.

**§ 8.5.1.1** The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability, Excess Liability I and Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

**§ 8.5.1.2** While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

**§ 8.5.1.3** Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

**§ 8.5.1.4** Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

**§ 8.5.2** The Contractor shall provide bonds as set forth elsewhere in the Contract Documents and in compliance with Texas Government Code. Chapter 2253

**8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given as set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, to bryan@henthorncommercial.com

**§ 8.7** Other provisions:

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§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application

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is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

**§ 8.7.15** Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

**§ 8.7.16** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

**§ 8.7.17** No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 8.7.18** Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

**§ 8.7.19** By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 8.7.20** Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

**§ 8.7.21** The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 8.7.22**

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business

day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,

.3 On completion of the Contract, either:

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.”

.6 If Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor’s bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor’s bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

7. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor’s bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor’s bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 Exhibit C, Owner Controlled Insurance Program (OCIP) Manual

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

, as modified for this project

.4 [*Intentionally deleted*]

*(Paragraph Deleted)*

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.5 Drawings

Number	Title	Date
See Exhibit A		

.6 Specifications

Section	Title	Date	Pages
See Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

RFP/CONTRACTOR’S PROPOSAL

This Amended Agreement entered into as of the day and year first written above.

---

**OWNER** *(Signature)*

Dr. Keeley Boyer Superintendent  
*(Printed name and title)*

---

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**CONTRACTOR** *(Signature)*

Bryan Walters Senior Project Manager  
*(Printed name and title)*

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# **Additions and Deletions Report for** **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:21:38 ET on 05/16/2025.

## **PAGE 1**

**AGREEMENT** made as of the 20th day of May in the year 2025

...

Ector County ISD  
802 N Sam Houston  
Odessa, TX 79762

...

Henthorn Commercial Construction, LLC  
2011 Ave C  
Lubbock, TX 79404

...

Austin Elementary School – Cafeteria Renovation RFP #25-24  
200 W 9<sup>th</sup> Street  
Odessa, TX 79761

...

PARKHILL  
3000 Internet BLVD., Ste 550  
Frisco, TX 75034

...

WHEREAS Ector County Independent School District (hereinafter referred to as “Owner”) and Henthorn Commercial Construction, LLC (hereinafter referred to as “Contractor”) desire to enter into a contract under which Contractor will perform construction services relating the abovereferenced Projects on behalf of Owner;

...

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™2017 Standard Form of Agreement between Owner and Contractor (“Contract”) as the basic form for that contract; and

...

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

## **PAGE 2**

### **EXHIBIT A – ~~INSURANCE AND BONDS~~ Owner Controlled Insurance Program (OCIP) Manual**

...

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

...

“Construction Documents” means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants and which set forth in detail the requirements for construction of the Project.

...

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner’s Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

...

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent’s designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

...

Established as follows:

...

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~ The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:

...

Not later than 295 ( Two Hundred and Ninety-Five Days ) calendar days from the date of commencement of the Work.

...

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Seventy-five Thousand Dollars and Zero Cents (\$ 1,975,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

*(Note: Optional Paragraph)*

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$50,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

...

N/A

...

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

...

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

...

**Item**

**Price**

**Conditions for Acceptance**

...

N/A

...

N/A

...

\$500/Day  
Five Hundred Dollars per Day.

**PAGE 5**

**“§ 4.5.1 Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor’s failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

...

**§ 4.5.2 Final Completion.** In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

...

**§ 4.5.3** Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

## PAGE 6

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract ~~Sum~~ Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

.1 That portion of the Contract Sum properly allocable to completed ~~Work~~ Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

...

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified~~ justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction.

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2017 or amounts certified by the Architect and disputed by the Owner; and

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner ~~may~~ shall withhold the following amount, as retainage, from the payment otherwise due:

...

Five Percent (5%)

...

§ 5.1.7.1.1 The following items are not subject to retainage: [Intentionally deleted]

...

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

PAGE 7

NONE

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section ~~5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~ 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as

...

*(Insert any other conditions for release of retainage upon Substantial Completion.) modified for this Project.*

...

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.[Intentionally deleted]

...

**§ 5.1.9** Except with the Owner’s prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

**§ 5.1.10** If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

...

**§ 5.1.11** If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

...

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor ~~when~~after

...

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

...

.2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017

...

~~.2~~ .3 a final Certificate for Payment has been issued by the ~~Architect~~Architect; and

...

.4 Owner’s Board of Trustees has voted to accept the Work and approve the Final Payment.

...

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Owner's Board of Trustees' vote approving Final Payment.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located, pursuant to Texas Government Code Section 2251.025.

...

*(Insert rate of interest agreed upon, if any.)*

...

%

**PAGE 8**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

...

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

...

**§ 6.2 Binding Dispute Resolution [Intentionally deleted]**

...

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

...

*(Check the appropriate box.)*

...

— Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

— Litigation in a court of competent jurisdiction

...

[ ] Other (Specify)

...

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

...

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

...

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

...

Christopher Bartlett  
802 N. Sam Houston Avenue, Odessa, Texas 79761  
[Christopher.Bartlett@ectorcountyisd.org](mailto:Christopher.Bartlett@ectorcountyisd.org)

**PAGE 9**

Bryan Walters  
2011 Ave C  
Lubbock, TX 79404  
[bryan@henthorncommercial.com](mailto:bryan@henthorncommercial.com)  
806-548-2079

...

~~§ 8.5.1 The Owner and the Contractor shall purchase~~ has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit C.

...

~~and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment~~ § 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability, Excess Liability 1 and Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and

made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

...

is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. **§ 8.5.1.2** While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

...

**§ 8.5.1.3** Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

...

**§ 8.5.1.4** Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

...

**§ 8.5.2** The Contractor shall provide bonds as set forth ~~in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.~~ elsewhere in the Contract Documents and in compliance with Texas Government Code, Chapter 2253

...

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given ~~in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

...

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

...

If to Contractor, via electronic mail, with electronic confirmation of receipt, to bryan@henthorncommercial.com

**PAGE 10**

**§ 8.7.1** The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

...

**§ 8.7.2** As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

...

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

...

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

...

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

...

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

...

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

...

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

...

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

...

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to

perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

...

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

...

