Agenda of Regular Meeting

The Board of Trustees
Ector County Independent School District

A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held August 18, 2026, 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 the Texas Open Meetings Act, Texas Government Code, Chapter 551, have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Hays STEAM Academy Students Judah Hufty and Julian Torres
4. Invocation: Children's Minister Rachel Brady, Odessa Bible Church
5. Special Presentations:
Recognition of Visual Arts Scholastic Events (VASE) State Qualifiers
Announcement of District of Distinction Honor from the Texas Art Educators Association
Announcement of ECISD Named in Best Communities for Music Education by National Association of Music Merchants
6. Opening Remarks by Superintendent
7. Public Comment
8. Board Policy
    - A. Discussion of and Request for Approval of TASB Local Policy Update 127 — 4
9. Bond 2023
    - A. Bond 2023 Update — 28
    - B. Discussion of and Request for Approval of Bond 2023 Purchases over $100,000 — 29
    - C. Discussion of and Request for Approval of AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Construction and Renovation for the Transportation Facility Project — 33
    - D. Discussion of and Request for Approval of AIA Document G802-2017 Amendment to the Professional Services Agreement with PBK - Ector County ISD CTE Center (ATLAS CTE Center) — 168
10. Action Items
    - A. Discussion of and Request for Approval of Purchases over $100,000 — 229
    - B. Discussion of and Request for Approval of 2026-2027 Budget Amendment #1 — 233

C. Discussion of and Request for Approval to Sell Property for Less than Market Value 237
D. Discussion of and Request for Approval of Application to Renew Optional Flexible School Day Program (OFSDP) 247
11. Consent Agenda
A. Request for Approval of Minutes of Meetings 276
B. Request for Approval of Bills for Payment 295
C. Request for Approval of Acceptance of Donations Over $10,000 334
D. Request for Approval of Annual Investment Report 352
E. Request for Approval to Enter into the Participation Agreement that will Extend the Interlocal Agreement with Purchasing Cooperatives (COOPS) and Ector County ISD 404
F. Request for Approval of Resolution Amending Authorized Representatives 405
G. Request for Approval of Board T-TESS and T-PESS Appraisers for the 2026-2027 School Year 406
H. Request for Approval of Board T-TESS and T-PESS Calendar for the 2026-2027 School Year 412
I. Request for Approval of Personal Services by Dr. Cheryl Wilson for Adjunct Professor for Odessa College Pursuant to Texas Education Code §11.006 (c) 419
J. Request for Approval of Interlocal Agreement between the Ector County Independent School District and Communities in Schools of the Permian Basin, Inc. 420
K. Request for Approval of Partnership Agreement between Ector County Independent School District and Acceleration Academies 428
L. Request for Approval of UIL Exemption List for the 2026-2027 School Year 447
M. Request for Approval of 2026-2027 Scripps National Spelling Bee, Inc. Regional Partnership Agreement 463
N. Request for Approval of Extracurricular Status of 4-H Organization Resolution and Adjunct Staff Members 476
12. Report/Discussion Items
A. Discussion of 2025-2026 Board Goals and Indicators of Success 481
13. 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 retroactive hiring of Principal for Burnet Elementary School, and Principal for Bonham Middle School); (The Board of Trustees will deliberate the selection of Single Member District - Position 1 Applicants for Interview.); 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 Retroactive Personnel Recommendation to Hire Principal for Burnet Elementary School 482

B. Request for Approval of Retroactive Personnel Recommendation to Hire Principal for Bonham Middle School 483
C. Possible Action to Select Single Member District - Position 1 Applicants for Interview 484
14. Information Items 485
A. Financials 486
B. Quarterly Donations Informational Report 491
C. Purchases Over $100,000 Informational Report 495
D. Routine Personnel Report 499
15. Closing Remarks by Superintendent
16. Adjournment

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Chief of Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF TASB LOCAL POLICY UPDATE 127**

DATE: August 18, 2026

The Administration requests that the Board approve TASB Update 127, which includes 10 revisions to local policies, largely reflecting changes resulting from the 89th Regular Legislative Session.

BJCF(LOCAL): SUPERINTENDENT: NONRENEWAL

CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

DC(LOCAL): EMPLOYEMENT PRACTICES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DHA(LOCAL): EMPLOYEE STANDARDS OF CONDUCT: EDUCATOR CODE OF ETHICS

DP(LOCAL): PERSONNEL POSITIONS

DPA(LOCAL): PERSONNEL POSITIONS: PRINCIPALS

DPB(LOCAL): PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

EHBB(LOCAL): SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

FFF(LOCAL): STUDENT WELFARE: STUDENT SAFETY

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Administrative Recommendation:
Approval of TASB Local Policy Update 127

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

5. Failure to comply with Board policies or administrative regulations.

6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]

7. Conducting personal business during school hours when it results in neglect of duties.

8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

10. Failure to meet the District's standards of professional conduct.

11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.

15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.

16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.

17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.

18. Behavior that presents a danger of physical harm to a student or other individuals.

19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

21. Falsification of records or other documents related to the District's activities.

22. Falsification or omission of required information on an employment application.

23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.

24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.

25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

27. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27.~~29. Any reason constituting good cause for terminating the contract during its term.

Notice of Proposed Nonrenewal

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.

2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members — BBF
  - for employees — ~~DH~~DHA
- Financial conflicts of interest:
  - for public officials — BBFA
  - for all employees — DBD
  - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

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Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Filling Vacancies

The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any vacancy.

The recruitment and processing of all applicants shall include online applications, personal interviews, investigative follow-up, and a thorough and comprehensive review of the applicant's character, training, and experience.

Applicants

All applicants shall complete the online application that is made available by the District. Information contained in applications for professional certified positions shall be verified before a contract is offered, and information contained in applications for service positions shall be verified before hiring or as soon as possible thereafter.

[For information related to the evaluation of criminal history records, see DBAA.]

Selection and Employment

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

Employment of Contractual Personnel

The Board retains final authority for employment of campus principals and all other contractual personnel in leadership positions at the executive director level and above.

The Board delegates to the Superintendent final authority for employment of all other contractual employees. The Superintendent shall report to the Board all hiring conducted under this authority.

The executive director of human resources shall have authority to offer employment contracts to prospective teachers during the recruiting season(s) up to a number to be authorized annually by the Superintendent or designee.

[See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

Authorization for Temporary Employees

Temporary employees may be employed by the District to accomplish special tasks or to manage seasonal peaks in workload. A temporary employee will be assigned to a nonpermanent position for a period of time needed to complete the tasks. Temporary employees shall not be entitled to District fringe benefits such as health insurance, paid leave, or payroll deduction.

The Superintendent shall establish guidelines for the employment of temporary personnel.

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH(EXHIBIT~~DHA(LEGAL) for the Educators' Code of Ethics.]

An employee shall be courteous to another employee and the public, working together in a cooperative spirit to serve the best interests of the District. An employee wishing to express criticism or professional concerns shall do so through appropriate administrative procedures or the collaborative process. Such expressions shall be considered in light of their relation to the implementation of campus goals and objectives and/or the District's mission. [See BQB and AE]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See ~~DH(EXHIBIT~~DHA(LEGAL)]

Participation in Community Activities

An employee of the District shall be encouraged to maintain as many community contacts as possible in order to keep the public informed about the educational program.

Every school employee shall have the privilege and is strongly urged to accept the responsibility of taking an active part in community life. He or she is expected to participate in community activities in such a way to bring credit to the schools.

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, unlawful possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see ~~DH(EXHIBIT~~DHA(LEGAL)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Prohibited Classroom Instruction or Activities	An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].
Prohibited Diversity, Equity, and Inclusion Duties	An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly: • Engages in diversity, equity, and inclusion (DEI) duties. • Assigns to another individual DEI duties. [See BT(LEGAL)]
Social Transitioning	An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	An employee shall not engage in prohibited harassment, including sexual harassment, of: 1. Other employees. [See DIA] 2. Students. [See FFH; see FFG regarding child abuse and neglect.] While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents. An employee shall report child abuse or neglect as required by law. [See FFG]
Relationships with Students	An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Each District employee shall enforce policies regarding the use or possession of tobacco and nicotine products and e-cigarettes on school property.

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
   - Dishonesty; fraud; deceit; theft; misrepresentation;
   - Deliberate violence;
   - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;

- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Statement of Policy

Bigotry and racism are in conflict with the mission, goals, and objectives of the District to provide the best education and work environment possible for all of its students and employees. Accordingly, it is the policy of the District to maintain a learning and working environment that is free from such conduct.

Prohibited Actions

An employee shall be in violation of this policy if, on school grounds, at school-sanctioned activities, or in vehicles dispatched by the District, he or she:

1. Directs personal insults (whether written or oral), including epithets, slurs, and insults based on a person's race, ethnicity, color, religion, national origin, sex, or disabling condition, which are addressed to an individual.
2. Threatens with physical harm or actually harms a person on the basis of that person's race, ethnicity, color, religion, national origin, sex, or disabling condition.
3. Defaces school property or materials in such a manner as to demean the race, ethnicity, color, religion, national origin, sex, or disabling condition of an individual or group.
4. Damages, defaces, or destroys private property of any person on the basis of that person's race, ethnicity, color, religion, national origin, sex, or disabling condition.

[For sex discrimination/sex abuse, see DAA and DIA.]

No solicitations of any kind shall be made on behalf of a school or the District unless prior approval of the Superintendent or designee and the campus principal has been obtained.

Principal Qualifications

In addition to the minimal certification requirement, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

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

Parental Consent

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

Selection

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

~~Selection~~Matrix or Threshold System

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

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

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

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

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

Exit Provisions

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

Appeals

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

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

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

Community Awareness

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

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~:

1. Alleged abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or
4. ~~1.~~4. Failing to maintain appropriate boundaries with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

BOND 2023 UPDATE

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

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER $100,000**

DATE: August 18, 2026

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 $100,000

ECISD
Request for Bond Purchases Over $100,000
August 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	Amstar, Inc. Henthorn Commercial Construction LMC Corporation Lopez and Son's, Inc. Mid-Tex of Midland, Inc. SDB Contracting Services Tommy Klein Construction, Inc. WR Construction, Inc.	$ 20,000,000	Bond Funds 693	Stacey Nunez District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1 2 OF 4 OPTIONAL RENEWALS	Job Order Contracting General Construction Services	ECISD will be utilizing general contractors to address and resolve priority 1 and 2 issues.	2026-2027
2B	Copperhead Electric Services LLC D&E Electric Dennard Electric	$ 3,000,000	Bond Funds 693	Stacey Nunez District Operations	RENEWAL ECISD AWARDED RFP 24-34 ADDENDUM 1 2 OF 4 OPTIONAL RENEWALS	Job Order Contracting Electrical Services	ECISD will be utilizing electrical contractors to address and resolve priority 1 and 2 electrical issues.	2026-2027

Stacey Nunez
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
432-456-9659

District Operations

Renewal RFP # 24-31 Job Order Contracting Services for General Construction – **2** of **4** Optional Renewals

- **Purpose:** District Operations is seeking to utilize the general contractors from the awarded pool for Bond related Priority 1 and Priority 2 construction projects. This is for 2026-2027 fiscal year.
- **Background Info:** As part of the bond package, The Ector County ISD will be utilizing general contractors to address and resolve priority 1 and priority 2 projects. This will include, but not limited to, roofing projects.
- **Costs:** $20,000,000
- **Funding Source:** 693 – Bond Fund
- **Recommended Supplier/Service Provider(s):**
  - Amstar, Inc.
  - Henthorn Commercial Construction
  - LMC Corporation
  - Lopez and Son's, Inc.
  - Mid-Tex of Midland, Inc.
  - SDB Contracting Services
  - Tommy Klein Construction, Inc.
  - WR Construction, Inc.

Professional 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**

Stacey Nunez
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
432-456-9659

Renewal RFP 24-34 Addendum 1 Job Order Contracting Services for Electrical – **2** of **4** Optional Renewals

- **Purpose:** District Operations is seeking to utilize the electrical contractors from the awarded pool for Bond related Priority 1 and Priority 2 construction projects. This is for 2026-2027 fiscal year.
- **Background Info:** As part of the bond package, The Ector County ISD will be utilizing electrical contractors to address and resolve priority 1 and priority 2 projects that need electrical work.
- **Costs:** $3,000,000
- **Funding Source:** 693 – Bond Fund
- **Recommended Supplier/Service Provider(s):**
    - Copperhead Electric Services LLC
    - D&E Electric
    - Dennard Electric

Professional 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** _____

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT A133 – 2019 EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT FOR CONSTRUCTION AND RENOVATION FOR THE TRANSPORTATION FACILITY PROJECT**

DATE: August 18, 2026

It is the recommendation of the administration that the Board of Trustees approve the AIA Document A133 – 2019 Exhibit A Guaranteed Maximum Price Amendment for construction and renovation for the Transportation Facility Project. In June 2026, an initial GMP was presented to the Board of Trustees for demolition services related to this project. Now the administration is presenting a second GMP for all other aspects of this construction and renovation project.

****

Administrative Recommendation:

The administration requests that the Board approve the AIA Document A133 – 2019 Exhibit A Guaranteed Maximum Price Amendment presented by Teinert Construction for the Transportation Facility Project.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 18th day of August in the year 2026 , 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 7th day of August in the year 2026 (the "Agreement")
(In words, indicate day, month, and year.)

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

ECISD Transportation Facility Building Package
8866 NW Loop 338
Odessa, TX 79764

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

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") entered 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 entered 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,

THEREFORE, Owner and Construction 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.

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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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, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million Eight Hundred Nineteen Thousand Seven Hundred Thirty Two Dollars ($ 16,819,732.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

35

§ 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.

(Paragraph deleted)

Teinert – ECISD Transportation Building Package – GMP Recap. Attachment #1 is incorporated herein by this reference as though laid out in full.

§ 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 #01 – Parts Storage Mezzanine	$223,419.00
Alternate #02 – Paint Adjacent Buildings	$98,903.00
Alternate #03 – Right of Way	$428,033.00

(Table deleted)

(Paragraphs deleted)

§ A.1.1.6 Unit prices, if any:

(Table deleted)(Paragraph deleted)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of execution of this Amendment.

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

Day after Notice To Proceed is issued.

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User Notes:
(1714767960)

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.

§ 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 diligently prosecute and achieve Substantial Completion of the entire Work:

[X] By the following date: 12/07/27

§ 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:

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N/A

§ 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 set forth in Section 6.1.11 of the Agreement, at $500.00 per day.

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:

(Table deleted)

§ A.3.1.2 The following Specifications:

See Attachment #2 – Plans & Specs

§ A.3.1.3 The following Drawings:

See Attachment #2 – Plans & Specs

(Row deleted)

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Paragraph deleted)

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

See Attachment #3 – Assumptions & Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

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.)

N/A

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

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OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Daniel Horton President *(Printed name and title)*

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ECISD Transportation Facility
GMP Recap

Bid Date: 8/7/26
Permittable SF 29,924 sf
Schedule: 10.0 mo

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
						-
General Conditions						-
	General Conditions		581,164	581,164	Teinert	19.42
	CM Contingency		255,000	255,000	Allowance	8.52
	Owner Contingency		279,467	279,467	Allowance	9.34
				0		-
Cost of Work				0		-
	Building Permit		Excluded	0	Excluded	-
	Plan Review		Excluded	0	Excluded	-
	Impact Fees		Excluded	0	Excluded	-
	TxDot Permits		10,000	10,000	COW	0.33
	Dumpsters and Waste Management		100,800	100,800	COW	3.37
	Temporary Protection & Barricades		25,875	25,875	COW	0.86
	SWPPP BMP Maintenance & Repairs		12,282	12,282	COW	0.41
	Wayfinding & Safety Signage		8,474	8,474	COW	0.28
	Mock Ups		w/ Owner Contingency	0	w/ Owner Contingency	-
	Equipment Rentals		48,234	48,234	COW	1.61
	Material Hoisting/Storage/Transport		92,674	92,674	COW	3.10
	Document Control & Reproduction		12,582	12,582	COW	0.42
	Temporary Site Fencing & Security		20,771	20,771	COW	0.69
	Surveying and Layout		40,345	40,345	COW	1.35
	Floor Protection		10,984	10,984	COW	0.37
	Final Cleaning		61,116	61,116	COW	2.04
	Temporary Utility Connections		29,548	29,548	COW	0.99
	SWPPP		64,725	64,725	Vtech	2.16
	Exisiting Facility Upgrades		200,000	200,000	Allowance	6.68
Sub Contract Work				0		-
				0		-
311000	Site Clearing		1,998,773	1,998,773	Omega4	66.79
312000	Earth Moving		w/ Earthwork	0	Omega4	-
312000.10	Earth Moving for Facility		w/ Earthwork	0	Omega4	-
312333	Trenching and Backfilling		w/ Utilities	0	SCC	-
319010	Site Preparation		w/ Earthwork	0	Omega4	-
	Termite Control		3,200	3,200	Teinert	0.11
	Landscaping Rock		19,568	19,568	Allowance	0.65
				0		-
321123	Aggregate Base Course		1,451,885	1,451,885	Pavecon	48.52
321216	Asphalt Paving		w/ Asphalt	0	Pavecon	-
321313	Concrete Paving		w/ Concrete	0	Getman	-
321612	Concrete Sidewalks, Curbs, and Gutters		w/ Concrete	0	Getman	-
321723	Pavement Markings		w/ Asphalt	0	Pavecon	-
323100	Heavy Duty Cantilever Slide Gate Systems		105,824	105,824	Odessa Fence	3.54
				0		-
330110.58	Disinfection of Water Utility Piping Systems		1,518,587	1,518,587	SCC	50.75
331416	Site Water Utility Distribution Piping		w/ Utilities	0	SCC	-
331419	Valves and Hydrants for Water Utility Service		w/ Utilities	0	SCC	-
331623	Corrugated, Galvanized Steel Water Storage Tank - Car Wash Bay		w/ Utilities	0	SCC	-
331624	Corrugated, Galvanized Steel Water Storage Tank - Fire Suppression		w/ Utilities	0	SCC	-
333100	Sanitary Sewerage Piping		w/ Utilities	0	SCC	-
333123	Sanitary Sewerage Force Main Piping		w/ Utilities	0	SCC	-
333213	Packaged Wastewater Pumping Stations		w/ Utilities	0	SCC	-
333413.13	Concrete Septic Tanks		w/ Utilities	0	SCC	-
333451	Drainage Field System		w/ Utilities	0	SCC	-
333453	Distribution Chambers		w/ Utilities	0	SCC	-
334200	Stormwater Conveyance		w/ Utilities	0	SCC	-
334713	Pond and Reservoir Liners		w/ Utilities	0	SCC	-
				0		-
031000	Concrete Forming and Accessories		641,428	641,428	Getman	21.44
032000	Concrete Reinforcing		w/ Concrete	0	Getman	-
033000	Cast-in-Place Concrete		w/ Concrete	0	Getman	-
034100	Precast Structural Concrete		w/ Utilities	0	SCC	-
	Fuel Tank Concrete and Bollard Allowance		125,000	125,000	Allowance	4.18
	Slab Remediation		50,000	50,000	Teinert	1.67
				0		-
042200	Concrete Unit Masonry		Excluded	0	Excluded	-
				0		-
051200	Structural Steel Framing		w/ PEMB	0	Rentfro	-
054000	Cold-Formed Metal Framing		w/ Gyp	0	SouthTech	-

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
055000	Site Metals and Misc. Metals		325,648	325,648	Teinert	10.88
				0		-
060640	Schedules for Architectural Woodwork		w/ Millwork	0	Pittman	-
061000	Rough Carpentry		95,684	95,684	Teinert	3.20
061600	Sheathing		w/ Rough Carp	0	Teinert	-
064116	Plastic-Laminate-Clad Architectural Cabinets		67,983	67,983	Pittman	2.27
				0		-
072100	Thermal Insulation		w/ Gyp	0	SouthTech	-
076200	Sheet Metal Flashing and Trim		w/ PEMB	0	Rentfro	-
078413	Penetration Firestopping		w/ Firestopping	0	Teinert	-
078443	Joint Firestopping		25,431	25,431	Teinert	0.85
079200	Joint Sealants		57,200	57,200	Monterey	1.91
079219	Acoustical Joint Sealants		w/ Gyp	0	SouthTech	-
				0		-
081113	Hollow Metal Doors and Frames		188,875	188,875	Texoma	6.31
081212	Hollow Metal Frames		w/ Doors	0	Texoma	-
	Door Install		36,000	36,000	Teinert	1.20
081416	Flush Wood Doors		w/ Doors	0	Texoma	-
083113	Access Doors and Frames		w/ Doors	0	Texoma	-
083323	Overhead Coiling Doors		287,988	287,988	OHD	9.62
083613	Sectional Doors		w/ OHDs	0	OHD	-
084113	Aluminum Frames Entrances and Storefronts		146,500	146,500	Midwest	4.90
085113	Aluminum Windows		w/ Storefront	0	Midwest	-
087100	Door Hardware		w/ Doors	0	Texoma	-
088000	Glazing		w/ Storefront	0	Midwest	-
088300	Mirrors		w/ Specialties	0	A+	-
				0		-
092216	Non-Structural Metal Framing		644,921	644,921	SouthTech	21.55
092900	Gypsum Board		w/ Gyp	0	SouthTech	-
093013	Ceramic Tiling		w/ Flooring	0	Alladins	-
095113	Acoustical Panel Ceilings		w/ Gyp	0	SouthTech	-
096513	Resilient Base and Accessories		183,730	183,730	Alladins	6.14
096519	Resilient Tile Flooring		w/ Flooring	0	Alladins	-
096813	Tile Carpeting		w/ Flooring	0	Alladins	-
099113	Exterior Painting		336,163	336,163	Hagler	11.23
099123	Interior Painting		w/ Painting	0	Hagler	-
099300	Staining and Transparent Finishing		w/ Painting	0	Hagler	-
				0		-
101100	Visual Display Units		30,089	30,089	A+	1.01
101419	Dimensional Letter Signage		38,424	38,424	Benchmark	1.28
101423.16	Room-Identification Panel Signage		w/ Signage	0	Benchmark	-
102113.19	Plastic Toilet Compartments		w/ Specialties	0	A+	-
102600	Wall and Door Protection		w/ Specialties	0	A+	-
102813	Toilet Accessories		w/ Specialties	0	A+	-
104413	Fire Protection Cabinets		w/ Specialties	0	A+	-
104416	Fire Extinguishers		w/ Specialties	0	A+	-
105113	Metal Lockers		5,260	5,260	Vaughn	0.18
	Knox Box		w/ Specialties	0	A+	-
	Furniture		OFOI	0	OFOI	-
				0		-
	Appliances (OFOI)		Excluded	0	Excluded	-
				0		-
111126	Touchless Bus Wash System with Water Reclamation		730,652	730,652	ProTech/Teinert	24.42
	Bus Equipment OFOI		Excluded	0	Excluded	-
				0		-
122413	Roller Window Shades		8,670	8,670	Anderson	0.29
123623.13	Plastic-Laminate-Clad Countertops		w/ Millwork	0	Pittman	-
123661.16	Solid Surfacing Countertops		w/ Millwork	0	Pittman	-
				0		-
133419	Metal Building Systems		1,716,123	1,716,123	Rentfro	57.35
				0		-
210500	Common Work Results for Fire Suppression		138,500	138,500	ABCO	4.63
211313	Wet-Pipe Sprinkler System		w/ Fire Suppression	0	ABCO	-
				0		-
220529	Hangers and Supports for Plumbing and Piping and Equipment		1,049,241	1,049,241	First Service	35.06
221100	Facility Water Distribution		w/ Plumbing	0	First Service	-
221300	Facility Sanitary Sewerage		w/ Plumbing	0	First Service	-
223400	Fuel-Fired Domestic Water Heaters		w/ Plumbing	0	First Service	-
224000	Plumbing Fixtures		w/ Plumbing	0	First Service	-
				0		-
230500	General Mechanical Requirements		w/ Plumbing	0	First Service	-
230500.20	Basic Mechanical Materials and Methods		w/ Plumbing	0	First Service	-
230529	Hangers and Supports for HVAC Piping and Equipment		w/ Plumbing	0	First Service	-
230553	Identification for HVAC Piping and Equipment		w/ Plumbing	0	First Service	-
230593	Testing, Adjusting, and Balancing for HVAC		w/ Plumbing	0	First Service	-

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
230700	HVAC Insulation		w/ Plumbing	0	First Service	-
230923	Direct Digital Control System for HVAC		w/ Plumbing	0	First Service	-
231123	Facility Natural-Gas Piping		w/ Plumbing	0	First Service	-
232300	Refrigerant Piping		w/ Plumbing	0	First Service	-
233100	HVAC Duct and Casings		w/ Plumbing	0	First Service	-
233300	Air Duct Accessories		w/ Plumbing	0	First Service	-
233400	HVAC Fans		w/ Plumbing	0	First Service	-
233700	Air Outlets and Inlets		w/ Plumbing	0	First Service	-
235400	Furnaces		w/ Plumbing	0	First Service	-
235500	Fuel-Fired Heaters		w/ Plumbing	0	First Service	-
237416.11	Packaged, Small-Capacity, Rooftop Air Conditioning Units		w/ Plumbing	0	First Service	-
238126.10	Ductless-Split System Air Conditioners		w/ Plumbing	0	First Service	-
238200	Convection Heating and Cooling Units		w/ Plumbing	0	First Service	-
				0		-
260500	Basic Electrical Methods		1,329,500	1,329,500	Browns	44.43
260513	Building Wire and Cable		w/ Electrical	0	Browns	-
260519	Equipment Wiring Systems		w/ Electrical	0	Browns	-
260526	Grounding and Bonding		w/ Electrical	0	Browns	-
260529	Supporting Devices		w/ Electrical	0	Browns	-
260533	Conduit		w/ Electrical	0	Browns	-
260533.16	Boxes		w/ Electrical	0	Browns	-
260536	Cable Trays		Excluded	0	Excluded	-
260553	Electrical Identification		w/ Electrical	0	Browns	-
260573	Power System Studies		w/ Electrical	0	Browns	-
260924	Lighting Controls		w/ Electrical	0	Browns	-
261216	Dry Type Transformers		w/ Electrical	0	Browns	-
261839	Enclosed Motor Controllers		w/ Electrical	0	Browns	-
262416	Switchboards and Panelboards		w/ Electrical	0	Browns	-
262726	Wiring Devices		w/ Electrical	0	Browns	-
262816.16	Enclosed Switches		w/ Electrical	0	Browns	-
265100	Interior Lighting		w/ Electrical	0	Browns	-
				0		-
	Low Voltage		54,238	54,238	Allowance	1.81
				0		-
283100	Fire Alarm Systems		95,360	95,360	Marmic	3.19
283500	Emergency Radio Communication Enhancement Systems		w/ Fire Alarm	0	Marmic	-
				0		-
	SUBTOTAL		15,360,486	15,360,486		513.32
	SUBTOTAL			15,360,486	<<OK>>	513.32
	Sales Tax			EXEMPT		
	Builders Risk Metal Non-Combustible	0.015%	10	23,041		
	General Liability & Other Insurance	0.660%		101,379		3.39
	SUBTOTAL			15,484,906	<<OK>>	517.47
	Fee	3.000%		464,547		15.52
	GMP TOTAL			15,949,453		533.00
	Payment and Performance Bond			119,924		
	GMP TOTAL w/BOND			16,069,377		537.01

ALTERNATE 1: Parts Storage Mezzanine

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	$/sqft
				0		-
	Concrete		22,596	22,596	Getman	0.76
	Steel Material		80,750	80,750	Rentfro	2.70
	Steel Erection		45,393	45,393	Rentfro	1.52
	Steel-Pan Stairs		w/ Steel	0	Rentfro	-
	Steel Railings		w/ Steel	0	Teinert	-
	Painting		14,971	14,971	Hagler	0.50
	Electrical		32,559	32,559	Browns	1.09
				0		-
	SUBTOTAL		196,269	196,269		6.56
					add check	-
	SUBTOTAL			196,269	<<OK>>	6.56
	Builder's Risk Insurance	0.015%	10	294		0.01
	General Liability & Other Insurance	0.660%		1,295		0.04
				0		-
	SUBTOTAL			197,859	<<OK>>	6.61
	Fee	*3.000%*		5,936		0.20
	TOTAL ALTERNATE #1			203,795	<<OK>>	6.81
	Payment and Performance Bond			19,624		
	Total Alternate w/ Bond			223,419		7.47

ALTERNATE 2: Paint Adjacent Buildings

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	$/sqft
				0		-
	Exterior Painting		77,110	77,110	Hagler	2.58

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
				0		-
	SUBTOTAL		**77,110**	**77,110**		2.58
					add check	-
	SUBTOTAL			77,110	**<<OK>>**	2.58
	Builder's Risk Insurance	0.015%	10	116		0.00
	General Liability & Other Insurance	0.660%		509		0.02
				0		-
	SUBTOTAL			77,735	**<<OK>>**	2.60
	Fee	*3.000%*		2,332		0.08
	TOTAL ALTERNATE #2			**80,067**	**<<OK>>**	2.68
	Payment and Performance Bond			18,836		
	Total Alternate w/ Bond			**98,903**		3.31

ALTERNATE 3: Right of Way Scope of Work

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	$/sqft
				0		-
	Earthwork		160,000	160,000		5.35
	Asphalt Paving		119,452	119,452		3.99
	Concrete		27,628	27,628		0.92
	Culverts/TXDot End Treatments		85,000	85,000		2.84
				0		-
	SUBTOTAL		**392,080**	**392,080**		13.10
					add check	-
	SUBTOTAL			392,080	**<<OK>>**	13.10
	Builder's Risk Insurance	0.015%	10	588		0.02
	General Liability & Other Insurance	0.660%		2,588		0.09
				0		-
	SUBTOTAL			395,256	**<<OK>>**	13.21
	Fee	*3.000%*		11,858		0.40
	TOTAL ALTERNATE #3			**407,114**	**<<OK>>**	13.60
	Payment and Performance Bond			20,919		
	Total Alternate w/ Bond			**428,033**		14.30

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
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TRANSPORTATION FACILITY CENTER BLDG 5
8866 W LOOP 338
ODESSA TX 79761

TEINERT CONSTRUCTION
EXHIBIT A

03/24/2026

SHEET	DESCRIPTION	DATE
DRAWINGS	SHEET INDEX	6/12/2026
SPECIFICATIONS	PROJECT MANUAL	6/12/2026
ADDENDUM		
	ADDENDUM 1	6/26/2026
GENERAL		
G-001	Cover Sheet & Sheet Index	6/26/2026
G-011	Symbols, Legends & Abbreviations	6/12/2026
G-031	Life Safety Information	6/12/2026
G-032	Life Safety Information	6/12/2026
G-101	Life Safety Plans - 1st Floor	6/12/2026
G-101A	Life Safety Plans - Area A - 1st Floor	6/12/2026
G-101B	Life Safety Plans - Area B - 1st Floor	6/12/2026
G-601	Building Performance	6/12/2026
CIVIL		
C-102	Existing Site Survey	6/12/2026
C-103	Existing Site Survey	6/12/2026
C-104	Existing Site Survey	6/12/2026
C-105	Existing Site Survey	6/12/2026
C-106	Existing Site Survey	6/12/2026
CE101	EROSION CONTROL PLAN	6/12/2026
CS102	COORDINATE CONTROL PLAN	6/12/2026
CS103	COORDINATE CONTROL PLAN	6/12/2026
CS104	COORDINATE CONTROL PLAN	6/12/2026
CL101	CONSTRUCTION LAYOUT - OVERALL	6/12/2026
CL101A	CONSTRUCTION LAYOUT - AREA A	6/12/2026
CL101B	CONSTRUCTION LAYOUT - AREA B	6/12/2026
CL101C	CONSTRUCTION LAYOUT - AREA C	6/12/2026
CL101D	CONSTRUCTION LAYOUT - AREA D	6/12/2026
CL101E	CONSTRUCTION LAYOUT - AREA E	6/12/2026
CL101F	CONSTRUCTION LAYOUT - AREA F	6/12/2026
CL101G	CONSTRUCTION LAYOUT - AREA G	6/12/2026
CL101H	CONSTRUCTION LAYOUT - AREA H	6/12/2026
CL102	ACCESS DRIVE & CULVERT PLAN & PROFILE	6/12/2026
CH001	Pre-Development Drainage Area Map	6/12/2026
CH002	Post Development Drainage Area Map	6/12/2026

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CG101	OVERALL GRADING PLAN	6/12/2026
CG101 A	Grading Plan Area A	6/12/2026
CG101B	Grading Plan Area B	6/12/2026
CG101D	Grading Plan Area D	6/12/2026
CG101E	Grading Plan Area E	6/12/2026
CU101	Utility Plan Overal	6/12/2026
CU101A	Utility Plan- Area A	6/12/2026
CU101B	Utility Plan- Area B	6/12/2026
CS501	Site Plan Details	6/12/2026
CS502	Site Plan Details	6/12/2026
CS503	Erosion Control Details	6/12/2026
CS504	Utility Details	6/12/2026
CS505	Utility Tank Details	6/12/2026
C-201	Lift Station Plans	6/12/2026
C-202	Sewer Field Lift Station Profile	6/12/2026
C-203	Evaporation Pond Lift Station Profile	6/12/2026
C-204	Septic Tank and Field Plan	6/12/2026
C-205	Evaporation Pond Plan and Profile	6/12/2026
C-700	Sewer Forcemains Plan and Profile Legend	6/12/2026
C-701	Evaporation Pond Forcemain STA 0+00 to STA 8+41	6/12/2026
C-702	Sewer Line Forcemain STA 0+00 to 9+00	6/12/2026
C-703	Sewer Line Forcemain STA 9+00 to 16+54	6/12/2026
STRUCTURAL		
S-001	General Notes	6/12/2026
S-002	Structural Legend And Special Inspections IBC 20XX	6/12/2026
S-003	Typical Foundation/ Concrete Details	6/12/2026
S-004	Typical Masonry Details	6/12/2026
S-101	OVERALL FOUNDATION PLAN	6/26/2026
S-111	Foundation Plan	6/26/2026
S-112	Foundation Plan And Details - Wash Bay	6/12/2026
S-501	Foundation Details	6/26/2026
ARCHITECTURAL		
A-001	Architectural & Interior Legends	6/12/2026
A-002	Partition Schedule - Above Ceiling Conditions	6/12/2026
A-003	Partition Schedule - Above Ceiling Conditions	6/12/2026
A-004	Partition Schedule - Above Ceiling Conditions	6/12/2026
A-006	Partition Schedule - Metal Stud Walls	6/12/2026
A-007	Partition Schedule - Concrete Unit Masonry Walls	6/12/2026