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

...

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

**PAGE 11**

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

...

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

...

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

...

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;

...

.2 The special shoring requirements, if any, of the Owner; and

...

.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

...

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

...

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

...

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

...

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

...

§ 8.7.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

...

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

...

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

...

.2 The Contractor must:

...

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

...

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,

...

.3 On completion of the Contract, either:

...

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or

...

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

...

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

...

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or

awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

...

.5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.”

...

.6 If Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor’s bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor’s bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

...

7. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor’s bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor’s bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

...

.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds Exhibit C, Owner Controlled Insurance Program (OCIP) Manual

...

, as modified for this project

...

.4 Building information modeling exhibit, dated as indicated below: [Intentionally deleted]

...

*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

PAGE 13

See Exhibit A

...

See Exhibit B

...

RFP/CONTRACTOR'S PROPOSAL

...

This Amended Agreement entered into as of the day and year first written above.

**PAGE 14**

Dr. Keeley Boyer Superintendent

Bryan Walters Senior Project Manager



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Liz Lonngren, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:21:38 ET on 05/16/2025 under Order No. 2114629153 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

EXHIBITA

Ector County ISD  
RFP #25-24  
**Austin Elementary School**  
Cafeteria Renovation  
200 W 9th St  
Odessa, TX 79761



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Parkhill



01/24/2025

Parkhill.com

Austin Elementary School  
Cafeteria Renovation



CLIENT  
Ector County ISD  
200 W 9th St  
Odessa, TX 79761

PROJECT NO.  
43415.24

KEY PLAN

01/24/2025 Issued For Construction

DATE DESCRIPTION

Cover Sheet &  
Sheet Index  
**G-001**

Parkhill

4222 85th St.  
Lubbock, TX 79423  
806.473.2200

PROJECT MANUAL

# **ECTOR COUNTY ISD - RFP #25-24**

**Austin Elementary School - Cafeteria Renovations**  
**Odessa, Texas**

January | 2025

Parkhill Project # 4341524

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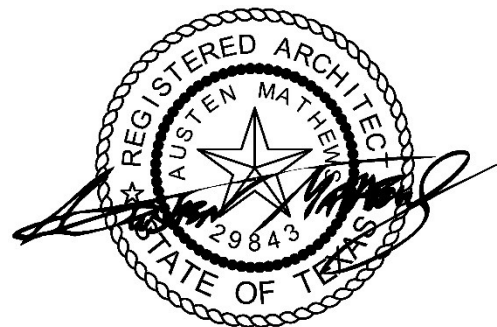
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### DIVISION 05 - METALS

05 12 00	Structural Stel Framing
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 40 00	Cold-Formed Metal Framing
05 50 00	Metal Fabrications
05 51 13	Metal Pan Stairs



**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

- 06 10 00 Rough Carpentry
- 06 16 00 Sheathing
- 06 41 16 Plastic-Laminate-Clad Architectural Cabinets

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- 07 21 00 Thermal Insulation
- 07 27 26 Fluid-Applied Membrane Air Barriers
- 07 51 13 Built-Up Asphalt Roofing
- 07 62 00 Sheet Metal Flashing and Trim
- 07 71 00 Roof Specialties
- 07 72 00 Roof Accessories
- 07 84 13 Penetration Firestopping
- 07 84 43 Joint Firestopping
- 07 92 00 Joint Sealants
- 07 95 13.13 Interior Expansion Joint Cover Assemblies
- 07 95 13.16 Exterior Expansion Joint Cover Assemblies

**DIVISION 08 - OPENINGS**

- 08 11 13 Hollow Metal Doors and Frames
- 08 14 16 Flush Wood Doors
- 08 41 13 Aluminum-Framed Entrances and Storefronts
- 08 71 00 Door Hardware
- 08 80 00 Glazing

**DIVISION 09 - FINISHES**

- 09 22 16 Non-Structural Metal Framing
- 09 29 00 Gypsum Board
- 09 51 13 Acoustical Panel Ceilings
- 98 65 13 Resilient Base and Accessories
- 09 65 19 Resilient Tile Flooring
- 09 91 13 Exterior Painting
- 09 91 23 Interior Painting

**DIVISION 10 - SPECIALTIES**

- 10 44 13 Fire Protection Cabinets
- 10 44 16 Fire Extinguishers
- 10 73 16 Canopies

**DIVISION 11 - EQUIPMENT**

- 11 61 43 Stage Curtains

**DIVISIONS 12 - 14**

Not Used



**DIVISION 21 - FIRE SUPPRESSION**

- 21 05 00 Common Work Results for Fire Suppression
- 21 13 13 Wet-Pipe Sprinkler Systems

**DIVISION 22 - PLUMBING**

Not Used

**DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**

- 23 05 00 General Mechanical Requirements
- 23 05 00.20 Basic Mechanical Materials and Methods
- 23 05 53 Identification for HVAC Piping and Equipment
- 23 05 93 Testing, Adjusting, and Balancing for HVAC
- 23 07 00 HVAC Insulation
- 23 11 23 Facility Natural-Gas Piping
- 23 31 00 HVAC Ducts and Casings
- 23 33 00 Air Outlets and Inlets

**DIVISION 25 - INTEGRATED AUTOMATION**

Not Used

**DIVISION 26 - ELECTRICAL**

- 26 05 00 Basic Electrical Methods
- 26 05 13 Building Wire and Cable
- 26 05 19 Equipment Wiring Systems
- 26 05 26 Grounding and Bonding
- 26 05 29 Supporting Devices
- 26 05 33 Conduit
- 26 05 33.16 Boxes
- 26 05 53 Electrical Identification
- 26 09 24 Lighting Controls
- 26 18 39 Enclosed Motor Controllers
- 26 24 16 Panelboards
- 26 27 26 Wiring Devices
- 26 28 16.16 Enclosed Switches
- 26 51 00 Interior Lighting

**DIVISION 27 - COMMUNICATIONS**

Not Used

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

- 28 31 00 Fire Alarm Systems
- 28 35 00 Emergency Radio Communication Enhancement Systems

**DIVISIONS 31 - 48**

Not Used



For the installation of the fire protection systems connection lines from the building to the public water supply, the Standard Details and Technical Specifications adopted by the City of Odessa shall govern this portion of the Project, except where superseded in the Plans and Contract Documents. For this Project, any reference within the Specifications to "Department," "Engineer," or "Owner" should be interpreted as ECISD, Texas authorized staff, or their representatives.