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A-008	Partition Schedule - Furrings	6/12/2026
A-101	Dimensioned Plan - Overall	6/12/2026
A-101A	Dimensioned Plan - Area A	6/26/2026
A-101B	Dimensioned Plan - Area B	6/26/2026
A-111	Annotated Plan - Overall	6/12/2026
A-111A	Annotated Plan - Area A	6/26/2026
A-111B	Annotated Plan - Area B	6/26/2026
A-131	Reflected Ceiling Plan - Area A	6/12/2026
A-132	Reflected Ceiling Plan - Area B	6/12/2026
A-141	Roof Plan - Area A	6/12/2026
A-142	Roof Plan - Area B	6/12/2026
A-201	Exterior Elevations	6/26/2026
A-202	Exterior Elevations	6/26/2026
A-211	Interior Elevations	6/26/2026
A-301	Building Sections	6/12/2026
A-302	Building Sections	6/12/2026
A-303	Stair Sections	6/12/2026
A-310	Wall Sections	6/12/2026
A-311	Section Details	6/26/2026
A-401	Enlarged Plans & Details	6/26/2026
A-501	Door Schedule, Type and Elevations	6/26/2026
A-587A	Casework Sections	6/26/2026
A-578B	Casework Sections	6/26/2026
A-610	Alum & HM Frame Schedule / Details	6/12/2026
A-700	Wash Bay	6/26/2026
INTERIOR		
I-001	Interior Legends & Abbreviations	6/12/2026
I-121	Floor Finish Plan - Overall	6/12/2026
I-121A	Floor Finish Plan - Area A	6/12/2026
I-121B	Floor Finish Plan - Area B	6/12/2026
I-131	Wall Finish Plan - Overall	6/12/2026
I-131A	Wall Finish Plan - Area A	6/12/2026
I-131B	Wall Finish Plan - Area B	6/12/2026
I-141	FURNITURE PLAN OVERALL	6/12/2026
1-141A	FURNITURE PLAN - AREA B	6/12/2026
1-141B	FURNITURE PLAN - AREA A	
FIRE PROTECTION		
F-111	Fire Protection Plan	6/12/2026
F-301	Fire Protection Sections	6/12/2026
PLUMBING		
P-001	Plumbing Symbols, Legends & Abbreviations	6/12/2026

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P-101	PLUMBING SITE PLAN	6/26/2026
P-111-A	Plumbing Plan - Area A	6/26/2026
P-111-B	Plumbing Plan - Area B	6/26/2026
P-501	Plumbing Details	6/12/2026
P-502	Bus Wash System Details	6/12/2026
P-601	Plumbing Schedules, Risers	6/26/2026
MECHANICAL		
M-001	Mechanical Symbols, Legends & Abbreviations	6/12/2026
M-111-A	Mechanical Plan - Area A	6/26/2026
M-111-B	Mechanical Plan - Area B	6/12/2026
M-501	Mechanical Details	6/12/2026
M-601	Mechanical Schedules	6/26/2026
ELECTRICAL		
E-001	Electrical Symbols, Legends & Abbreviations	6/12/2026
E-100	Electrical Site Plan	6/26/2026
E-111	Lighting Plan - Area A	6/12/2026
E-112	Lighting Plan - Area B	6/12/2026
E-121	Power Plan - Area A	6/26/2026
E-122	Power Plan - Area B	6/26/2026
E-131	Communications Plan - Area A	6/26/2026
E-132	Communications Plan - Area B	6/26/2026
E-141	Electrical Mechanical Equipment Plan - Area A	6/12/2026
E-142	Electrical Mechanical Equipment Plan - Area B	6/12/2026
E-501	Electrical Riser Diagram	6/26/2026
E-502	Electrical Details	6/12/2026
E-503	Bus Wash Electrical Details	6/12/2026
E-504	Bus Wash Electrical Details	6/12/2026
E-505	Typical Oncor Transformer Pad Details	6/12/2026
E-506	Typical Oncor Primary Details	6/12/2026
E-601	Electrical Schedules	6/12/2026
E-602	Electrical Schedules	6/26/2026

Attachment 03

Ector County ISD – Transportation Facility
Odessa, TX

Assumptions and Clarifications

This Guaranteed Maximum Price (GMP) is based on reasonable assumptions and incorporates only certain costs and expenses that Teinert Construction. (TEINERT), the Contractor, expects will be incurred in construction of the Work.

TEINERT has listed below the assumptions and clarifications that have been considered so that all parties understand what is and what is not included in the GMP. Where actual events or conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustments for the resulting changes. These assumptions and clarifications are specifically used to establish the basis of the GMP and are also intended to clarify and take precedence over details or items shown in the Contract Documents if there is a discrepancy between or among any of them.

General Assumptions

1. The GMP is based on these Assumptions and Clarifications and the Contract Documents as prepared by Parkhill Architects and their consultants as listed and dated in Plans and Specifications (Attachment 02), which is hereby fully incorporated by reference.

2. The Contractor's Builders Risk Insurance is included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .015% of the cost of the change.

3. The Contractor's General Liability, Umbrella Liability, and Professional Liability are included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .66% of the cost of the change.

4. An Owner's Protective Liability Insurance Policy will not be provided by TEINERT.

5. Payment and Performance Bond is included.

6. There is a Contractor's Contingency Allowance included in the GMP valued at $255,000. This contingency will be used by Teinert in accordance with the General and Supplementary Conditions of the Construction Manager at-Risk Agreement. 100% of the remaining balance in this Contingency Allowance shall be returned to the Owner upon completion of the project.

7. The GMP is based on the Job Site being free from hazardous and contaminated materials included contaminated water and soil regardless of classification. Hazardous and contaminated materials testing, monitoring and abatement, as well as any required environmental investigations and insurance, if required, are not included in the GMP.

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Odessa, TX

8. The GMP excludes fees for City of Odessa and Ector County Building permit and City of Odessa SWPPP review fee.

9. The GMP excludes any City of Odessa and Ector County impact fees.

10. The order of precedence of the documents in the event that there is a conflict between documents is:
    a. Future Contract Amendments
    b. Agreement between Owner and Contractor, containing these Assumptions and Clarifications and Attachments (Exhibits) herein, and Supplemental Conditions to the GMP and General Conditions
    c. Drawings and Specifications as prepared by the Architect/Engineer

11. The GMP includes several Allowances for the various parts of the Work. When cost to cover the scope for these allowances is committed, 100% of any savings hall be returned to the Owner. Conversely, Owner shall pay for 100% of any overages. Specifically, these allowances are as follows:

CM Contingency	$255,000
Owner Contingency	$279,467
Existing Facility Upgrades	$200,000
Landscaping rock	$19,568
Fuel Tank Concrete and Bollards	$125,000
Low Voltage	$54,238

12. The GMP includes several line items labeled “COW” which means “cost of work.” Construction Manager shall bill these items at actual cost with proper documentation and invoice back-up each month. COW line items may have funds transferred between them, but Owner will not pay overage if all COW items are expended. Conversely, 100% of any savings of COW items will be returned to Owner upon completion of the project.

13. Due to the volatility in the market on a local and global scale, price increases and delayed lead times for materials may occur during construction. Subcontractors/Vendors and Teinert are not responsible for unforeseen price and lead time increases. Subcontractors/Vendors and Teinert will do everything in their purview to circumvent such increases. Should any commodity or manufactured product outside the Construction Manager and/or Subcontractor’s control increase more than 15% in cost prior to starting work for which it is required, recovery of said costs may be allowed through contingency funds, provided that the cost increase was not due to subcontractor or construction manager's negligence or failure to procure materials in a timely manner.

14. The General Conditions are to be a fixed cost line item and will be amortized monthly.

15. All Teinert self-performed scopes are fixed cost line items treated as any other subcontract.

16. The contract specifically excludes recovery of any consequential damages by either party.

17. GMP excludes any municipal requirements not specifically listed in the construction documents

18. Labor burden to be billed at 39% of bare labor

19. GMP assumes all finishes and colors throughout to be “standard” within the manufacturer’s color index unless specifically detailed otherwise

20. GMP excludes any and all utility costs for power, low voltage, municipalities, and natural gas.

21. The GMP excludes all furniture.

22. All buyout savings, funds, cost-of-work and allowances realized during project buyout or during construction will accrue and be available for use by the Construction Manager until the Construction Manager’s final accounting.

23. All buyout savings, funds, cost-of-work and allowances can be re-allocated within the project schedule of values as needed by the Construction Manager until the Construction Manager’s final accounting.

24. Teinert excludes costs associated with temporary and permanent utilities; including but not limited to, irrigation, natural gas, power, fiber, etc.
    a. Excludes any main extensions, taps, meters, etc.

25. Owner to pay for allowance overages.

26. Excludes BIM coordination and clash detection.

27. Teinert excludes testing of concrete aggregate for deleterious material. Concrete aggregate to be provided by regional batch plants with regionally sourced aggregates.

28. If sealed or polished concrete is used. Contractor does not warrant against, and Owner accepts as normal characteristics of sealed concrete, all cosmetic and aesthetics issues such as color variations, minor cracking, hairline cracking, control joint related inconsistencies, streaking, sheen inconsistencies, aggregate exposure and variations in appearance

29. Teinert is not responsible for the functionality, protection or remediation of all existing equipment and structures such as hose reels, fuel tanks, vacuums, gate operators, metal buildings, etc.

30. Base bid does not include any work associated with the Acceleration/Deceleration lane as shown on CL101G-CL102. This has been listed as alternate 3.

END OF GENERAL ASSUMPTIONS AND CLARIFICATIONS

Specific Assumptions and Clarifications

Division 2

- GMP includes Sitework per the following specifications:
    - Site Prep
        - Mill and recompact existing material to prepare the site location.
        - Remove and dispose of existing culvert.
    - Earthwork
        - Make necessary excavations in evaporation pond.
        - Compact 8" subgrade for all parking areas ahead of 8" flex base (95% ASTM D1557 ±2).
        - Make necessary fills to achieve FFE for proposed building pads (95% ASTM D698 ±2).
        - Compact subgrade for all proposed building pads (95% ASTM D698 ±2).
    - Flex Base
        - Install 12" flex base under building foundation; compact to 95% ASTM D1557 ±2.
        - Install 8" TxDOT Item 247 flex base for new 2.5" asphalt parking; compact to 95% ASTM D1557 ±2.
- GMP includes Site Utilities Per the following specifications:
    - Civil Fireline Installation
        - Includes 6" C900 and installation
        - Includes fittings and ties to building and fire suppression tank
        - Includes magnetic detection tape and tracer line installation
        - Includes thrust blocks
        - Includes (1) in building 6" Riser and installation
        - Includes excavation, installation and backfilling
    - Civil Domestic Water Line Installation
        - Includes all needed fittings and installation
        - Includes tie ins where needed
        - Includes tracer line and magnetic detection tape
        - Includes 2" Municipex pipe and installation
        - Includes excavation, installation and backfilling
    - Civil Sewer Line Installation, Lift Station(s), Septic Tank(s) and Sand Separator
        - 4" C900 for force main
        - Includes (2) Lift stations and installation
        - Includes (2) Septic Tanks and installation
        - Includes (1) Sand Separator
        - PRICING/SOW IS FIGURED UP TO THE (2) SEPTIC TANKS NEAR THE LEACH FIELD

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- Includes (4) fiber glass structures for lift stations and installation
- Includes (4) concrete pads for lift station structures
- Includes flow fill placement per plans
- Includes internal piping, valves, and fittings
- Includes pumps, rails, floats, control panels and installation
- Includes (2) 2,000 gallon septic tanks and installation
- Includes 1,000 sand separator and installation
- Includes all fittings, tie ins and thrust blocking
- Includes tracer line and magnetic detection tape
- Includes bedding materials
- Includes excavation, installation, and backfill

  - Civil Sewer Leach Field Installation
    - Chambers to be used will be Arc 36 Chambers
    - Includes (1) 13"x13" distribution box and installation
    - Includes 4" SCH 80 piping and installation up to 145 Ln Ft
    - Includes (24) cleanouts and installation
    - Includes (1) 4" ball valves and installation
    - Includes bedding materials and haul off of excess materials
    - Includes magnetic detection tape
    - Includes SCC labor, materials, and equipment

- GMP includes Water Tanks per the following specifications:
  - CorGal Model 0903-WT-CHR Water Storage Tank Kit(s). Nominal Capacity (US Gal) 5,000; Tank Diameter - 9'-0"; Eave Ht - 1O'-9"; Overall Ht -13'-7"; Roof Style - 30 Degree Corrugated High Rib; Liner - Non-Potable Reinforced PVC ; Warranty: 30 year limited structural; 10 year pro-rated liner
  - 2" Fill Line with supports and air gap, overflow to grade, misc plumbing
  - 3" Watertight Glue Bulkhead Fitting(s) - Glue Overflow and outlet
  - 2" Watertight Glue Bulkhead Fitting(s) - Glue Sample/Drain
  - 10" Gooseneck Roof Vent (50 sq. in opening) w/16 gauge mesh covering
  - 2"-3" Flap Valve w/16 gauge mesh screen
  - Precision Tank Gauge -12'
  - External Ladder - 3-Ring with Rail Extension
  - Assembly & Erection
  - The tank structure shall consist of corrugated galvanized steel wall sheets & roof panels, standard peak access & cover, one roof panel with access hatch & cover, side-wall access panel, anchor clips & necessary hardware for tank assembly. Water containment shall consist of geo-textile pre-liner, a PVC factory welded seam, flexible main liner & liner hanging hardware
  - Standard tanks shall be designed to meet or exceed Seismic Zone 2B (Seismic Design Category C) conditions, 90 MPH (UBC), 110 MPH (IBC) wind speed and 20 PSF roof live load.
  - CorGal Model 1806-WT-CHR Water Storage Tank Kit(s). Nominal Capacity (US Gal) 40,000; Tank Diameter -18'-0"; Eave Ht - 2T-5”; Overall Ht - 26-9"; Roof Style - 30 Degree Corrugated High Rib; Liner - Non-Potable Reinforced PVC ; Warranty: 30 year limited structural; 10 year pro-rated liner

  - 2" Fill line housed internally with air gap
  - 3" Sch. 80 PVC Pressure Rated Glue Socket Penetration Flange Set(s) for Overflow(s)
  - 6" OS&Y Gate Valve & 5" Storz Fire Department Connection w/ Cap
  - OS&Y Gate Valve with nipple and grooved couplings
  - 10" Gooseneck Roof Vent (50 sq. in opening)
  - External Ladder - 6-Ring with Rail Extension
  - Ladder Security Cover for 2 Ladder Sections
  - Precision Tank Gauge - 24'
  - 2"-3" Flap Valve
  - Fire Department Sign
  - 2" Bronze Float Valve with 8" Ball Float for fill line. Includes SCH 80 PVC nipple to connect to incoming plumbing or flange.
  - Assembly & Erection Expedited
- GMP includes asphalt Paving per the following Specifications:
  - Warranty is excluded for all sealcoat (double penetration) over existing asphalt surfaces. This includes any failures in regards to aesthetics, structural integrity, settlement and wear & tear
  - Prime Coat
  - 2.5" TY C 64-22 HMAC
  - Testing
  - Reflective Pavement Markings
  - Concrete Wheel Stops
  - Pole and ADA Signs
  - Sealcoat
  - Asphalt Crackfill
- GMP includes fencing per the following specifications:
  - 6+1’ chainlink
  - 6+1’ chainlink, with 30’ aluminum TyMetal
  - Cantilever gate with TyMetal TYM-SL-2000 slide gate operator and one 4’ conventional walk gate.
  - Cantilever gate with TyMetal TYM-SL-2000 slide gate operator.