The Specification Sections authenticated by my seal and signature are limited to the following:

**DIVISION 01 – GENERAL REQUIREMENTS**

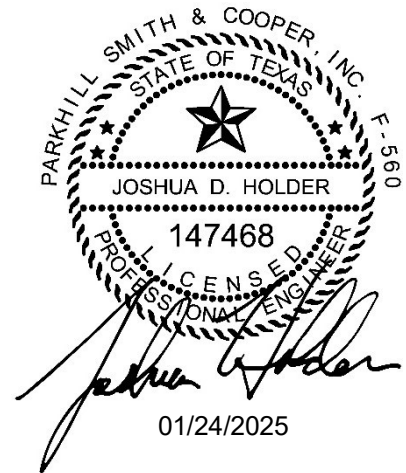
01 57 13 Temporary Erosion and Sediment Control

**DIVISION 31 - EARTHWORK**

31 23 16.13 Trenching

**DIVISION 33 - UTILITIES**

33 01 10.58 Disinfection of Water Utility Piping Systems  
33 14 13 Public Water Utility Distribution Piping  
33 14 19 Valves and Hydrants for Water Utility Service



The Specification Sections authenticated by my seal and signature are limited to the following:

**DIVISION 03 – CONCRETE**

- 03 10 00 Concrete Forming and Accessories
- 03 20 00 Concrete Reinforcing
- 03 30 00 Cast-in-Place Concrete

**DIVISION 05 - METALS**

- 05 12 00 Structural Steel Framing
- 05 21 00 Steel Joist Framing
- 05 31 00 Steel Decking



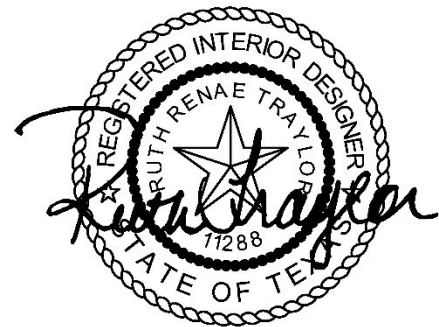
The Specification Sections authenticated by my seal and signature are limited to the following:

**DIVISION 09 – FINISHES**

- 09 51 13 Acoustical Panel Ceilings
- 09 65 13 Resilient Base and Accessories
- 09 65 19 Resilient Tile Flooring
- 09 91 23 Interior Painting

**DIVISION 11 - EQUIPMENT**

- 11 61 43 Stage Curtains



01/24/2025

## DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

### DIVISION 21 – FIRE SUPPRESSION

- 21 05 00 Common Work Results for Fire Suppression
- 21 13 13 Wet-Pipe Sprinkler Systems

### DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING

- 23 05 00 General Mechanical Requirements
- 23 05 00.20 Basic Mechanical Materials and Methods
- 23 05 53 Identification for HVAC Piping and Equipment
- 23 05 93 Testing, Adjusting, and Balancing for HVAC
- 23 07 00 HVAC Insulation
- 23 11 23 Facility Natural-Gas Piping
- 23 31 00 HVAC Ducts and Casings
- 23 33 00 Air Duct Accessories
- 23 37 00 Air Outlets and Inlets



## DESIGN PROFESSIONAL RESPONSIBILITY

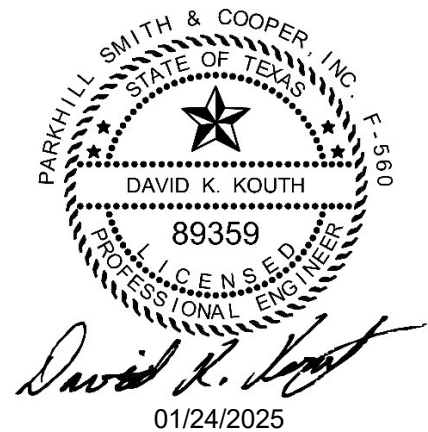
The Specification Sections authenticated by my seal and signature are limited to the following:

### DIVISION 26 - ELECTRICAL

26 05 00	Basic Electrical Methods
26 05 13	Building Wire and Cable
26 05 19	Equipment Wiring Systems
26 05 26	Grounding and Bonding
26 05 29	Supporting Devices
26 05 33	Conduit
26 05 33.16	Boxes
26 05 53	Electrical Identification
26 09 24	Lighting Controls
26 18 39	Enclosed Motor Controllers
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16.16	Enclosed Switches
26 51 00	Interior Lighting

### DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 31 00	Fire Alarm Systems
28 35 00	Emergency Radio Communications





**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent Operations

**SUBJECT: REQUEST FOR APPROVAL OF CONTRACT WITH MID-TEX OF MIDLAND  
TO BUILD NEW SHOOTING RANGE FOR PERMIAN HIGH SCHOOL  
JROTC PROGRAM**

**DATE:** May 20, 2025

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The Administration requests the Board approve the contract with Mid-Tex of Midland to act as the general contractor in building a shooting range for the Permian High School JROTC Program as part of the 2023 ECISD Bond Package.

\*\*\*\*\*

Administrative Recommendation:  
Approval of Mid-Tex Contract



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twentieth day of May in the year Two Thousand and Twenty Five

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Ector County ISD  
802 N. Sam Houston  
Odessa, Texas 79761  
432.456.0000 phone

and the Contractor:

*(Name, legal status, address and other information)*

Mid-Tex of Midland, Inc.  
5206 West Wadley  
Midland, Texas 79707  
432.697.2282 phone

for the following Project:

*(Name, location and detailed description)*

RFP No. 25-19  
ECISD 2023 Bond Improvements  
JROTC Program – Indoor Firing Range  
1800 E 42<sup>nd</sup> Street  
Odessa, Texas 79761

The Architect:

*(Name, legal status, address and other information)*

Parkhill  
3000 Internet Blvd, Suite 550  
Frisco, Texas 75034  
972.987.1670 phone

The Owner and Contractor agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and **Mid-Tex of Midland** (hereinafter referred to as "Contractor") desire to enter into a contract under which Contractor will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("Contract") as the basic form for that contract; and

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:



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## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A Owner Controlled Insurance Program (OCIP) Manual

#### ARTICLE 1 THE CONTRACT DOCUMENTS

**§ 1.1** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

**§ 1.2** This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

**§ 1.3** The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent's designee.

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§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

*(Paragraph deleted)*

The date of commencement of the Work shall be 10 calendar days after the later of: Contractor's receipt of the written Notice to Proceed or the Issuance of Building Permit. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than One Hundred Eighty ( 180 ) calendar days from the date of commencement of the Work.
- By the following date:

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Eighty-Seven Thousand Forty Dollars (\$ 1,387,040.00 ), subject to additions and deductions as provided in the Contract Documents.

*(Note: Optional Paragraph)*

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$50,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's

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authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

*(Table deleted)*

*(Paragraphs deleted)*

**§ 4.3** Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
Owner Contingency	\$50,000
Radio Enhancement System (Test Only)	\$ 4,125
Radio Enhancement System (if required)	\$55,000

**§ 4.4** Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**§ 4.5** Liquidated damages, if any:

**§ 4.5.1 Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$250 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**§ 4.5.2 Final Completion.** In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will

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be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$250 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

**§ 4.5.3** Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

None

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

#### § 5.1.7.1.1

*(Paragraphs deleted)*  
*[Intentionally deleted]*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this *(Paragraphs deleted)* Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

§ 5.1.8 *[Intentionally deleted]*

§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Board of Trustees' vote approving Final Payment.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest  
(Paragraphs deleted)  
pursuant to Texas Government Code Section 2251.025.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

### § 6.2

(Paragraphs deleted)

[Intentionally deleted]

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Christopher Bartlett  
802 N. Sam Houston Avenue, Odessa, Texas 79761  
[Christopher.Bartlett@ectorcountysid.org](mailto:Christopher.Bartlett@ectorcountysid.org)

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User Notes:

(1181044535)

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Paul Renz  
5206 West Wadley, Midland, Texas 79707  
paul@midtexofmidland.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit A.

§ 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability, Excess Liability, and separately Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 8.5.1.2 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

§ 8.5.1.3 Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

§ 8.5.1.4 Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents and in compliance with Texas Government Code, Chapter 2253.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given as set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at [Christopher.Bartlett@ectorcountyisd.org](mailto:Christopher.Bartlett@ectorcountyisd.org)

If to Contractor, via electronic mail, with electronic confirmation of receipt, Rob Rose, Project Coordinator, Mid-Tex of Midland, at [rob@midtexofmidland.com](mailto:rob@midtexofmidland.com)

§ 8.7 Other provisions:

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

**§ 8.7.16** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

**§ 8.7.17** No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 8.7.18** Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

**§ 8.7.19** By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 8.7.20** Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

**§ 8.7.21** The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 8.7.22**

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.
- .2 The Contractor must:

- .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
- .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,
- .3 On completion of the Contract, either:
  - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or
  - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance."

.6 If Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

.7 As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Owner Controlled Insurance Program (OCIP) Manual
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

*(Paragraphs deleted)*

*[Intentionally deleted]*

- .5 Drawings

Number	Title	Date
	Refer to Exhibit B - Index of Dwgs	

- .6 Specifications

Section	Title	Date	Pages
	Refer to Exhibit C - Table of Contents		

- .7 Addenda, if any:

Init.

User Notes:

Number	Date	Pages
Addendum 001	2/07/2025	2
Addendum 002 (Post Bid)	3/14/2025	2
Addendum 003 (Post Bid)	3/26/2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**RFP/CONTRACTOR’S PROPOSAL**

This Amended Agreement entered into as of the day and year first written above.

ECTOR COUNTY ISD

MID-TEX OF MIDLAND, INC.

\_\_\_\_\_  
**OWNER** *(Signature)*

Dr. Keeley Boyer | Superintendent  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Paul Renz | President  
*(Printed name and title)*

# **Additions and Deletions Report for** **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:24:16 ET on 05/14/2025.

## **PAGE 1**

**AGREEMENT** made as of the Twentieth day of May in the year Two Thousand and Twenty Five

...

Ector County ISD  
802 N. Sam Houston  
Odessa, Texas 79761  
432.456.0000 phone

...

Mid-Tex of Midland, Inc.  
5206 West Wadley  
Midland, Texas 79707  
432.697.2282 phone

...

RFP No. 25-19  
ECISD 2023 Bond Improvements  
JROTC Program – Indoor Firing Range  
1800 E 42<sup>nd</sup> Street  
Odessa, Texas 79761

...

Parkhill  
3000 Internet Blvd, Suite 550  
Frisco, Texas 75034  
972.987.1670 phone

...

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Mid-Tex of Midland (hereinafter referred to as "Contractor") desire to enter into a contract under which Contractor will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

**EXHIBIT A INSURANCE AND BONDS Owner Controlled Insurance Program (OCIP) Manual**

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. § 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent's designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

Established as follows:

...

If ~~The date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement shall be 10 calendar days after the later of: Contractor's receipt of the written Notice to Proceed or the~~

Issuance of Building Permit. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:

...

Not later than One Hundred Eighty ( 180 ) calendar days from the date of commencement of the Work.

By the following date:

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Eighty-Seven Thousand Forty Dollars (\$ 1,387,040.00 ), subject to additions and deductions as provided in the Contract Documents.

*(Note: Optional Paragraph)*

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$50,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

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N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

...

<u>Owner Contingency</u>	<u>\$50,000</u>	
<u>Radio Enhancement System (Test Only)</u>	<u>\$ 4,125</u>	
<u>Radio Enhancement System (if required)</u>	<u>\$55,000</u>	

...

N/A

...

(Insert terms and conditions for liquidated damages, if any.) **§ 4.5.1 Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$250 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**§ 4.5.2 Final Completion.** In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$250 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

**§ 4.5.3** Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

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None

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum ~~Sum~~, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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.1 That portion of the Contract Sum properly allocable to completed ~~Work~~; Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

...

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified~~-justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction.