Division 3

- GMP includes cast in place concrete work per the following specifications:
  - Any and all work in relation to existing building slabs on grade or foundations are excluded.
  - Excavation of footings & piers
  - Furnish & place all necessary forming materials, vapor barrier, rebar, concrete & cure to place & finish concrete as per plans.
  - Mechanical Pads
  - Transformer Pads
  - Water Storage Tank pads

Division 4

Ector County ISD – Transportation Facility
Odessa, TX

- GMP excludes all work associated with specification section **042200 Concrete Unit Masonry.**

Division 6

- GMP includes millwork per the following specifications:
  - Plastic Laminate Cabinets
  - Solid Surface Countertops
  - Quartz Countertops
    - 106 Copy
    - 124 Breakroom
    - 127 Flex Space
    - 218 Mechanic's Lounge
    - Solid Surface Window Sills

Division 7

- GMP includes Waterproofing per the following specifications:
  - Flatwork Caulking at the new concrete sidewalks, Bus Queueing, Bus Interior Are, and Dumpster pad

Division 8

- GMP includes Storefront and Glazing per the following specifications:
  - Aluminum Storefront Elevations Scheduled
  - Aluminum Storefront Doors Scheduled
  - Fire Rated Aluminum Framing, Glass & Doors
  - Transaction Window.
  - Glass for Aluminum Frames & Doors.
  - Interior & Exterior caulking.
  - 2” X 6" Thermally Broken Storefront Framing @ Exterior.
  - Wide Stile Doors with 10" Cross Rails & 10" Bottom Rail.
  - Guardian 1" Grey Low-e Tempered Insulated Glass.
  - Guardian 1/4" Clear Tempered Glass.
  - Tremco Sealant products.
  - Aluminum to be Manufacturer's Standard Clear Anodized Finish with 10 Year Finish Warranty.
- GMP includes Doors and Hardware per the following specifications:
  - Hollow Metal Doors Frames
  - Hollow Metal Doors
  - Wood doors
  - Finish Hardware
- GMP includes Overhead Doors per the following specifications:
  - 9- 14’2 WIDE X 16’1 HIGH
    - ALL SECTIONS %2" TEMPERED INSULATED GLASS
    - INSULATED STILES AND FRAMES
    - POWDER COAT FINISH (OVER 100 COLORS TO CHOOSE FROM)
    - ELECTRIC OPERATED W/ BOTTOM SAFETY EDGE
    - 3” HIGH LIFT TRACK

- 1- 10'0 WIDE X 9'0 HIGH
- 1-6'4 WIDE X 9'0 HIGH
  - POWDER COAT FINISH (OVER 100 COLORS TO CHOOSE FROM)
  - ELECTRIC OPERATED WITH BOTTOM SAFETY EDGE

Division 9

- GMP includes painting per the following specifications:
  - Tape, Bed, Texture, and Painting of new gypsum board walls and ceilings.
  - Hollow metal doors,
  - Hollow metal frames
  - Guardrails
  - Handrails
  - Exposed structure ceiling
  - Exposed structural metal
  - Bollards
  - Risers
  - Stringers
  - Indicated existing walls.
  - Sealing of concrete.
- GMP includes Framing, Insulation and Drywall per the following specifications:
  - Unfaced fiberglass batt insulation at exterior perimeter walls.
  - Sound batt insulation for interior walls as specified
  - Installation of hollow metal and aluminum door frames in drywall partitions.
  - Interior non-structural metal framing of walls, furrdowns, and drywall ceilings.
  - 5/8 Gypsum board Type X.
  - 5/8 Glass mat tile backer behind ceramic tile areas.
  - 5/8 Moisture-resistant drywall at wet areas.
  - Fire / Sound caulking at tops and bottoms of interior partition as specified.
  - Corner bead, L Bead, reveals, trims, and drywall expansion joints as required.
  - Installation of access panels
  - FRP around mop sinks at Janitor Rooms.
  - Acoustical ceiling grid and ceiling tile as per room finish schedule and specifications.
  - Acoustical wall panels as per room finish schedule and specifications.
- GMP includes flooring per the following specifications:
  - Carpet
  - Tiling
  - VCT
  - Cove Base

Division 10

- GMP includes Signage per the following specifications:
  -
- GMP excludes all Toilet Accessories. To be owner Furnished and Owner installed.
- GMP includes Toilet partitions per the following specifications:

  - Toilet Partition: Solid Plastic (3) toilet compartments- floor mount/overhead braced (1) urinal screen-wall hung- HDPE Color: #9511 Metallic Silver/hammered texture
- GMP includes Wall protection per the following specifications:
  - Corner Guards #SAS-1824C-304: 2" x 2" x 4'- 90° bend- 16G, 1/8"r, 304 stainless-steel- adhesive mount
  - Wall Covering #610: Continuum- 4'H x 8'W .080- Color: #0383- Pure white
  - Wall Covering #61710: Continuum: 10' Top Cap- Color: #0383- Pure white
  - Wall Covering #61810: Continuum- 10' divider bar - Color: #0383- Pure white
  - Wall Covering #61910: Continuum- 10' Inside corner - Color: #0383- Pure white
  - Wall Covering #62010: Continuum- 10' Outside corner - Color: #0383- Pure white
- GMP includes Lockers per the following specifications:
  - Metal Lockers by Republic Storage
    - 5 Frames of 15” wide x 18” deep x 36”(72”) high double-tier Heavy Duty Welded lockers with sloped tops, padlock hasps and 4” metal z-base. No locks.
- GMP includes Markerboards per the following specifications:
  - Marker Board Float Glass Board: 4'H x 8'W- White, magnetic, horizontal, polished edges glass MB- w/magnetic gray box chalk tray
- GMP includes Fire Specialties per the following specifications:
  - Die Cut Lettering LDCVBFE: Black vertical direct
  - FE Cabinet: Semi-Rec Academy: full view w/ saftlok and handle
  - FE Mounting Bracket MB846C: for 10lb FE
  - Fire Ext: Multi Dry Chemical Cosmic 10E - 10lb - Texas tagged
  - Wall Decal DRFA: #BL108- 12" x 3.5" Arrow
  - Knox Boxes

Division 11

- GMP includes Wash Bay Equipment Per the following specifications:
  - High Pressure touchless cleaning by 60hp Pump, with pressure gate valve.
  - Spinner Arch - 2" arch, angle braces, spinner guard option, (10) top nozzles, and (10) spinners.
  - Undercarriage- 2 spinners in a chassis wash mounting module.
  - Rear Wash Arch - 2" arch with 30 nozzles and 3-way valve.
  - Low ph Detergent Application Arch.
  - High ph Detergent Application Arch.
  - Reclamation System. Rinse Arch.
  - Activator with photo eye set and adjustable stand.
  - Galvanized 4" Tire Guides. 75
  - Electric Panel, UL approved with master panel motor starters, PLC-HMI panel, EQ Control panel with soft start for 60hp pump.
  - Traffic light
  - Water Heater - 199000btu w/ exp tank
  - Water Softener
- GMP excludes supply of Bus Service Equipment. To Be Furnished by Owner. Teinert to Install
- GMP excludes all work associated with the fuel station (Structure and equipment) Noted to be provided by others.

Attachment 03

Ector County ISD – Transportation Facility
Odessa, TX

Division 12

- GMP includes Window Treatments per the following specifications:
    - Draper single manual roller shades

Division 13

- GMP includes PEMB per the following specifications:
    - Excludes sub-framing under metal panels to be replaced on existing. Existing condition is unknown.
    - PEMB materials and engineered drawings for addition and wash bay
    - 24 ga PBR (R-Panel) walls for addition, wash bay, and existing building
    - 24 ga SSPC16 roof panels for addition, wash bay, and existing building
    - R30 Multi-Layer Energy Saver roof insulation for addition and wash bay
    - R25 Single-Layer Energy Saver wall insulation for addition and wash bay
    - Gutters and Downspouts
    - Removal of wall and roof sheets on existing building
    - Anchor bolts, standard colors

Division 15

- GMP includes Fire Suppression per the following specifications:
    - Fire and Jockey pump
    - Complete Wet Pipe sprinkler system to protect entire building.
    - Excludes and exterior or dry systems
- GMP includes Plumbing/HVAC per the following specifications:
        - Domestic Water
        - Sanitary Sewer
        - Natural Gas
        - DDC, BAC controls integration
        - Includes all condensate drains per plans
        - Includes all plumbing lines to be ran 5’ outside of the building
        - Includes all gas lines in building
        - Includes all sewer connections to trenches per plans
        - Includes all recirculating pumps per plans
        - Includes connections to wash bay systems per plans
        - Includes all plumbing fixtures per plans
        - Includes all Booster pumps per plans
        - Includes all gas fired water heaters per plans
        - Freeze Protection
        - Furnace Split System per Schedule
        - Louver and Damper per Schedule
        - Ceiling Fans per Schedule
        - Gas Fired Radiant Tube Heater per Schedule
        - Rooftop Unit per Schedule
        - Condensing Unit Split System per Schedule
        - Exhaust Fan per Schedule

Ector County ISD – Transportation Facility
Odessa, TX

- Mini-Split System per Schedule
- Supply Fan per Schedule
- Air Distribution per Schedule
- Gas Unit Heater
- Includes all HVLS ceiling fans per plans
- Includes all exterior mechanical grilles per plans
- Includes all vehicle exhaust systems per plans
- Includes all electric unit heaters per plans

Division 16

- GMP includes Electrical per the following specifications:
  - light fixture package
  - switchgear package
  - Excludes Cable Trays as none are shown on the plans.
  - Excludes all work associated with Oncor.
  - Includes feeders to bus wash facility
  - Includes feeders to fuel station
- GMP includes Fire Alarm per the following specifications:
  - Control Equipment
    - N16x – Inspire Voice Evacuation Fire Alarm Control Panel
    - Remote Annunciator
    - Fire Alarm Notification Power Supply(s)
    - Panel-mounted surge suppressor(s)
    - System batteries for all control equipment and power supplies
  - Initiating Devices
    - Addressable manual pull stations
    - Addressable smoke detectors
    - Addressable smoke detectors with sounder bases
    - Addressable heat detectors
    - Addressable duct smoke detectors
    - Addressable monitor modules for sprinkler system supervision
  - Notification Appliances
    - Speaker/visual notification devices
    - Visual only notification devices
    - Cabling and Infrastructure
    - Fire alarm system cabling installed in conduit
  - Services and Deliverables
    - System programming, start-up, and commissioning
    - Permit application submission to Authority Having Jurisdiction (AHJ)
    - Construction drawings (as required)
    - Electronic product submittals
    - Electronic Operation & Maintenance Manuals
    - End-user training (up to one hour)
    - One (1) year parts and labor warranty

Attachment 03

Ector County ISD – Transportation Facility
Odessa, TX

END OF ASSUMPTIONS & CLARIFICATIONS

SIGNED:

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Chad Henthorn, CEO
(Printed name and title)	*(Printed name and title)*

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 16th day of June in the year 2026 , 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 4th day of June in the year 2026 (the "Agreement")
(In words, indicate day, month, and year.)

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

ECISD Transportation Facility Demolition Package

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

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") entered 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 entered 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,

THEREFORE, Owner and Construction 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.

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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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, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Three Hundred Eighty-Two Thousand Four Hundred Ten Dollars ($ 1,382,410.00), 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.

(Paragraph deleted)

Teinert – ECISD Transportation Demo Package – GMP Recap. Attachment #1 is incorporated herein by this reference as though laid out in full.

§ 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: N/A

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ A.1.1.6 Unit prices, if any:

(Table deleted)(Paragraph deleted)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of execution of this Amendment.

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

Day after Notice To Proceed is issued.

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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.

§ 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 diligently prosecute and achieve Substantial Completion of the entire Work:

[X] By the following date: 9/15/26

§ 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:

N/A

§ 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 set forth in Section 6.1.11 of the Agreement, at $500.00 per day.

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:

(Table deleted)

§ A.3.1.2 The following Specifications:

See Attachment #2 – Plans & Specs

§ A.3.1.3 The following Drawings:

See Attachment #2 – Plans & Specs
(Row deleted)

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Paragraph deleted)

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

See Attachment #3 – Assumptions & Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

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.)

N/A

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Keeley Boyer, Superintendent	Daniel Horton President
(Printed name and title)	*(Printed name and title)*

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User Notes:
(1231447137)

TEINERT CONSTRUCTION

ECISD Transportation Demo Package
GMP Recap

Bid Date: 6/4/26
Permittable SF: 507,644 sf
Schedule: 2.0 mo

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
						-
General Conditions						-
	General Conditions		174,887	174,887	Teinert	0.34
	CM Contingency		25,000	25,000	Allowance	0.05
	Owner Contingency		25,000	25,000	Allowance	0.05
				0		-
Cost of Work				0		-
	Demo Permit		0	0	Excluded	-
	Dumpsters and Haul Off		13,000	13,000	COW	0.03
	Equipment Rentals		15,648	15,648	COW	0.03
	Rough Clean Up Labor		33,552	33,552	COW	0.07
	Weatherproofing		8,500	8,500	COW	0.02
	Temporary Fencing and site barricades		25,648	25,648	COW	0.05
	SWPPP		32,555	32,555	COW	0.06
	Equipment Salvage and Storage		50,000	50,000	COW	0.10
				0		-
Sub Contract Work				0		-
				0		-
	Selective/Structure Demolition		679,747	679,747	Robles1	1.34
				0		-
	Underground Piping, Fuel Tanks & Pumps, Demo Work		115,000	115,000	Allowance	0.23
				0		-
	Fire Suppression Demo		w/ Demo	0	Robles1	-
	Plumbing Make Safe		30,000	30,000	Robles1	0.06
	HVAC Make Safe		w/ Plumbing	0	Robles1	-
	Electrical Make Safe		80,525	80,525	Apple	0.16
				0		-
	SUBTOTAL		1,309,062	1,309,062		2.58
	SUBTOTAL			1,309,062	<<OK>>	2.58
	Sales Tax			EXEMPT		
	Builders Risk Metal Non-Combustible	0.015%		393		
	General Liability & Other Insurance	0.660%		8,640		0.02
	SUBTOTAL			1,318,095	<<OK>>	2.60
	Fee	3.000%		39,543		0.08
	GMP TOTAL			1,357,638		2.67
	Payment and Performance Bond			24,772		
	GMP TOTAL w/BOND			1,382,410		2.72

Voluntary ALTERNATE 1: Remove and Salvage Cranes

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	$/sqft
				0		-
	Remove/Demo Overhead Cranes		0	0		
				0		
				0		-
				0		-
	SUBTOTAL		0	0		-
					add check	-
	SUBTOTAL			0	<<OK>>	-
	Builder's Risk Insurance	*0.015%*		0		-
	General Liability & Other Insurance	*0.660%*		0		-
				0		-
	SUBTOTAL			0	<<OK>>	-
	Fee	*3.000%*		0		-
	TOTAL ALTERNATE #1			0	<<OK>>	-

TEINERT CONSTRUCTION

EXHIBIT A

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
2023 BOND PROGRAM NEW CONSTRUCTION
TRANSPORTATION FACILITY CENTER
8866 W LOOP 338
ODESSA TX 79761

04/30/2026

SHEET	DESCRIPTION	DATE
DRAWINGS	SHEET INDEX	4/30/2026
SPECIFICATIONS	PROJECT MANUAL	4/30/2026
ADDENDUM		
	ADDENDUM 1	5/5/2026
GENERAL		
G-001	COVER SHEET & SHEET INDEX	4/30/2026
ARCHITECTURAL		
AS-001	ARCHITECTURAL SITE DEMOLITION PLAN	4/30/2026
A-021	DEMOLITION PLAN OVERALL	4/30/2026
A-021A	DEMOLITION PLAN AREA A	4/30/2026
A-021B	DEMOLITION PLAN AREA B	4/30/2026
A-022	DEMOLITION RCP OVERALL	4/30/2026
A-022A	DEMOLITION RCP AREA A	4/30/2026
A-022B	DEMOLITION RCP AREA B	4/30/2026
ELECTRICAL		
ED-100	ELECTRICAL DEMOLITION SITE PLAN	5/5/2026

Attachment 03

Ector County ISD – Transportation Facility Demo
Odessa, TX

Assumptions and Clarifications

This Guaranteed Maximum Price (GMP)is based on reasonable assumptions and incorporates only certain costs and expenses that Teinert Construction (TEINERT), the Contractor, expects will be incurred in construction of the Work. Teinert warrants and guarantees that it has had an opportunity to visit the Job Site, to inspect the Job Site, and has performed a commercially reasonable investigation into the conditions of the Job Site. As of the effective date of this document, TEINERT has found no substantive issues that would necessitate altering the GMP based on its commercially reasonable investigation. Any unforeseen conditions encountered during the course of construction may be recouped via contingency or change order to the contract if necessary.

TEINERT has listed below the assumptions and clarifications that have been considered so that all parties understand what is and what is not included in the GMP. Where actual events or conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustments for the resulting changes. These assumptions and clarifications are specifically used to establish the basis of the GMP and are also intended to clarify and take precedence over details or items shown in the Contract Documents if there is a discrepancy between or among any of them.

General Assumptions

1. The GMP is based on these Assumptions and Clarifications and the Contract Documents as prepared by Parkhill Architects and their consultants as listed and dated in Plans and Specifications (Attachment 04), which is hereby fully incorporated by reference.

2. Design Professional Responsibility:

    a. The Contractor shall perform the Work in accordance with the Contract Documents and is entitled to rely upon the accuracy and completeness of the drawings and specifications prepared by the Architect and/or Engineer of Record.

    b. The Contractor's obligations are limited to construction means, methods, techniques, sequences, and procedures, and to field verification of existing conditions as expressly required by the Contract Documents. The Contractor shall not be responsible for redesign, correction of design errors, or costs arising from defective plans or specifications except to the extent such error was both obvious and not timely reported.

    c. Any additional costs, delays, or impacts resulting from design errors, omissions, or inconsistencies shall constitute a Change in the Work entitling the Contractor to an equitable adjustment in Contract Time and Contract Sum.

3. The Contractor's Builders Risk Insurance is included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .015% of the cost of the change.