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; A201-2017 or amounts certified by the Architect and disputed by the Owner; and

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner ~~may~~ shall withhold the following amount, as retainage, from the payment otherwise due:

...

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

*[Intentionally deleted]*

...

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017. *[Intentionally deleted]*

§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

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§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor ~~when~~ after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- ~~.2~~ .3 a final Certificate for Payment has been issued by the ~~Architect~~ Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Owner's Board of Trustees' vote approving Final Payment.

...

Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~  
(Insert rate of interest agreed upon, if any.)

~~—%~~ pursuant to Texas Government Code Section 2251.025.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.** ~~Intentionally deleted~~

...

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

...

Christopher Bartlett  
802 N. Sam Houston Avenue, Odessa, Texas 79761  
**PAGE 9**

Paul Renz  
5206 West Wadley, Midland, Texas 79707  
paul@midtexofmidland.com

...

**§ 8.5.1** ~~The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~ has established an Owner

Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit A.

§ 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability, Excess Liability, and separately Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 8.5.1.2 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

§ 8.5.1.3 Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

§ 8.5.1.4 Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents; the Contract Documents and in compliance with Texas Government Code, Chapter 2253.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

...

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at [Christopher.Bartlett@ectorcountysd.org](mailto:Christopher.Bartlett@ectorcountysd.org)

If to Contractor, via electronic mail, with electronic confirmation of receipt, Rob Rose, Project Coordinator, Mid-Tex of Midland, at [rob@midtexofmidland.com](mailto:rob@midtexofmidland.com)

...

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,

.3 On completion of the Contract, either:

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance."

.6 If Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

7. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

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.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds Exhibit A, Owner Controlled Insurance Program (OCIP) Manual

...

.4 Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

[Intentionally deleted]

...

Refer to Exhibit B - Index of Dwgs

...

Refer to Exhibit C - Table of Contents

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<u>Addendum 002 (Post Bid)</u>	<u>3/14/2025</u>	<u>2</u>
<u>Addendum 003 (Post Bid)</u>	<u>3/26/2025</u>	<u>1</u>

...

**RFP/CONTRACTOR'S PROPOSAL**

This Amended Agreement entered into as of the day and year first written above.

...

Dr. Keeley Boyer | Superintendent

Paul Renz | President



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:24:16 ET on 05/14/2025 under Order No. 4104246981 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

EXHIBIT B  
**ECISD – JROTC  
INDOOR FIRING RANGE  
RFP#25-19 | 42983.24**

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**EXHIBIT C**  
**ECISD – JROTC**  
**INDOOR FIRING RANGE**  
**RFP#25-19 | 42983.24**

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**EXHIBIT C**  
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**EXHIBIT C**  
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## **BUDGET UPDATE DISCUSSION**

Discussion with the Board regarding 2025-2026 budget.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR NIMITZ MIDDLE SCHOOL**  
**DATE:** May 20, 2025

---

Recommendation to hire Principal for Nimitz Middle School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Nimitz Middle School.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR EK DOWNING ELEMENTARY SCHOOL**  
**DATE:** May 20, 2025

---

Recommendation to hire Principal for EK Downing Elementary School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for EK Downing Elementary School.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR GONZALES ELEMENTARY SCHOOL**  
**DATE:** May 20, 2025

---

Recommendation to hire Principal for Gonzales Elementary School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Gonzales Elementary School.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT: REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION  
TO HIRE EXECUTIVE DIRECTOR OF LEADERSHIP**  
**DATE:** May 20, 2025

---

Recommendation to hire Executive Director of Leadership.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Executive Director of Leadership.



**TO:** Board of Trustees  
**FROM:** Dr. Keeley Boyer, Superintendent of Schools  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE CHIEF ACADEMIC OFFICER**  
**DATE:** May 20, 2025

---

Recommendation to hire Chief Academic Officer.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Chief Academic Officer.



**TO:** Board of Trustees  
**FROM:** Dr. Keeley Boyer, Superintendent of Schools  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE CHIEF HUMAN CAPITAL OFFICER**  
**DATE:** May 20, 2025

---

Recommendation to hire Chief Human Capital Officer.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Chief Human Capital Officer.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Keeley Boyer, Superintendent of Schools

**SUBJECT:** DISCUSSION OF AND REQUEST FOR APPROVAL OF REORGANIZATION OF BOARD OF TRUSTEES NAMING PRESIDENT, VICE-PRESIDENT, AND SECRETARY

**DATE:** May 20, 2025

---

Texas Education Code, Section 11.061(C) requires that each school board “organize at the first meeting after the election and qualification of trustees.”

\*\*\*\*\*

Administrative Recommendation:

Approve reorganization of Board of Trustees Naming President, Vice-President, and Secretary.

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

<b>Board Officers</b>	The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.
Vacancy	A vacancy among officers of the Board shall be filled by majority action of the Board.
<b>Term and Duties</b>	Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.
President	In addition to the duties required by law, the President of the Board shall: <ol style="list-style-type: none"><li>1. Preside at all Board meetings unless unable to attend.</li><li>2. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.</li></ol>
Vice President	The Vice President of the Board shall: <ol style="list-style-type: none"><li>1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.</li><li>2. Become President only upon being elected to the position.</li></ol>
Secretary	The Secretary of the Board shall: <ol style="list-style-type: none"><li>1. Ensure that an accurate record is kept of the proceedings of each Board meeting.</li><li>2. Ensure that notices of Board meetings are posted and sent as required by law.</li><li>3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.</li><li>4. Sign or countersign documents as directed by action of the Board.</li></ol>