4. The Contractor's General Liability, Umbrella Liability, and Professional Liability are included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase for these policies at .66% of the cost of the change.

5. An Owner's Protective Liability Insurance Policy will not be provided by TEINERT.

6. Payment and Performance Bond is included in the GMP.

7. There is a Contractor's Contingency Allowance included in the GMP valued at $25,000. This contingency will be used by Teinert in accordance with the General and Supplementary Conditions of the Construction Manager at-Risk Agreement. 100% of the remaining balance in this Contingency Allowance shall be returned to the Owner upon completion of the project.

8. The GMP is based on the Job Site being free from hazardous and contaminated materials including, without limitation, contaminated water and soil regardless of classification. Hazardous and contaminated materials testing, monitoring and abatement, as well as any required environmental investigations and insurance, if required, are not included in the GMP.

9. Any State Highway permits, public street permits or temporary rights-of-way are not included in the GMP as none are known to be required.

10. The GMP excludes fees for City of Odessa and Ector County Building permit and City of Odessa SWPPP review fee as well as any applicable impact fees charged by the city of Odessa or Ector County.

11. The GMP excludes any City of Odessa and Ector County impact fees.

12. The order of precedence of the documents in the event that there is a conflict between documents is:
    a. Future Contract Amendments;
    b. Assumptions and Clarifications and Attachments (Exhibits) herein, and Supplemental Conditions to the GMP and General Conditions;
    c. Drawings and Specifications as prepared by the Architect/Engineer.

13. The GMP includes several Allowances for the various parts of the Work. When cost to cover the scope for these allowances is committed, 100% of any savings shall be returned to the Owner. Conversely, Owner shall pay for 100% of any overages. Specifically, these allowances are as follows:

CM Contingency	$25,000
Owner Contingency	$25,000
Underground Piping, Fuel Tanks & Pumps Demo	$115,000

14. The GMP includes several line items labeled "COW" which means "cost of work." Construction Manager shall bill these items at actual cost with proper documentation and invoice back-up each month. COW line items may have funds transferred between them, but Owner will not pay overage if all COW items are expended. Conversely, 100% of any savings of COW items will be returned to Owner upon completion of the project.

15. Due to the volatility in the market on a local and global scale, price increases and delayed lead times for materials may occur during construction. Subcontractors/Vendors and Teinert are not responsible for unforeseen price and lead time increases. Subcontractors/Vendors and Teinert will do everything in their purview and authority to circumvent, avoid, address and remediate such increases. Should any commodity or manufactured product outside the Construction Manager and/or Subcontractor's control increase more than 15% in cost prior to starting work for which it is required, recovery of said costs may be allowed through contingency funds, provided that the cost increase was not due to subcontractor or construction manager's negligence or failure to procure materials in a timely manner.

16. The General Conditions are to be a fixed cost line item and will be amortized monthly.

17. All Teinert self-performed scopes are fixed cost line items treated as any other subcontract.

18. The contract specifically excludes recovery of any consequential damages by either party.

19. GMP excludes the following: 1) any municipal requirements not specifically listed in the construction documents; 2) utility costs for power and low voltage; 3) natural gas; and 4) furniture.

20. Labor burden to be billed at 39% of bare labor.

21. GMP assumes all finishes and colors throughout to be "standard" within the manufacturer's color index unless specifically detailed otherwise.

END OF GENERAL ASSUMPTIONS AND CLARIFICATIONS

Specific Assumptions and Clarifications

Division 2

- GMP includes an allowance for all underground demo of any piping, tanks, and storage as none is specifically lined out on the plans.

END OF ASSUMPTIONS & CLARIFICATIONS

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Keeley Boyer, Superintendent	**Daniel Horton, President**
(Printed name and title)	*(Printed name and title)*

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

AGREEMENT made as of the 24th day of March in the year 2026
(In words, indicate day, month, and year.)

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

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

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

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

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

2023 Bond Program New Construction
ECISD Transportation Facility

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

Parkhill
1700 W Wall St, Ste 100
Midland, TX 79701

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 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:

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.

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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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The proposed Transportation Facility is located on a 35-acre site outside of city jurisdiction and includes multiple existing pre-engineered metal buildings (PEMBs). The project will focus on approximately 19.4 acres on the western portion of the site.

As part of the project scope, Buildings 1, 4, and 9 will be demolished to provide better access and vehicular circulation to the site and due to inadequacy and deficiencies of existing conditions. Building 5 will be renovated and expanded to serve as the primary facility for ECISD Transportation operations. The scope of work for Building 5 includes the following:

Offices and Drivers' Lounge: Renovation of approximately 8,500 square feet to accommodate offices, conference rooms, restrooms, a drivers' lounge, and multi-use spaces.

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Parts Area and Maintenance: Approximately 7,000 square feet of existing space to be utilized for vehicle and bus maintenance, parts storage, and related office functions.

Bus Maintenance Expansion: An 8,100-square-foot pre-engineered metal building addition to support expanded bus maintenance operations, including all associated utilities. A new 50,000-gallon water storage tank with pump will be provided to support the required fire suppression system for Building 5. Upgrades to existing electrical and mechanical systems, along with new equipment necessary to serve the building addition, are included in the project scope.

The 28,600 SF renovated and expanded facility is intended to consolidate key transportation functions into a single building, including transportation administration, mechanic and maintenance operations, and a dedicated bus driver lounge. The project also includes new transportation maintenance bays to support ECISD's growing fleet and service needs.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Ector County ISD Transportation Facility
8860 and 8866 NW Loop 338, Odessa, Texas 79764

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

ECISD Transportation Facility
$18,050,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

ECISD Transportation Facility Design Phase: 3/25/26 – 7/15/26

.2 Construction commencement date:

ECISD Transportation Facility Construction Commencement: 8/15/26

.3 Substantial Completion date or dates:

ECISD Transportation Facility Substantial Completion: 10/15/27

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

To be determined at a later date.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Dr. Keeley Boyer, Superintendent of Schools
Ector County ISD
802 North Sam Houston
Odessa, TX 79761
Tel.: 432.456.9878

Jerry Mahana, Purchasing Director
Ector County ISD
802 North Sam Houston
Odessa, TX 79761
Tel.: 432.456.9878

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Parkhill

§ 1.1.10 The Owner may retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined at a later date.

.2 Civil Engineer:

To be provided by Architect

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

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§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Mr. Layne Scott
1700 W Wall St, Ste 100
Midland, TX 79701
469-287-3008
lscott@parkhill.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mr. Chad Henthorn, CEO
Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401
806.744.2801
chad@teinert.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Cameron Cohen, Sr. Estimator,
Daniel Horton Pre-Construction Director.
Zach Allen, Executive Project Manager

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

To be addressed in GMP Amendment and as required in Chapter 2269, Subchapter F of the Texas Government Code

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, as amended, Conditions of the Contract (General, Supplementary and other Conditions), as amended, Drawings, Specifications, Addenda issued prior to execution of this Agreement, all sections of the Project Manual, other documents listed in this Agreement, Modifications issued after execution of this Agreement, the proposal signed by the Construction Manager, the request for proposals, and Construction Manager's proof of payment and performance bonds, and proof of insurance, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

§ 2.1.1 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

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highlighted in this Agreement signed by Construction Manager and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, 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.

§ 2.1.2 The Board of Trustee, 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 Guaranteed Maximum Price, to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Board delegates to the Superintendent or Superintendent's designee, the authority to approve and execute legally authorized Change Orders in accordance with Board policy. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees: Superintendent or Superintendent's designee.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner's Board of Trustees, as set forth in the Contract Documents; to furnish efficient construction administration, management services, and supervision; to furnish construction services, if allowed in accordance with law; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, Construction Manager's subcontractors, and other persons or entities employed by the Owner for the Project.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

(Paragraph deleted)

§ 2.3.2 Per Texas Government Code, Section 2269.257, if a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

§ 2.3.3 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services including preparation of schedules and estimates. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The

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recommendations and advice of the Construction Manager concerning design alternative and potential cost savings shall be subject to the review and approval of the Architect, Owner, and the Owner's professional consultant. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by, or that reasonably should have been discovered by, or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. In cooperation with the Architect's initial conceptual design, the Construction Manager shall prepare a detailed written report to the Owner setting out an initial cost estimate based on the Owner's Design Standards and Educational Specifications, using industry research , estimated quantities and labor costs, and shall participate in a meeting with the Owner's team and the Architect to review and discuss the conceptual design and initial cost estimate.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; which shall satisfy Owner's time requirements; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.3.4 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate

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that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications so as to facilitate the proposal of a Guaranteed Maximum Price when all elements of the Drawings and Specifications are at least ninety percent complete, unless mutually agreed otherwise by the Architect, Owner and the Construction Manager.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action, and/or cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees or designee's consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner and are within the Owner's budget.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 For all elements of the Work, the Construction Manager must obtain the Owner's written approval of the packaging of the scope of work for trade contractors or subcontractors, prior to publicly advertising for bids or proposals from trade contractors or subcontractors.

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§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. To the extent not inconsistent with the Construction Manager's requirements under Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Construction Manager will conduct a prevailing wage rate survey in accordance with Texas Government Code sec. 2258.022(a) for setting per diem wages for workers to be employed on this project.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1

When all elements of the Construction Documents are at least 90 percent complete, at a time mutually-agreed upon by the Owner's authorized representative and the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, the general conditions; and the Construction Manager's Fee. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously-approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom.

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§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; general conditions and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; .5 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall not be more than thirty (30) days after the date of Substantial Completion; and

.6 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Contingency"). The Construction Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from unforeseeable causes, or details which could not have been anticipated by the Construction Manager at the time of the Owner's Board of Trustees approval of the Guaranteed Maximum Price. Such unforeseeable causes or unanticipated details include, but are not limited to, refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any unforeseeable causes or unanticipated details which exceed the Construction Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Superintendent of Schools for the betterment of the Project without additional Board of Trustees approval, but with subsequent notice to Owner's Board of Trustees. Any unused Owner's contingency shall accrue to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. As soon as feasible after Architect's preliminary approval of the Construction Manager's proposed Guaranteed Maximum Price, the Architect will prepare the Amendment forms and return them to the Construction Manager for review, signature, and return to the Owner.

§ 3.2.6 The Owner's Board of Trustees shall be allowed not less than thirty (30) days after receipt of the Construction Manager's signed Guaranteed Maximum Price Amendment to review and take action on the Amendment. Unless the Owner's Board of Trustees accepts the Guaranteed Maximum Price Amendment by Board action within thirty (30) days after District's receipt, the Amendment will not become effective and the Construction Phase will not commence. Following the Board's acceptance of a Guaranteed Maximum Price, the Owner shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed

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Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any taxes from which Owner is exempt.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 The date of commencement of the Work shall mean the date of commencement of the Construction Phase, as provided in Section 8.1.2 of A201-2017.

§ 3.3.1.2 The Construction Phase shall not commence unless and until Owner's Board of Trustees accepts, and Owner's authorized representative executes, the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from Subcontractors Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and obtain bids or proposals from Subcontractors for the performance of all major elements of the Work. All bids or proposals shall be sent directly to Construction Manager.

The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter 2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 3.3.2.1.1 The Construction Manager shall include the following specific notices in the information to proposers:

.1 The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2 The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

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.3 A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;

.4 The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.023.

§ 3.3.2.1.2 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

3.3.2.1.3. The Construction Manager shall schedule and conduct weekly or otherwise regularly-scheduled meetings at which Owner, Architect, Construction Manager, and appropriate Subcontractors meetings discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. The Construction Manager shall provide periodic presentations updating the progress, quality and status of the Work to Owner's Board of Trustees, at Owner's request, at no additional cost to Owner.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment by the Owner and Construction Manager, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, including the owners occupancy requirements.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress, including changes to the Work approved by Owner, and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.3 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), Construction Manager 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.

.3 Any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system.

§3.3.4 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 Guaranteed Maximum Price.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including

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schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 (Paragraph Intentionally Deleted.)

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs, including the Owner's Contingency as provided in Section 3.2.4. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precautions relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law or as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys as provided in Section 2.3.4 of AIA A201-2017.

§ 4.1.4.3 Unless provided by the Architect by agreement with the Owner, the Owner, when such services are reasonably required by the scope of the Work and are requested by the Architect or Construction Manager and approved by the Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner may also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's reasonable written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

Owner's Board of Trustees shall designate one or more authorized representatives to act on its behalf in the day-to-day administration of the Project, to issue stop work orders, and to authorize expenditures within the Owner's contingency. The Board designates as its authorized representatives, the following individuals: Dr. Keeley Boyer, Superintendent, or her designee.

§ 4.2.1 Legal Requirements.

The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner may determine to be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Construction Manager shall furnish all legal, insurance, and accounting services that Construction Manager may determine to be necessary to meet Construction Manager's needs and interests.

§ 4.3 The Construction Manager's services shall be provided in conjunction with the services of an Architect. The terms of the agreement between the Owner and Architect shall be available for inspection by the Construction Manager upon request.

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§ 4.4 Inspection and Testing. Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement. Pursuant to Texas Government Code Section 2269.058, the Owner shall provide or contract for, independently of the Construction Manager, construction materials engineering, and testing and inspection services necessary for acceptance of the Work by Owner."

§ 4.3 Architect (Paragraph Intentionally Deleted)

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Five Thousand Dollars. ($5,000.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

§ 5.1.2.1 (Paragraph Intentionally Deleted)

§ 5.1.3 (Paragraph Intentionally Deleted) Not used.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

(Paragraph deleted)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 Owner shall not be obligated or have any duty to compensate Construction Manager for any Construction Phase Services unless and until the Guaranteed Maximum Price Amendment is first approved by the Owner's Board of Trustees and executed by Owner. The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee, plus the general conditions, the total of which shall not exceed the Guaranteed Maximum Price.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Ector County ISD Transportation Facility: 3% of the cost of the work

No Construction Manager's fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work, or as provided in Section 2.3.2.1.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Fee shall be adjusted at three percent (3%) for the sum changes in the work or any scope increases that cause the project to go over the budget listed herein.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: A Subcontractor's overhead and profit attributable to increases in the cost of its portion of the Work, as evidenced by

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executed Change Order(s) identifying the same, shall not exceed the amounts in Article 7 of the A201 General Conditions, as modified by the Owner.

§ 6.1.5 General Conditions. All charges, if any, for general conditions (costs to be reimbursed) shall be delineated separately in the Guaranteed Maximum Price Amendment, and may include only the following: on-site Project Manager; on-site Project and Site Superintendents; on-site Assistant Superintendents; minor work that may be included in the general conditions as allowed by Texas Government Code Section 2269.255; office trailer expenses; on-site sanitary facilities; project sign; safety/first aid; on-site technology; temporary water and power; project site office supplies and office equipment; plan reproduction; construction photographs; dumpsters; final clean-up; equipment rental; fuel; small tools; and items described in more detail below.

§ 6.1.6
(Paragraphs deleted)
Rental rates for Construction Manager-owned equipment shall be subject to the owner's prior approval and not exceed Eighty percent (80 %) of the standard rental rate paid at the place of the Project.

(Paragraphs deleted)
§ 6.1.7 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

§ 6.1.8 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries, for Construction Manager's on-site Project Manager, on-site Project and Site Superintendents, on-site Assistant Superintendents, and Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

§ 6.1.9 Actual rental charges for temporary facilities, machinery, equipment and hand tools not included in Section 6.5.1 and not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal.

§ 6.1.10 The general conditions shall not include the following: all reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal and data processing fees and expenses; and all travel, meals and lodging.

§ 6.1.11 Liquidated Damages, if any:

.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct 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 Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager 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 miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

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.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum as later to be set forth in the GMP Amendment for each and every additional calendar day beyond the agreed date of Substantial Completion.

.3 Timely Final Completion is an essential condition of this Agreement. Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager 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 As later to be set forth in the GMP Amendment. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager 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 Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. 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.

§ 6.1.12 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Cost Savings Split: Owner: 100%, CM: 0%

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents, and the Dates of Substantial Completion and Final Completion shall be subject to adjustment as provided in the Construction Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the final audited Contract Sum be less than the Guaranteed Maximum Price, then the difference between the Contract Sum and the Guaranteed Maximum Price shall be considered as savings to the Owner, and Owner shall have no obligation to pay same to the Construction Manager. Construction Manager shall also consider as savings to the Owner all unused funds from any Contingency account. The Construction Manager shall not participate in any savings; all savings shall be credited to Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner, with Board of Trustees' approval, if appropriate, may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. Either the Construction Manager or the Owner, as appropriate, may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this project.

§ 6.3.2 Increases or decreases, if any, to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this project.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee maybe equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the following direct, actual and verifiable costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work, except those costs compensated as general conditions under Section 6.1.5 above. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of the Work that exceeds the Guaranteed Maximum Price shall be borne by the Construction Manager.
§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior written approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform any portion of the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops, to the extent allowed by Texas Government Code Sections 2269.255 or 2269.275.
§ 7.2.2 (Paragraph Intentionally Deleted)
§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work and, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

To be listed in Assumptions & Clarifications Attachment to GMP Amendment

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for employment related taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 to the extent not compensated under general conditions.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 3.3.2.1, as amended, shall be treated as Work performed by a Subcontractor under this Section. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted by the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 6 of this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and Owner approved storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Except for items included as general conditions, costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 (Paragraph Intentionally Deleted

§ 7.5.3 To the extent not compensated under general conditions, costs of removal of debris from the site of the Work and its proper and legal disposal, other than final clean-up.

§ 7.5.4 To the extent not compensated under general conditions, costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 To the extent not compensated under general conditions, premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

(Paragraphs deleted)

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority for materials that are related to the Work, but not incorporated into the Work, and for which the Construction Manager is liable and Owner is not exempt. Construction Manager shall be obligated to take reasonable care to obtain all applicable tax exemptions.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.2 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents and paid by the Construction Manager.

§ 7.6.3 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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§ 7.7.3 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9 or other provision of or amendment to this Agreement. However, notwithstanding anything in Article 7 to the contrary, no reimbursable cost or expense will be paid again if it is also included and paid in any general conditions amount submitted by Construction Manager.

(Paragraph deleted)

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails or refuses to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 **(Paragraph Intentionally Deleted**

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

.9 Costs for services incurred during the Preconstruction Phase;

.10 Delay damages or claims;

.11 Storage costs, unless with prior written owner approval;

.12 All costs intentionally excluded in Article Section 6 above, including all subsections; and

.13 All items included in either general conditions under Section 6.1.5 above, or the Construction Manger's Fee in Section 6.1.2. above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work, and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner. Cash Discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from Subcontractors Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and obtain bids or proposals from Subcontractors for the performance of all major elements of the Work. All bids or proposals shall be sent directly to Construction Manager.

§ 9.4 The Construction Manager shall include the following specific notices in the information to proposers:

.1 The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2 The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

.3 A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;

.4 The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.023.

.5 The following shall be included in any information to proposers, Request for Proposals, or Bid Documents:

"By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, the Construction Manager, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract."

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§ 9.5 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

§ 9.6 The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter 2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of the same before the Owner compensates Construction Manager.

§ 9.7 Per Texas Government Code Section 2269.257, if a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and other representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten (10)years after the date of Final Completion, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager, if applicable, approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager, if applicable, may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. The Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or failure of Construction Manager to perform Construction Manager's obligations under this Contract. 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 and Program Manager, if applicable, shall have seven (7) days from date of receipt from the Construction Manager 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 and Program Manager, if applicable, to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, unless otherwise provided in the

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Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment. The Construction Manager shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance and construction of the Work.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions or classifications of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. The Construction Manager's fee shall be shown as a separate line item on the schedule of values.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Program Manager, if applicable, may require. The format and tracking method of the original schedule of values and of all updates to the schedule of values shall be subject to the approval of the Architect and Program Manager, if applicable. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment. If at any time, the amount shown on the schedule of values exceeds the Guaranteed Maximum Price allocable to that portion or classification of the Work, then the amount payable to Construction Manager by Owner shall be reduced by the amount of such excess.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion or classification of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) classification on the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion or classification of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion or classification of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the

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Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager 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;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors, accountants, or other representatives, in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

.7 Subtract retainage to be calculated in accordance with Texas Government Code Chapter 2252, subchapter B.

.8 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201- 2017, as amended.

.2 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 due Construction Manager at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 11.1.7.3 Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment. Payments shall be made on account of materials and equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;

.2 The location must be a bonded warehouse;

.3 The Surety must agree, in writing, to each request for payment; and

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

§ 11.1.7.4 In the event of Contract termination or default by the Contractor, the items stored off the site, upon which payment has been made, will be promptly turned over to the Owner or Owner's designated representative at a location

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near the Project site as directed by the Owner or Owner's designated representative. The full provisions of Performance and Payment Bonds on this Project cover the materials stored off the site in every respect as though they were stored on the Project site.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may 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.)

Retainage is managed in conformance with Texas Government Code Chapter 2252, subchapter B.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be subject to written consent of the Contractor's Surety, and as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage may be reduced at Owner's sole discretion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Final Completion shall not include retainage as follows:
(Paragraphs deleted)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Construction Manager shall submit a claim in accordance with Article 15 of AIA Document A201–2017, as amended.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. If the Contractor wishes to bill for materials or equipment which cannot be stored on site, the Contractor shall, along with the request for approval, provide evidence of purchase, evidence of delivery in good order without damage, and a certificate of insurance specifically covering the material identified by way of serial numbers, bill of lading, and copy of signature of receipt of materials and photography showing material. The Contractor shall also require, at the Owner's request, proof that the facility at which the materials or equipment is stored is bonded. Security and protection from theft and damage remains on the Contractor as the first line of accountability and financial responsibility. Delays due to issues arising from stored materials shall not be considered as reasonable justification to release the Contractor from meeting the schedule unless the Owner agrees to such delay in writing in advance of notification to the Owner of any delay.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors., The percentage of retainage held on Subcontracts shall be the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 11.1.12 In submitting Construction Manager's Applications for Payment, Construction Manager shall be responsible for all errors or omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 11.2 Final Payment

§ 11.2.1 Final payment, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work, except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;

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.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;

.3 a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable, in accordance with Section 11.2.2.2;

.4 Construction Manager has provided all documents required by Section 9.10.2 of AIA Document A201-2017, as amended; and

.5 Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 11.2.2 Within thirty (30) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' or other representatives' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017 as amended. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017 as amended. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' or other representatives' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 12 without a further decision of the Architect. Unless otherwise agreed in the Contact Documents, a demand for mediation or other dispute resolution as provided in the Contract Documents, of the disputed amount shall be made by the Construction Manager within the timeline established in Section 15.2 of A201-2017, as amended, after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this time period shall result in the substantiated amount reported by the Owner's auditors or other representatives becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the Owner's Board approval. The Construction Manager must certify completion of all Work, including all listed in Section 9.10.2 of the AIA Document A 201-2017, as amended, for the Project, cleanup, and delivery of record documents prior to or with the Application for Final Payment.

§ 11.2.3.1 The amount of the final payment shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.

.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.

.3 Add the Construction Manager's Fee.

.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.

.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.

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.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

.7 Subtract all previous payments made by the Owner.

.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price.

.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as allowed by law.

§ 11.2.4 If, subsequent to final payment, and at the Owner's prior written request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7that are not excluded by Section 7.9, to correct defective or nonconforming Work that is not the fault of the Construction Manager or arising from the resolution of a dispute, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price

§ 11.3 Interest 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 maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

(No Interest Rate Agreed Upon)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim by the Construction Manager regarding any matter between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017, as amended. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

(Paragraphs deleted)

§ 12.1.2 When Owner has an applicable claim for construction defects, Owner shall comply with the provision of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager's or Architect's opportunity to cure.

§ 12.2 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 Article 15 of AIA Document A201–2017

[**X**] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager 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 with proper venue being the county where the Project is located.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017 as amended.

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§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, as amended, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall only be responsible for payment as required under Article 14 of AIA Document A201-2017, with no termination fee or penalty.

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended; in such case, the Guaranteed Maximum Price, if established, and Contract Time may be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017. 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.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Construction Manager shall not assign this Agreement or the Contract in whole or in part without the prior written consent of the Owner's Board of Trustees. If Construction Manager attempts to make such an assignment without such consent, the Construction Manager shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall purchase and maintain insurance as required by Article 11, A201-2017 as amended for this Project, to protect Construction Manager and Owner against all claims, damages, lawsuits, indemnities, or other

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actions which may arise out of or result from the Construction Manager's operations under this Contract, whether such operations are by Construction Manager, or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Prior to performing the Work, the Construction Manager shall provide separate performance and payment bonds in accordance with AIA Document A201- 2017 Section 11.5.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Construction Manager with policy limits of not less than one million ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. (Note: Texas statutory minimum for school districts is $100,000.00 per person, $300,000.00 per occurrence, and $100,000.00 property damages.) Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least $1,000,000.00

1. Bodily Injury (per person) $_100,000.00_____
2. Bodily Injury (per accident) $_300,000.00_____
3. Property Damage $_100,000.00_____

§ 14.3.1.3 The Construction Manager may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

(Paragraph deleted)
§ 14.3.1.4 Umbrella Excess Liability coverages shall be in at least the following amounts:

1. $_5,000,000.00_ Each Occurrence
2. $_5,000,000.00_ Aggregate
3. $_5,000,000.00_ Aggregate per Project Endorsement

§ 14.3.1.5 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

(Paragraphs deleted)
§ 14.3.1.5.1 Texas Workers Compensation Insurance
A copy of a certificate of insurance, a certificate of authority to self -insured issued by the Texas Department of Insurance (TDD) or a coverage agreement (WC-81. DWC-82. DWC 83, or DWC-84), showing statutory workers compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ 14.3.1.5.1.2 Duration of the Project include the time from the beginning for the Work on the project until the Contractor's Work on the Project has been completed and accepted by Owner.

§ 14.3.1.5.1.3 Persons providing services on the Project ("Subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of an entity that furnishes persons to provide services on the Project.

§ 14.3.1.5.1.4 Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the Projects. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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§ 14.3.1.5.1.5 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 14.3.1.5.1.6 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ 14.3.1.5.1.7 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 14.3.1.5.1.8 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have, on file, certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 14.3.1.5.1.9 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ 14.3.1.5.1.10 The Contractor shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 14.3.1.5.1.11 The Contractor shall post on each Project site a notice, in the text form and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 14.3.1.5.1.12 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project:

.2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the Project;

.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

4. Obtain from each other person with who it contracts, and provide to the Contractor:

.1 A certificate of coverage, prior to the other person beginning work on the Project; and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6 Notify the Owner in writing by certified mail or personal deliver, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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.7 Contractually require each person with whom in contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ 14.3.1.5.1.13 By signing the Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor wo will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 14.3.1.5.1.14 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 14.3.1.5.1.15 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers wo are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996.

28 TAC Section 110.110(i)

(Table deleted)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and or, if no Exhibit B is included, as specified in Article 11 of AIA Document A201-2017, as amended by Owner.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4

(Paragraphs deleted)

(Paragraph Intentionally Deleted)

§ 14.5 Other provisions:

§ 14.5.1 Criminal History Checks. So that Owner can obtain the national criminal history record information required by Texas Education Code Chapter 22.08341 on all "covered employees," (as defined in Section 3.4.6.3.) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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§ 14.5.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 14.5.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designed by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 14.5.4 On request of Owner, Contractor shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontractors. Contractor shall update this list on Owner's request.

§ 14.5.5 Owner's Additional Requirements Related to Criminal Histories. In addition, as provided in Section 3.4.6.1 above, Owner or Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 14.5.6 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.

§ 14.5.7 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.

§ 14.6

.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

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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.

§ 14.7 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Construction Manager. If any portion of this Contract is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this contract shall remain in full force and effect.

§ 15.2 The following documents are included in the Contract, in addition to those listed in Section 1.1.:

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.1 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.

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, once, and if executed.

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, once, and if executed. AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

as amended by Owner.

(Table deleted)

*(Paragraphs deleted)*This Amended Contract is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Dr. Keeley Boyer Superintendent	Daniel Horton President
(Printed name and title)	*(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

Daniel Horton

I, ~~Chad Henthorn~~, 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 14:06:27 ET on 03/20/2026 under Order No. 3104239132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

President

(Title)

3/20/26

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

2023 Bond Program New Construction
ECISD Transportation Facility

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Parkhill
1700 W. Wall, Suite 100
Midland, TX 79701

THE CONTRACTOR:
Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Contractor") 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 Contractor have agreed to enter into AIA Document A201-2017 Agreement ("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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual and Construction Documents (as defined in §1.1.3 below) including Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

§ 1.1.1.1 The 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 the 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.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

(Paragraphs deleted)

§ 1.1.3 The Work; Construction Documents

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, 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. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of

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equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

(Paragraphs deleted)

§ 1.1.7 Construction Documents

Construction Documents include representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

[*Intentionally deleted.*]

§ 1.1.9 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 All references to "Contractor" shall include "Construction Manager at Risk" as appropriate.

§ 1.1.11 The Owner may retain Program Manager(s) to carry out some of the functions of the administration of the Owner's construction program. The Contractor, Architect, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.

§ 1.1.12 Approved, Approved Equal, Approved Equivalents, Or Equal The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.13 Abbreviations

AIA:	American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents. Each reference to a specific document shall refer to the document as amended for this Project.)
AIEE:	American Institute of Electrical Engineers
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ANSI:	American National Standards Institute
ASA:	American Standards Association

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ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
NEC:	National Electrical Code
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
TAS:	Texas Accessibility Standards
UL:	Underwriters Laboratories, Inc.

§ 1.1.14 Bids or Bidding. The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under Texas Government Code Chapter 2269.

§ 1.1.15 Miscellaneous Other Words

§ 1.1.15.1 Business Day. The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.2 Calendar Day. A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.15.3 Holidays. Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.4 Work Day. Work days are all calendar days except Holidays.

§ 1.1.15.5 Anticipated Weather Days. An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days.

§ 1.1.16 Contract Sum. "Contract Sum" shall have the same meaning as in Section 5.1 of the Agreement (A133-2009), for the Project when the Project is a Construction Manager at Risk Project, and the same meaning as in Article 4 of the Agreement (A101-2017) for the Project.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. The Architect, in case of such conflict, may interpret or construe the

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documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Relation Of Specifications And Drawings. General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.5 Materials, Equipment And Processes. Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area then shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.6 Standards And Requirements. When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Construction Documents
§ 1.5.1 All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to any protocols established pursuant to Section 1.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

§ 1.6 Notice
§ 1.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

[*Intentionally deleted.*]

(Paragraph deleted)

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

[*Intentionally deleted.*]

(Paragraphs deleted)

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the

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Contractor's contingency and to approve and execute legally authorized Change Orders in accordance with Board policy. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.2 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

§ 2.1.3 The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Owner's Financial Arrangements

§ 2.2.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

§ 2.2.2 [*Intentionally deleted.*]

§ 2.2.3 [*Intentionally deleted.*]

§ 2.2.4 [*Intentionally deleted.*]

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a successor architect has been employed by Owner.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the survey, if any,

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Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor at least one copy of the Construction Documents, as provided for in the Project Manual, for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect shall, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and other consultants' additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, then the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

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.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for its position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities when the Contractor recognized or

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should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

§ 3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

.1 The location, condition, layout, drainage and nature of the Project site and surrounding areas;

.2 Generally prevailing climatic conditions;

.3 Anticipated labor supply and costs;

.4 Availability and cost of materials, tools and equipment; and

.5 Other similar issues.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects

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in writing to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 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. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. 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. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. 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. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. 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.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

§ 3.3.5 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.

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.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.

§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.3.8 Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 3.4 Labor and Materials

§ 3.4.1 These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code § 2269.054. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written

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explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4. Including, but not limited to, the specific requirements of Article 10, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct its work so as to protect the Contractor from the consequences of its own conduct.

§ 3.4.5 Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.6 CRIMINAL HISTORY CHECKS

§ 3.4.6.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 3.4.6.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 3.4.6.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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§ 3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subcontractors from interacting with students or entering areas used by students, informs employees, contractors, and subcontractors of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful materials to a minor. The term "instructional facility" means real property, and improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

§ 3.4.6.4 Contractor's violation of this section shall constitute a substantial failure under Article 14.

§ 3.4.7 PREVAILING WAGE RATES

§ 3.4.7.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 *et seq.*

§ 3.4.7.2 Contractor shall forfeit, as a penalty to the Owner, $60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 3.4.7.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors."

"§ 3.4.7.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages."

"§ 3.4.7.5 If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at **https://www.wdol.gov/** or **https://beta.sam.gov/**) effective as of the date of this Agreement.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed

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in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1040.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to issue in the name of the owner, or assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, for any and all material, equipment, fixtures and furniture (if supplied or installed by Contractor or its subcontractors), other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.6 The warranties of Contractor provided in Section 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

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§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2 Verify that the documents are in proper form and contain full information;

.3 Co-sign warranties when required;

.4 Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;

.5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;

.6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified;

.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.6 Taxes

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The

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Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work."

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees or Board's designee and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to

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resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection, unless required to do so by the terms of the Construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum, unless required to do so by the terms of the Construction Documents, shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

§ 3.9.2 [*Intentionally deleted.*]

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§ 3.9.3 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site during performance of the Work, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available at all times, at the Project site, the Construction Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner at all times, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.11.1 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

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for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or its consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish

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transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED

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BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ*.

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 3.18.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY {INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

§ 3.19 ANTITRUST VIOLATION. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq*. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner.

§ 4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 Architect shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

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§ 4.2.5 As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have will recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents and the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

§ 4.2.8 The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

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assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations or recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify in writing the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor, then the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time

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shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.2 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to Article 14 or abandonment of the Project by the Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and

.3 the Subcontractor provides bonds as required by law or prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work

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performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 [*Intentionally deleted.*]

§ 6.2 Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify in writing the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.3.1 If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit or fee in any

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work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work.