## **FINANCIALS**

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

**GENERAL FUND (199) YTD BUDGET REPORT**  
 MARCH 31, 2025

FOR 2025 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>199 GENERAL FUND</b>							
00 GENERAL LEDGER AND REVENUE	-337,223,000	-4,945,514	-342,168,514	-233,930,307.22	.00	-108,238,206.78	68.4%
11 INSTRUCTION	200,591,101	285,492	200,876,593	127,945,216.32	55,770,105.89	17,161,270.79	91.5%
12 INSTRUCTIONAL RES & MEDIA SERV	2,080,846	608,578	2,689,424	1,497,952.18	519,856.50	671,615.32	75.0%
13 CURRICULUM & STAFF DEVELOPMENT	9,812,543	-180,000	9,632,543	5,604,560.29	1,513,454.50	2,514,528.21	73.9%
21 INSTRUCTIONAL LEADERSHIP	5,236,712	105,000	5,341,712	3,776,236.53	1,005,952.54	559,522.93	89.5%
23 SCHOOL LEADERSHIP	19,788,203	1,665,494	21,453,697	15,783,174.63	5,227,075.00	443,447.37	97.9%
31 GUID, COUNS & EVALUATION SERVS	16,622,717	270,000	16,892,717	11,705,921.14	4,897,881.90	288,913.96	98.3%
32 SOCIAL WORK SERVICES	1,898,930	-85,000	1,813,930	1,163,815.65	509,586.47	140,527.88	92.3%
33 HEALTH SERVICES	3,206,566	0	3,206,566	2,157,042.26	899,740.72	149,783.02	95.3%
34 STUDENT TRANSPORTATION	10,848,013	707,530	11,555,543	6,386,615.25	3,347,552.48	1,821,375.27	84.2%
36 CO/EXTRACURRICULAR ACTIVITIES	8,062,579	31,817	8,094,396	5,102,278.09	1,403,692.47	1,588,425.44	80.4%
41 GENERAL ADMINISTRATION	8,517,284	531,000	9,048,284	6,182,198.90	2,168,387.37	697,697.73	92.3%
51 FACILITIES MAINT & OPERATIONS	36,845,955	4,852,080	41,698,035	27,127,135.49	9,420,522.35	5,150,377.16	87.6%
52 SECURITY & MONITORING SERVICES	8,225,177	-38,865	8,186,312	5,424,768.79	1,309,195.61	1,452,347.60	82.3%
53 DATA PROCESSING SERVICES	9,325,521	423,986	9,749,507	6,465,216.64	2,515,414.09	768,876.27	92.1%
61 COMMUNITY SERVICES	1,511,998	375,000	1,886,998	1,305,500.20	349,525.99	231,971.81	87.7%
71 DEBT SERVICE	1,388,000	-11,000	1,377,000	663,948.06	253,775.29	459,276.65	66.6%
81 FACILITIES ACQUISITION & CONST	3,000,000	-340,474	2,659,526	952,913.16	1,368,197.44	338,415.40	87.3%
99 INTERGOVERNMENTAL CHARGES	2,260,855	0	2,260,855	1,601,319.25	659,535.75	.00	100.0%
<b>TOTAL GENERAL FUND</b>	<b>12,000,000</b>	<b>4,255,124</b>	<b>16,255,124</b>	<b>-3,084,494.39</b>	<b>93,139,452.36</b>	<b>-73,799,833.97</b>	<b>554.0%</b>
TOTAL REVENUES	-337,748,000	-4,945,514	-342,693,514	-233,930,307.22	.00	-108,763,206.78	
TOTAL EXPENSES	349,748,000	9,200,638	358,948,638	230,845,812.83	93,139,452.36	34,963,372.81	
<b>GRAND TOTAL</b>	<b>12,000,000</b>	<b>4,255,124</b>	<b>16,255,124</b>	<b>-3,084,494.39</b>	<b>93,139,452.36</b>	<b>-73,799,833.97</b>	<b>554.0%</b>

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\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**SCHOOL NUTRITION (240) YTD BUDGET REPORT**  
 MARCH 31, 2025

FOR 2025 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>240 SCHOOL NUTRITION</b>							
00 GENERAL LEDGER AND REVENUE	-20,327,315	-2,230,730	-22,558,045	-18,713,319.74	.00	-3,844,725.26	83.0%
35 FOOD SERVICE	20,327,315	3,691,340	24,018,655	15,149,114.09	4,675,192.85	4,194,348.06	82.5%
TOTAL SCHOOL NUTRITION	0	1,460,610	1,460,610	-3,564,205.65	4,675,192.85	349,622.80	76.1%
TOTAL REVENUES	-20,327,315	-2,230,730	-22,558,045	-18,713,319.74	.00	-3,844,725.26	
TOTAL EXPENSES	20,327,315	3,691,340	24,018,655	15,149,114.09	4,675,192.85	4,194,348.06	
GRAND TOTAL	0	1,460,610	1,460,610	-3,564,205.65	4,675,192.85	349,622.80	76.1%
** END OF REPORT - Generated by BAUMANN, DUSTY **							

**DEBT SERVICE (599) YTD BUDGET REPORT**  
 MARCH 31, 2025

FOR 2025 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>599 DEBT SERVICE FUND</b>							
00 GENERAL LEDGER AND REVENUE	-46,249,195	-1,197,116	-47,446,311	-46,524,137.94	.00	-922,173.06	98.1%
71 DEBT SERVICE	16,849,195	8,025,725	24,874,920	24,863,767.30	9,900.00	1,252.70	100.0%
TOTAL DEBT SERVICE FUND	-29,400,000	6,828,609	-22,571,391	-21,660,370.64	9,900.00	-920,920.36	95.9%
TOTAL REVENUES	-46,249,195	-1,197,116	-47,446,311	-46,524,137.94	.00	-922,173.06	
TOTAL EXPENSES	16,849,195	8,025,725	24,874,920	24,863,767.30	9,900.00	1,252.70	
GRAND TOTAL	-29,400,000	6,828,609	-22,571,391	-21,660,370.64	9,900.00	-920,920.36	95.9%
** END OF REPORT - Generated by BAUMANN, DUSTY **							

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
 MONTHLY REPORT OF TAX COLLECTIONS  
 FOR THE PERIOD OF JULY 1, 2024 THRU MARCH 31, 2025