§ 7.1.5 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.6 If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum or Guaranteed Maximum Price; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum, or Guaranteed Maximum Price, or Contract Time, or all of the above. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or Guaranteed Maximum Price and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum or Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit, and fees will not be allowed);
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of subparagraph 7.4.1; or
.4 As provided in Section 7.3.4, subject to the limitations of subparagraph 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or Guaranteed Maximum Price, then Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual costs of labor, including applicable payroll taxes, and workers' compensation insurance;

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.2 Actual costs of materials, supplies, and equipment, including cost of transportation used in performing the Change in the Work;

.3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools;

.4 Actual costs of premiums for all bonds and insurance, and permit fees;

.5 Costs of supervision and field office personnel directly attributable to the change.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time, provided that, pursuant to Texas Government Code Section 2251.0521, Contractor shall not be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the Guaranteed Maximum Price or the Contract Sum. No subcontractor shall be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the subcontractor's contract amount.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the Contract Documents or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11..

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Time.

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, governmental actions, or adverse weather conditions documented in accordance with Section 15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by prior written agreement.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

§ 9.2.2 If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under

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Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.

§ 9.3.1.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

§ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (*Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032*).

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The location must be a bonded warehouse.

.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.

.5 Payment shall not include any charges for overhead or profit on stored materials.

.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR

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SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.4 Contractor shall submit Applications for Payment electronically or, if requested by owner, in writing and in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification and disputing in part certification in accordance with Texas Government Code Section 2251.042(2)) and as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a) and as provided in Section 9.5.1.

Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq*. Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq.*, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier,. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due, and owing after the date the payment is due under the Contract Documents then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until

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payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or

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a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and property and liability insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy, use, or installation, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the

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period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance;

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate; and

.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

Per 19 TAC Section 61.1040(6)(f)(C), Contractor shall certify the following:

(i) Process certifications. To ensure construction quality and performance of contract terms, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in conformance with the contract documents.

(ii) Certifications related to construction quality standards under subsection (j) of 19 TAC Section 61.1040.

To ensure compliance with construction quality standards, the Contractor and prime subcontractors, if applicable, shall certify compliance at the completion of a capital improvement project that the Project has been built in conformance with the contract terms and performance standards specified by the Contract Documents for the Contractor and for any of its subcontractors or subconsultants of any tier, which shall include certification of compliance with any subsequent change order documents approved by the Owner and Architect.

Where a third-party code compliance officer is required by subsection (j) of 19 TAC Section 61.1040 to ensure that a third-party code compliance officer does not find any violations of the provisions of the required construction codes

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identified in subsection (j)(1) of 19 TAC Section 61.1040 that are not enforced by a state or local authority having jurisdiction, Owner shall require that a third-party code compliance officer issue a third-party certificate of occupancy. Where a local authority having jurisdiction enforces some of the required construction codes, a third-party code compliance officer shall not issue a third-party certificate of occupancy until either the local authority having jurisdiction has issued a certificate of occupancy or the local authority having jurisdiction indicates in writing to the third-party code compliance officer that the local authority having jurisdiction does not issue certificates of occupancy.

Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. To provide a safe and secure environment, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in reasonable accordance with the safety and security directives provided by the school district and reflected in the Contract Documents prepared by the Architect.

Special provisions for a Construction Manager-Agent. For projects that use the construction manager agent contracting method established in Texas Government Code Chapter 2269, Subchapter E, the Construction Manager Agent and each construction prime contractor must provide certification in accordance with clause (i) of 19 TAC Section 61.1040, and each shall certify the scope of work for which they are contractually responsible.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, and it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall
(Paragraphs deleted)
not constitute a waiver of any Claims by the Owner.
§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

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§ 10.1.2 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.3 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment, or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.
§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

(Paragraphs deleted)

§ 10.2.11 Injury or Damage to Person or Property

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE

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OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

§ 10.3.5 [*Intentionally deleted.*]

§ 10.3.6 [*Intentionally deleted.*]

§ 10.4 Emergencies

(Paragraph deleted)

§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 10.5.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.5.2 Final Payment shall not be made until this written certification has been received.

§ 10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 HAZARDOUS MATERIALS CERTIFICATION

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.0.1 No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of

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insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 OWNER CONTROLLED INSURANCE PROGRAM and Contractor's Bonds

§ 11.1.1 Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") that will provide commercial general liability and excess liability insurance for all Enrolled Contractors (as defined in the OCIP Manual) providing direct labor to the Project. The OCIP is described in the OCIP Manual, which is incorporated herein in full as part of this Agreement. All terms and conditions of the OCIP Manual will apply during the term of the Agreement and for such period after the term of the Agreement as may otherwise be set forth in the OCIP Manual.

While the OCIP is intended to provide broad coverages and high limits for Enrolled Contractors, the OCIP is not intended to meet all the insurance needs of such Enrolled Contractors. In addition to any insurance provided by the Owner, Contractor, Enrolled Contractors and all other parties providing work, services or materials for the Project, including, but not limited to, Ineligible Contractors (as defined in the OCIP Manual) and Eligible Contractors (as defined in the OCIP Manual) not enrolled in the OCIP, will be responsible for providing certain insurance as specified in Exhibit A.
The OCIP Manual will recommend that Eligible Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained.

§ 11.1.2 [*Intentionally deleted.*]

§ 11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later

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than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

§ 11.1.2.2 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ 11.1.2.3 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.1.2.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor knows or should know of an impending or actual cancellation of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§ 11.2 Contractor-Provided Insurance Coverages For any and all Work under the Agreement, and until completion and final acceptance of the Work, the Contractor and each Subcontractor (of any tier) shall, at its own expense, obtain and maintain the following minimum coverages, written on a primary and noncontributory basis (Contractor has the right to increase these minimum coverages per Subcontract): Workers Compensation and Employer's Liability, Builder's Risk, Commercial Automobile Liability Insurance, Professional Liability Insurance, Crane Liability and

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Riggers Legal Liability, Cyber Liability Insurance, Unmanned Aircraft Liability Insurance, Tools and Equipment Floater Insurance, as applicable and as further explained in Exhibit A.

(Paragraphs deleted)
§ 11.2.3 [*Intentionally deleted.*]

§ 11.3 Waivers of Subrogation
§ 11.3.1 All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation.

§ 11.3.2 The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

§ 11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

(Paragraphs deleted)
§ 11.4 Loss of Use and Business Interruption Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor and/or Architect timely object to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be

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uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not respond within 24 hours of a written notice by Owner of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner, but only as to the corrected Work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction by the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of

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public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner shall provide or contract for such additional testing, inspection, or approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, with a copy to the Owner.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 RECORDS

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

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§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.79.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.8.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.8.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.8.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq.*, and the Texas Open Meetings Act, Texas Government Code, Section 551.001, *et seq.*

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of 90 (ninety) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in serious or repeated worker misconduct in violation of Article 3.3.2;
- .7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .8 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price, (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the

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benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR§ 15.1 Claims

(Paragraph deleted)

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§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of additional compensation under the Contract Documents, interpretation of the Contract Document terms, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

(Paragraphs deleted)

§ 15.1.2 Time Limits on Litigation

The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner, not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Architect. Claims by Contractor under this Section 15.1.3.1 must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.

§ 15.1.3.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

§ 15.1.4.2 [*Intentionally deleted.*]

§ 15.1.5 Claims for Additional Cost or An Increase in the Contract Sum or Guaranteed Maximum Price

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given to Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably

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anticipated, and prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period.

§ 15.1.6.3 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

§ 15.1.6.4 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of delays caused by adverse weather conditions, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.6.5 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this
(Paragraphs deleted)
Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration.

Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Resolution of Claims and Disputes

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.2.3 In evaluating Claims, Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the

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Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 15.2.5 Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6.1 [*Intentionally deleted.*]

§ 15.2.7 [*Intentionally deleted.*]

§ 15.2.8 [*Intentionally deleted.*]

§ 15.3 Alternative Dispute Resolution

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 15.3.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

§ 15.4 No Arbitration

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be NO mandatory arbitration for any dispute arising hereunder.

§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability 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.

§ 15.6 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

EXECUTED this **_24th__**day of March, 2026.

OWNER:

Dr. Keeley Boyer

CONTRACTOR:

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Title: Superintendent
Ector County Independent School District

By: Daniel Horton
Title: President

(Paragraphs deleted)

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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT G802-2017 AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PBK – ATLAS CTE CENTER**

DATE: August 18, 2026

The ECISD Board of Trustees previously approved a Standard Form of Agreement Between Owner and PBK to provide design services with regard to the ATLAS CTE Center project. Since that agreement was executed, the District also executed a Guaranteed Maximum Price Amendment (A133-2019 Exhibit A) with Teinert Construction to provide construction services with regard to the same project. Within the A133-2019 Exhibit A agreement that was approved, the construction cost of the project proposed by Teinert Construction was $86,591,081. Since the original GMP was approved, there have been reductions made to the GMP that have led to its value being $85,150,529.

The Administration requests that the Board approve AIA Document G802-2017 Amendment to the Professional Services Agreement for PBK – ATLAS CTE Center. The G802-2017 amends the district's contract with PBK to reflect the construction cost proposed by Teinert Construction and approved by ECISD through the original GMP and any subsequent change orders. Amending the construction cost is necessary since the cost of PBK's services is based on a percentage of the project construction cost.

****

Administrative Recommendation:
Approval of the Amendment to the Professional Services Agreement for PBK – ATLAS CTE Center

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Ector County New CTE

2355 Martin Luther King Jr. St
Odessa, TX 79761

AGREEMENT INFORMATION:
Date:
03-25-2024

AMENDMENT INFORMATION:
Amendment Number:
001
Date:
08-07-2026

OWNER: *(name and address)*
Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

ARCHITECT: *(name and address)*
PBK Architects, Inc.

6300 Bridge Point Parkway
Building 1, Suite 350
Austin, TX 78730

The Owner and Architect amend the Agreement as follows:
Adjustment to amend the date of substantial completion and of the compensation due for Architectural services based on the revised Cost of the Work / Guaranteed Maximum Price based on executed Change Order 4.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
The AIA B101-2017 Standard Form of Agreement between Owner and Architect indicates a 6.25% fee based on the cost of work. The original project budget of $60,000,000 resulted in PBK Architect's fee of $3,750,000. The new GMP based on Change Order 4 is $85,150,529. The resulting proposed PBK fee is $5,321,908, a net add to the Architect's fee of $1,571,908.

Schedule Adjustment:
The Contract Time will be increased by Seventy Nine (79) days. The new date of substantial completion will be June 28th, 2027.

Digitally signed by James Fauver
Date: 2026.08.12 15:13:19-05'00'

ARCHITECT *(Signature)*	**OWNER** *(Signature)*
BY: James Fauver, Managing Principal	BY: Keeley Boyer, Ed.D., Superintendent of Schools
(Printed name, title, and license number if required)	*(Printed name and title)*
08•12•2026	
Date	*Date*

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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25 day of March in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761

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

PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730

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

New CTE Center
Situated in Ector County, E Murphy St. Odessa, TX 79761

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.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and PBK (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™ 2017 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 Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This facility will be constructed on a 37 acre piece of land that was donated to ECISD by Grow Odessa. This land is located in south Odessa off of Murphy Avenue. This facility is slated to have approximately 18 programs of study and centralize many of the CTE programs offered in ECISD at one location.

Additional details about the program may be provided by Owner at a later time.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

CTE Center Property: Situated in Ector County, E Murphy St. Odessa, TX 79761.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Construction Cost : Sixty Million ($60,000,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Schematic Design : 05/01/2024 – 06/30/2024
Design Development : 07/01/2024 – 10/01/2024

.2 Construction commencement date:

07/05/2025

.3 Substantial Completion date or dates:

12/05/2026

.4 Other milestone dates:

Construction Documents : 10/03/2024 – 04/03/2025
Bidding : 04/04/2025 – 05/19/2025
Construction Administration : 7/05/2025 – 12/05/2026

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager-At-Risk (CMAR)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Scott R. Muri, Superintendent of Schools, or his designee
Ector County ISD
802 North Sam Houston | Odessa, TX 79761
Telephone: 432.456.97879

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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(Paragraphs deleted)

(List any consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Darrell Pearson
PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730
Telephone: 512-340-0676
Email: darrell.pearson@pbk.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kubala Engineers
11 Greenway Plaza
Houston, Texas 77046
Telephone: 1-800-248-3674

John Kubala, President & CEO
Office: 713-940-3343
Mobile: 713-907-8385
Email: John.Kubala@kubalaengineers.com

.2 Mechanical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

.3 Electrical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

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User Notes:

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

.4 Geotechnical Engineer

To be identified by the owner at a later time.

.5 Civil Engineer

Dunaway Associates
5707 Southwest Parkway, Building 2, Suite 250
Austin, Texas 78735
Telephone: 512-306-8252

Tim Hair, Regional Manager
Mobile: 210-241-6939
Email: Thair@dunawayassociates.com

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may agree upon protocols, in writing governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or

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opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

§ 2.5.1 Worker' Compensation

.1	State:	Statutory Benefits
.2	Employer's Liability:	$1,000,000 per accident $1,000,000 disease, policy limit $1,000,000 disease, each employee

§ 2.5.2 Commercial General Liability with policy limits if not less than One Million ($ $1,000,000)

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.1	Each Occurrence:	$1,000,000 each occurrence $2,000,000 aggregate
.2	Medical Expense (per person)	$10,000 each occurrence
.3	Products & Completed Operations: $2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)	
.4	Personal & Advertising Injury	$1,000,000 aggregate
.5	Must include explosion, collapse, and underground (X, C, and U) coverage.	
.6	Must include Completed Operations coverage	
.7	Must Include Contractual Liability Coverage	
.8	Must Include General Aggregate Per Project Endorsement.	

§ 2.5.3 Contractual Liability:

.1	Property Damage shall be included in Commercial General Liability Coverage.	
.2	Insurance sufficient to cover Architect's contractual indemnities.	

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): Combined single limit policy in the amount of at least $1,000,000.

.1	Bodily Injury (per person)	$
.2	Bodily Injury (per accident)	$
.3	Property Damage	$

§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:

$5,000,000	per occurrence
$10,000,000	per aggregate

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

.1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than five million ($5,000,000).

(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence).

§ 2.5.6 Umbrella Excess Liability coverages shall be:

.1	$5,000,000	each occurrence
.2	$5,000,000	aggregate
.3	$	aggregate Per Project Endorsement

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§ 2.5.7 Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:

1. A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

2. No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

.9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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.11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

2. Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

3. Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

4. Obtain from each other person with whom it contracts, and provide to the Architect:

    1. A certificate of coverage, prior to the other person beginning work on the Project; and

    2. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

5. Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

6. Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.

.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

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28 TAC § 110.110(i).

(Paragraph deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Article 4 and include usual and customary architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction database management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. The District will not waive any services recommended by the Architect that are required by law.
Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.3.1 Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under

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applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall comply with applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner..

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project."

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

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§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, for the Owner's approval, a written preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(Paragraph deleted)

§ 3.2.5.2 The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work..

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other elements outlined in this Agreement. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall

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cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations..

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, *redesign the Project to comply with Owner's budget*, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

§ 3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

§ 3.4.1.1 Errors and Omissions

§ 3.4.1.1.1 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

§ 3.4.1.1.2 Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

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§ 3.4.1.1.3 Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

§ 3.4.1.1.4 Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031.
Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section 218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service..

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner *and the Owner's attorney* in the development and preparation of (1) *bidding competitive purchasing, and* procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor *or Construction Manager at Risk*; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

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§ 3.4.3.1 As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

§ 3.4.3.2 Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. Owner shall not be able to waive any services or direct any changes where recommended or required by an applicable design professional.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.4.6 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4.7 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

§ 3.5.2 Competitive Bidding *or Purchasing*

§ 3.5.2.1 Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of

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the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

§ 3.5.2.2 If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

.1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 In consultation with the Owner, the Architect shall consider requests for substitutions,if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

§ 3.5.3.2 If requested by Owner Architect shall assist the Owner in obtaining proposals by:

.1 procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, *as amended for the Project, and as specified in Section 3.1.6 herein.* If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related

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to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety."

§ 3.6.1.2 The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and; (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing,

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of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's recommendations on matters relating to aesthetic effect shall be final.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, and in Architect's professional opinion, the quality of the Work is in accordance with the Construction Documents and the Contract Documents and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice and consent of Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

.3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

.5 For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

.6 Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

.7 (B) Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

(i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d). The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

(ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

(iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.3 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

(Paragraphs deleted)

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) visits to the site by the Architect per week during construction as required by § 3.6.2.1

.3 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Five (5) inspections for each portion of the Work to determine final completion.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

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§ 5.2 The Owner shall establish and update the Owner's budget for the Project, when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees, is the only representative of 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 Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or his designee

§ 5.4 Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraphs deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

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§ 5.10 Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or the Architect's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to

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quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
.5 implement any other mutually acceptable alternative; or,
.6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.
§ 7.3 The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but

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in any case not more than 8 years after the date of Substantial Completion of the Work unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.1.1.2 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under 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.

§ 8.1.2 Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. *In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.*

§ 8.1.4 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceeding, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section s.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the

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parties' authorized representatives, if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the parties shall submit the dispute or claim(s) to a court of competent jurisdiction.:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

(Paragraph deleted)
The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to nonbinding arbitration. However, neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

§ 8.2.5 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under 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."