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2023 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2024	178,697,919.00	(322,938.60)	178,374,980.40	163,660,295.63	2,920,769.90	11,793,914.87	6.60%	6.61%
<b>DELINQUENT TAX</b>								
2023	7,921,932.34	(723,872.97)	7,198,059.37	1,642,129.87	148,465.55	5,407,463.95	68.26%	75.12%
2022	3,848,445.77	(122,659.81)	3,725,785.96	509,144.07	86,157.82	3,130,484.07	81.34%	84.02%
2021	1,902,603.23	(32,962.14)	1,869,641.09	272,311.27	49,353.30	1,547,976.52	81.36%	82.80%
2020	1,516,278.78	(4,693.26)	1,511,585.52	187,104.23	27,896.06	1,296,585.23	85.51%	85.78%
2019	1,277,172.83	(0.07)	1,277,172.76	112,596.89	13,332.24	1,151,243.63	90.14%	90.14%
2018	962,383.87	0.00	962,383.87	58,077.73	8,332.02	895,974.12	93.10%	93.10%
2017	799,821.83	(88.13)	799,733.70	38,347.10	5,136.73	756,249.87	94.55%	94.56%
2016	862,517.72	0.00	862,517.72	26,654.97	2,406.66	833,456.09	96.63%	96.63%
2015	777,307.59	(0.51)	777,307.08	19,431.45	1,460.36	756,415.27	97.31%	97.31%
2014	786,352.05	0.00	786,352.05	19,566.33	1,729.26	765,056.46	97.29%	97.29%
2013	534,144.48	(56,821.10)	477,323.38	9,518.46	2,851.36	464,953.56	87.05%	97.41%
2012+	2,885,025.85	(15,164.31)	2,869,861.54	44,389.83	10,505.65	2,814,966.06	97.57%	98.09%
<b>TOTAL DELINQUENT TAX</b>	<b>24,073,986.34</b>	<b>(956,262.30)</b>	<b>23,117,724.04</b>	<b>2,939,272.20</b>	<b>357,627.01</b>	<b>19,820,824.83</b>	<b>82.33%</b>	<b>85.74%</b>
<b>CED # 24 SII TAXES</b>	<b>46,548.77</b>	<b>0.56</b>	<b>46,549.33</b>	<b>267.48</b>	<b>46.06</b>	<b>46,235.79</b>	<b>99.33%</b>	<b>99.33%</b>
<b>TOTAL ALL TAXES</b>	<b>202,818,454.11</b>	<b>(1,279,200.34)</b>	<b>201,539,253.77</b>	<b>166,599,835.31</b>	<b>3,278,442.97</b>	<b>31,660,975.49</b>		
<b>PENALTY / INTEREST / DISCOUNT</b>						<b>YEAR TO DATE</b>		
				CURRENT P & I	0.00	185.43	185.43	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	1,337,761.43	404,535.81	1,742,297.24	
<b>TOTAL PENALTY / INTEREST / DISCOUNT</b>					<b>1,337,761.43</b>	<b>404,721.24</b>	<b>1,742,482.67</b>	
<b>OTHER COLLECTIONS</b>								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	1,479.63	200.57	1,680.20	
				LATE RENDITION FEES	227,711.33	31,134.11	258,845.44	
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00	
				OTHER COSTS COLLECTED	0.00	0.00	0.00	
				SUSPENSE PAYMENTS	0.00	0.00	0.00	
				REFUNDS	0.00	0.00	0.00	
				CASH OVER / (SHORT)	0.00	0.00	0.00	
<b>TOTAL OTHER</b>					<b>229,190.96</b>	<b>31,334.68</b>	<b>260,525.64</b>	
<b>TOTAL SCHOOL</b>					<b>168,166,787.70</b>	<b>3,714,498.89</b>	<b>171,881,286.59</b>	
				<b>GENERAL FUND</b>		<b>DEBT SERVICE</b>		
				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
<b>TOTAL</b>				<b>2,455,893.18</b>	<b>326,510.59</b>	<b>822,735.22</b>	<b>109,359.90</b>	<b>3,714,498.89</b>