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)
ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for termination. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 et seq. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due..
§ 9.7
(Paragraphs deleted)

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The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.10 This Agreement may be terminated by Owner at any time if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform

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services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.11 APPLICABLE LAW. This Agreement is subject to all applicable federal and State of Texas 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.

§ 10.12 CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.14 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto 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 either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 10.15 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

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§ 10.16 CHILD SUPPORT. 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 this 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.

§ 10.17 By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement."

§ 10.18 Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 10.19 The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 10.20

1. By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

2. The Architect 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 Architect 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 Architect; or

        2. Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.

5. 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.

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6. If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

7. If Architect 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.

8. 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.

§ 10.21 CRIMINAL HISTORY RECORD CHECKS:

§ 10.21.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Architect's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 10.21.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to immediately discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any subconsultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 10.21.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a

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felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

§ 10.21.4 Architect's violation of this section shall constitute a substantial failure under Article 14.

§ 10.21.5 Architect shall assume all expenses associated with the background checks.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

.1 Stipulated Sum
(Insert amount)

.2 *(Insert percentage value)*
Compensation for all the services described herein is based on Architect's understanding of the Scope of Work as presented by Owner and will be billed at Six point twenty-five hundreds percent (6.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

For renovation work, compensation for all Basic Services shall be based on six point five percent (6.5%) of the Cost of the Work, as detailed in Section 6.1 herein;

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

.3 Other
(Describe the method of compensation)

NONE

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

(Paragraph deleted)
§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Partner	$350.00
Principal	$305.00
Associate Principal	$270.00
Project Manager/Associate	$245.00
Architect	$225.00
Intern	$135.00
Field	$125.00
Office	$95.00

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Permitting and other fees required by authorities having jurisdiction over the Project;
(Paragraphs deleted)

.2 Printing, and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
.3 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
.4 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;

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.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;

(Paragraphs deleted)

.6 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual the expenses incurred by the Architect and the Architect's consultants.

§ 11.9

(Paragraphs deleted)

Compensation For Use Of Architect's Construction Documents. The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than 30 days after Owner's receipt of the invoice shall bear interest at the rate entered

(Paragraphs deleted)

below specified by Texas Government Code § 2251.025 or its successor.(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)

§ 11.10.2.2 The Owner may withhold payments after appropriate notice as to the reasons for the withholding to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY

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PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

§ 12.2 THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT."

§ 12.3 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect."

§ 12.4 It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended

§ 12.5 RECORDS RETENTION. Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 12.6 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at https://www.tbae.texas.gov.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

, as amended for this Project;

(Paragraph deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits

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and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: PBK Fee Proposal Letter dated March 25, 2024
Exhibit B: Hourly Billing Rates
Exhibit C: Insurance Requirements

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.

This Amendment to AIA Document is entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Scott Muri, Ed. D. ECISD Superintendent of Schools	Darrell Pearson, Partner
(Printed name and title)	*(Printed name and title)*

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6300 Bridge Point Parkway
Suite 2-115
Austin, Texas 78730
Phone 512-340-0676
www.pbk.com

March 25, 2024

VIA EMAIL DELIVERY

Dr. Scott Muri
Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

PBK
Architecture
Engineering
Planning
Technology
Facility Consulting

RE: Professional Services Fee Proposal – Ector County ISD New CTE Center

Dear Dr. Muri:

Thank you for allowing PBK the opportunity to provide Architectural and Engineering Services for the Ector County ISD New CTE Center project located in Odessa, Texas. The following is our proposal to provide services for your project.

BASIC SCOPE OF WORK

Working in concert with the Ector County Independent School District personnel, PBK will provide comprehensive planning, schematic design, design development, construction documents, and construction administration services for the development of the district's CTE Center project in accordance with an Agreement between Owner and Architect as established by the Council of School Attorneys. PBK will work in conjunction with the Ector County ISD team to properly coordinate the organization and development of the site and the scope of services will include Programming, Site Evaluation/ Planning, Architecture, MEP, Structural, Interior Design, Envelope/Roof Design, and Construction Administration services for the district's new middle school.

COMPENSATION

Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.25% of the construction value for the scope of the project. We understand that the construction budget for this project is $60,000,000. PBK will submit monthly invoices in accordance with the completion of services for every project milestone.

PBK will submit monthly invoices in accordance with the completion of services. All invoices and supporting documentation will be addressed to:

C/O – Anthony Sorola, Ed.D.
Associate Superintendent
Athletics / Human Capital / Operations
Ector County ISD

6300 Bridge Point Parkway
Suite 2-115
Austin, Texas 78730
Phone: 512-340-0376
www.pbk.com

CONSULTANTS

PBK will be responsible for all necessary consultants. PBK will engage Geotechnical Engineering, Materials Testing, Surveying, and Traffic Analysis/ Design (if necessary) as a reimbursable at cost with no additional fee. If desired, PBK will engage any other owner provided consultants and pass through their fee as a reimbursable expense with no mark up.

PBK

Architecture
Engineering
Planning
Technology
Facility Consulting

REIMBURSABLE EXPENSES

Reimbursable expenses for reproduction of bid documents and permit application fees will be billed at cost without additional fee. Additional reimbursable expenses for special studies/consultants as requested by Ector County ISD will be reimbursable at cost without additional fee. PBK will limit our reimbursable travel related expenses for the entire duration of the CTE project to $12,000. Any additional travel expenses will be absorbed by PBK.

ADDITIONAL SERVICE FEES:

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

We thank you for this incredible opportunity to continue to serve the Ector County ISD on this important project. Please let us know if the terms of this proposal are acceptable and we will move forward in the preparation of a contract. Should you have any questions or additional requests, please do not hesitate to contact me at any time on my mobile phone at 512-557-4857.

Sincerely,

Darrell Pearson
PBK Architects, Inc.
Partner, LEEP AP BD+C

Agreed to by:

Dr. Scott Muri
Ector County Independent School District
Superintendent

March 26, 2024
Date

Cc: Mackenzie Rufrano, PBK

Effective January 1, 2022 (Public)

HOURLY BILLING RATES

Architecture	
Partner	$350.00
Principal	$305.00
Associate Principal	$270.00
Project Manager/Associate	$245.00
Architect	$225.00
Intern	$135.00
Field	$125.00
Office	$95.00
MEP	
Engineer Partner	$350.00
Engineer Principal	$305.00
Engineer Director	$270.00
Electrical Engineer	$245.00
Electrical Designer	$220.00
Electrical Draftsman	$160.00
Mechanical Engineer	$245.00
Mechanical Designer	$215.00
Mechanical Draftsman	$160.00
Plumbing Engineer	$235.00
Plumbing Designer	$215.00
Plumbing Draftsman	$160.00
IT Director	$305.00
IT Engineer	$245.00
IT Designer	$215.00
IT Draftsman	$145.00
Office	$95.00
Civil	
Civil Partner	$350.00
Civil Principal	$305.00
Civil Director	$265.00
Civil Engineer	$240.00
Civil Designer	$215.00
Civil Draftsman	$135.00
Office	$ 95.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581	CONTACT NAME: PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933 E-MAIL ADDRESS:
INSURED PBK Architects, Inc. 11 Greenway Plaza, Suite 2210 Houston, TX 77406-1104 PBKARCH-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : LM Insurance Corporation — 33600 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1040722694** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER			TB5-Z91-472898-023	4/25/2023	4/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AS7-Z91-472898-033	4/25/2023	4/25/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TH7-Z91-472898-063	4/25/2023	4/25/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC5-Z91-472898-013	4/25/2023	4/25/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Form			AEH591912035	8/1/2023	8/1/2024	Each Claim Aggregate	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 19th 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

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:

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

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.

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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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, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ 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 C

§ 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

Item	Price	Conditions for Acceptance
N/A		

(Table deleted)
(Paragraphs deleted)

§ 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)

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.

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

June 1st, 2025

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

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Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the owner issued OCIP manual.

§ 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 diligently prosecute and 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.

[X] By the following date: January 15th, 2027

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.

§ 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

§ 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 6.1.11 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:

Document	Title	Date	Pages

(Table deleted)
(Paragraph deleted)

§ 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

§ 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

Init. /

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Other identifying information:

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

Item	Price
CM Contingency	$1,185,000.00
Owner Contingency	$1,600,000.00
Architecturally Exposed Framing	$25,000.00
Column Covers	$56,000.00
Security & Safety Films	$30,000.00
Commercial Laundry Equipment	$40,000.00
Food Service Equipment	$5,991,800.00
Welding Gas Piping	$450,000.00
Site Furnishings	$35,000.00

§ 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 GMP Summary Exhibit C

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Dr. Keeley Boyer – Ector County ISD Superintendent)	*(Daniel Horton - President)*

(Row deleted)

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

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 16:21:27 ET on 05/19/2025.

PAGE 1

This Amendment dated the 19th 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")

...

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

...

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

...

(Name, legal status, and address)

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

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:

PAGE 2

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~~ Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article ~~6~~ 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

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User Notes: (1783836737)

§ 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.

...

See GMP Summary Exhibit C

...

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

Item	Price	Conditions for Acceptance
N/A		

~~§ 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~~

...

[X] Established as follows:

...

June 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.~~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 owner issued OCIP manual.
PAGE 3

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

...

[X] By the following date: January 15th, 2027

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.

...

§ 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~~ 6.1.11 of the Agreement.

...

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User Notes:
(1783836737)

Document	Title	Date	Pages

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

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

...

See Attached Exhibit B

...

See Attached Exhibit A
PAGE 4

Other identifying information:

~~§ A.3.1.4 The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

~~Title~~	~~Date~~	~~Pages~~

~~Other identifying information:~~

...

CM Contingency	$1,185,000.00
Owner Contingency	$1,600,000.00
Architecturally Exposed Framing	$25,000.00
Column Covers	$56,000.00
Security & Safety Films	$30,000.00
Commercial Laundry Equipment	$40,000.00
Food Service Equipment	$5,991,800.00
Welding Gas Piping	$450,000.00
Site Furnishings	$35,000.00

...

See Attached Assumptions and Clarifications Exhibit D

...

N/A

...

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User Notes: (1783836737)

See GMP Summary Exhibit C

...

(Dr. Keeley Boyer – Ector County ISD Superintendent)	*(Daniel Horton / President)*
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

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User Notes: (1783836737)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, ~~Chad Henthorn,~~ 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 16:21:27 ET on 05/19/2025 under Order No. 3104239132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

President

(Title)

5/22/25

(Dated)

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User Notes: (1783836737)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
ECISD CTE Facility
2355 E Murphy St.
Odessa, TX 79761

CONTRACT INFORMATION:
Contract For: General Construction

Date: June 18, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: March 3rd, 2026

OWNER: *(Name and address)*
Ector County ISD
802 N. Sam Houston
Odessa, TX 79761

ARCHITECT: *(Name and address)*
PBK Architects
6300 Bridge Point Parkway
Building I-350
Austin, TX 7830

CONTRACTOR: *(Name and address)*
Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Alternate #3: PEMB Building Parapets & Mod Bit Roofing = $1,266,216.00
Alternate #4: HVAC Deductions = -$5,161,245.00
Alternate #5: Food Service Alternate Per Addendum = -$1,119,887.00
Alternate #7: Change Walls to Light Gauge ILO CMU = -$318,117.00
Alternate #8: Sub Bonding = $475,014.00

The original Guaranteed Maximum Price was	$	86,591,081.00
The net change by previously authorized Change Orders	$	0.00
The Guaranteed Maximum Price prior to this Change Order was	$	86,591,081.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	$	4,858,019.00
The new Guaranteed Maximum Price including this Change Order will be	$	81,733,062.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects	Teinert Construction	Ector County ISD
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Digitally signed by James Fauver Date: 2026.03.27 12:01:54-05'00'		
SIGNATURE	**SIGNATURE**	**SIGNATURE**
James Fauver, Managing Principal	JACOB KIRKLAND, COO	Kinley Boyer, Superintendent
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
03/27/2026	3/27/26	4/1/26
DATE	**DATE**	**DATE**

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AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
ECISD CTE Facility
2355 E Murphy St.
Odessa, TX 79761

CONTRACT INFORMATION:
Contract For: General Construction

Date: June 18, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: March 3rd, 2026

OWNER: *(Name and address)*
Ector County ISD
802 N. Sam Houston
Odessa, TX 79761

ARCHITECT: *(Name and address)*
PBK Architects
6300 Bridge Point Parkway
Building I-350
Austin, TX 78730

CONTRACTOR: *(Name and address)*
Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
ASI 001 - CCR 002R1: $883,167.00

The original Contract Sum was	$	86,591,081.00
The net change by previously authorized Change Orders	$	-4,858,019.00
The Contract Sum prior to this Change Order was	$	81,733,062.00
The Contract Sum will be increased by this Change Order in the amount of	$	883,167.00
The new Contract Sum including this Change Order will be	$	82,616,229.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects	Teinert Construction	Ector County ISD
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
James Fauver Digitally signed by James Fauver Date: 2026.03.27 12:02:27-05'00'		
SIGNATURE	**SIGNATURE**	**SIGNATURE**
James Fauver, Managing Principal	JACOB KIRKLAND, COO	Kayley Boyer, Superintendent
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
03/27/2026	3/27/26	4/1/26
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA49)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
ECISD CTE Facility

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 3rd, 2026

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: March 3rd, 2026

OWNER: *(Name and address)*
Ector County ISD

ARCHITECT: *(Name and address)*
PBK Architects

CONTRACTOR: *(Name and address)*
Teinert Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
ASI 002 - CCR 003R1 - CCD 001: $1,896,205.00

The original Contract Sum was	$	86,591,081.00
The net change by previously authorized Change Orders	$	-3,974,852.00
The Contract Sum prior to this Change Order was	$	82,616,229.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,896,205.00
The new Contract Sum including this Change Order will be	$	84,512,434.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects	Teinert Construction	Ector County ISD
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
James Fauver Digitally signed by James Fauver Date: 2026.03.11 14:42:23-05'00'		
SIGNATURE	**SIGNATURE**	**SIGNATURE**
James Fauver	Daniel Horton, President	Kayley Boyer
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
03•11•2026	3/6/26	5/5/26
DATE	**DATE**	**DATE**

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(3B9ADA45)

Outlook

[External] Re: ECISD CO #03 - CCR 003R1_CCD 001_ASI 002 Changes.pdf

From Efrain Adam Vasquez <Efrain.Vasquez@cumming-group.com>
Date Tue 5/5/2026 9:43 AM
To Anthony Sorola <Anthony.Sorola@ectorcountyisd.org>; Exalander Magallan <Exalander.Magallan@ectorcountyisd.org>; Stacey Nunez <Stacey.Nunez@ectorcountyisd.org>; Randy Nguyen <Randy.Nguyen@ectorcountyisd.org>; Bethany Ibarra <Bethany.Ibarra@ectorcountyisd.org>
Cc Todd Cason <todd.cason@gallaghertx.com>

1 attachment (1 MB)
ECISD CO #03 - CCR 003R1_CCD 001_ASI 002 Changes DH JF.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dr. Sorola,

- Please see the bullet points below summarizing the Change Order #3 that Teinert is billing for CTE pay app #10.

  - This Change Order is associated with **Architect's Supplemental Instruction (ASI) 002 Changes** and is being processed under **Change Order (CO) #03 – Contract Change Request (CCR) 003R1 / Construction Change Directive (CCD) 001**.
  - The scope includes various trade modifications required to implement revisions to the **Mechanical, Electrical, and Plumbing (MEP)** systems.
  - This Change Order also incorporates the **Construction Change Directive (CCD)**, authorizing Teinert to release mechanical equipment for production and proceed with electrical material procurement.
  - The **Construction Change Directive (CCD)** further authorizes Teinert to proceed with the required work associated with these revisions to maintain project progress.

Let me know if further information is needed sir.

Thank you,
EV

EFRAIN ADAM VASQUEZ
Project Manager

CUMMING GROUP
GALLAGHER

M (908) 666-9985

cg-gallagher.com

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From: Efrain Adam Vasquez <Efrain.Vasquez@cumming-group.com>
Sent: Wednesday, April 29, 2026 4:13 PM
To: Anthony Sorola <anthony.sorola@ectorcountyisd.org>; Exalander Magallan <exalander.magallan@ectorcountyisd.org>; Stacey Nunez <Stacey.nunez@ectorcountyisd.org>; randy.nguyen <randy.nguyen@ectorcountyisd.org>
Cc: Todd Cason <Todd.Cason@gallaghertx.com>
Subject: ECISD CO #03 - CCR 003R1_CCD 001_ASI 002 Changes.pdf

Dr. Sorola,

As discussed in the CTE OAC this morning, attached is the ECISD CO #03 for your review and signature.

Let me know if you have any questions.

Thanks,
EV

Efrain Adam Vasquez
Project Manager

CUMMING GROUP

M (908) 666-9985

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AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Ector County CTE 2355 Martin Luther King, Jr. St, Odessa, TX 79761	Contract For: CCR 003R1 Date: 01-22-2026	Directive Number: 001 Date: 01-26-2026
OWNER: *(name and address)* Ector County ISD 802 N. Sam Houston Ave. Odessa, TX 79761	**ARCHITECT:** *(name and address)* PBK 6300 Bridge Point Parkway