## **PURCHASES OVER \$50,000 INFORMATIONAL REPORT**

The purchases over \$50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

## ECISD New Purchase Orders Over \$50,000 Report for April 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	04/25/2025	25010853	AMSTAR INC	\$ 1,151,968	BURLESON P1P2 PROJECTS/REMODEL	BUYBOARD 581-19	693-81-6629-00-136-99-65224 693-81-6629-00-136-99-65724 199-51-6299-00-136-99-	SABLE CORRALES	DISTRICT OPERATIONS
2	04/25/2025	25010854	AMSTAR INC	\$ 1,149,953	TRAVIS P1P2 PROJECTS	BUYBOARD 581-19	693-81-6629-00-122-99-65724 693-81-6629-00-122-99-65224 693-81-6629-00-122-99-65524	SABLE CORRALES	DISTRICT OPERATIONS
3	04/28/2025	25010926	ATMOS ENERGY	\$ 844,364	NEW MIDDLE SCHOOL-UTILITIES INFRASTRUCTURE	NATURAL GAS SERVICES	693-81-6629-00-049-99-50024	SABLE CORRALES	DISTRICT OPERATIONS
4	04/14/2025	25010295	LAKESHORE PARENT LLC	\$ 171,301	BURLESON PREK 4 FURNITURE	TEXBUY 022-A	199-11-6399-00-848-36- 199-11-6397-00-848-36-	LAURA PEREZ	ADVANCED ACADEMIC SERVICES
5	04/16/2025	25010531	CONSCIOUS DISCIPLINE HOLDINGS LLC	\$ 150,000	CONSCIOUS DISCIPLINE TRAINING FOR 150 PARTICIPANTS 5 days on-site Coaching & Training PD at Lamar Early Education Center June 2-6, 2025.	ALLIED STATES 24-7474	211-13-6299-00-848-30-21125	LAURA PEREZ	ADVANCED ACADEMIC SERVICES
6	04/14/2025	25010294	LAKESHORE PARENT LLC	\$ 106,075	BURLESON PREK 3 FURNITURE	TEXBUY 022-A	199-11-6399-00-848-36- 199-11-6397-00-848-36-	LAURA PEREZ	ADVANCED ACADEMIC SERVICES
7	04/25/2025	25010856	CDW-G	\$ 102,893	ADDITIONAL TEACHER DEVICES 70 - DELL CTO 5350	SOURCEWELL 121923- ECTOR COUNTY ISD (121923)	199-11-6397-99-864-11-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY 280
8	04/11/2025	25010204	FOLLETT CONTENT SOLUTIONS LLC	\$ 98,605	BURLESON LIBRARY BOOKS 5,693 - BOOKS	BUYBOARD 702-23	199-12-6329-00-136-36-	JESSICA MARICHALA	INFORMATION TECHNOLOGY
9	04/17/2025	25010549	ECTOR COUNTY ELECTIONS REVENUE	\$ 95,000	MAY 3, 2025 ECISD BOARD OF TRUSTEES ELECTION SVCS	SOLE SOURCE	199-41-6439-00-702-99-	MARY FRANCO	BOARD OF TRUSTEES
10	04/23/2025	25010707	CDW-G	\$ 86,303	2 - CARRIER 30 CART - CHROMEBOOK, LAPTOP, IPAD, TABLE 60 - DELL CTO 5550	SOURCEWELL 121923- ECTOR COUNTY ISD (121923)	199-11-6397-00-002-22-	MICHAEL HORTON	ODESSA HIGH SCHOOL
11	04/29/2025	25011003	ODESSA COLLEGE	\$ 85,081	NON-BIDDABLE MISCELLANEOUS ITEMS OC STUDENT TUITION - DUAL COLLEGE CREDIT COURSES	SOLE SOURCE	199-11-6223-00-009-11-	KATHLEEN HALFORD	THE STEM ACADEMY
12	04/11/2025	25010120	TRANE U.S. INC.	\$ 76,150	CAMPUS MDF ROOM A/C UNITS 15 - 1 TON HEAT PUMP MINI SPLIT 5 - 1.5 TON HEAT PUMP MINI SPLIT	U.S. COMMUNITIES 3341	199-81-6639-00-965-99-	KENT CLARK	MAINTENANCE SERVICES
13	04/29/2025	25011000	LVR COMMERCIAL FLOORING	\$ 71,691	W&Y MAIN OFFICES, SPECIAL EDUCATION AREA 7805 sf Polished concrete w/aggregate exposure 1580 lf Roppe 4 1/2" cove based installed	BUYBOARD 736-24	199-51-6246-00-965-99-	SABLE CORRALES	DISTRICT OPERATIONS
14	04/09/2025	25009998	THE SEWELL FAMILY OF COMPANIES INC	\$ 70,205	MAINTENANCE MOVING TRUCK 24 F350 SD XL REG CAB	BUYBOARD 724-23	199-51-6631-00-955-99-	KENT CLARK	MAINTENANCE SERVICES
15	04/07/2025	25009899	THE SEWELL FAMILY OF COMPANIES INC	\$ 67,455	MAINTENANCE 1 TON SERVICE TRUCK (GROUNDS) 24 F350 SD XL REG CAB	BUYBOARD 724-23	199-51-6631-00-955-99-	KENT CLARK	MAINTENANCE SERVICES
16	04/17/2025	25010611	KAT TURF SERVICES LLC	\$ 60,660	FOOTBALL - GAME FIELD SYNTHETIC TURF G-MAX TESTING 3 PRETESTS AND 10 POST G-MAX TESTS SOFTBALL - FIELD CLEANING AND SANITATION BASEBALL - FIELD CLEANING AND SANITATION	TIPS 23020101	199-51-6299-00-905-91-	DORA CRUZ	ATHLETICS
17	04/14/2025	25010225	LAKESHORE PARENT LLC	\$ 58,536	BURLESON SPED CLASSROOM FURNITURE	TEXBUY 022-A	199-11-6397-00-848-36- 199-11-6399-00-848-36-	LAURA PEREZ	ADVANCED ACADEMIC SERVICES

## ECISD New Purchase Orders Over \$50,000 Report for April 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
18	04/10/2025	25010072	EDUPHORIA INCORPORATED	\$ 58,286	TEKSTREADY	TIPS 220105	199-11-6394-TI-999-11-	JESSICA MARICHALA	INFORMATION TECHNOLOGY
19	04/04/2025	25009830	OFFICEWISE COMMERCIAL INTERIORS LLC	\$ 57,721	CLASSROOM FURNITURE CTE 120 - ALUMNI COLLABORATIVE LEARNING BOOMERANG STUDY DESKS 120 - ALUMNI EXPLORER 4 LEG MOBILE CHAIR 6 - ALUMNI MAKERSPACE WORKS TABLE 36 - ALUMNI EXPLORER 4 LEG CAFÉ CHAIR	BUYBOARD 767-25	199-11-6397-00-011-22-	MICHELLE HERRERA	GEORGE HW BUSH NEW TECH ODESSA
20	04/04/2025	25009825	SCHOOL SPECIALTY LLC	\$ 53,147	STUDENT DESKS AND CHAIRS 280 - CLASSROOM SELECT TRADITIONAL STUDY TOP DESK 20x26 280 - CHAIR CLASSROOM SELECT NEOCLASS 4 LEG	OMNIA R240115	211-11-6397-00-046-30-21125 199-11-6397-00-046-11-	DAPHNE NARRELL	NIMITZ MIDDLE SCHOOL
21	04/04/2025	25009831	CONTRACT PAPER GROUP INC	\$ 50,518	PAPER INVENTORY 1,680 - 8.5X11 WHITE COPY PAPER 92 BRIGHT	BUYBOARD 707-23	199-00-1315-00-975-00-	MARTHA CASTILLO	BUSINESS OPERATIONS WAREHOUSE

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
Odessa, Texas

**MEMORANDUM**

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Anthony Sorola, Associate Superintendent

RE: Routine Personnel Report for April 2025

DATE: 4/30/2025

**Elementary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ALEXANDRA TWITCHELL	SPED CLASS	LBJ ELEMENTARY SCHOOL	4/28/2025

**Secondary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

**Administrative Level Recommendations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
EMANUEL BADILLO ROQUE	POLICE OFFICER	DIST POLICE	4/16/2025
LINDA VELEZ	POLICE OFFICER	DIST POLICE	4/24/2025

**Elementary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
REAGAN RILEY	PRE K- KINDER (REG)	AUSTIN ELEMENTARY SCHOOL	4/1/2025
JANA JARDANE	SPED CLASS	LBJ ELEMENTARY SCHOOL	4/1/2025

**Secondary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ARLYN JUAREZ	MARIACHI	ECTOR MIDDLE SCHOOL	4/11/2025

**Administrative Level Resignations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE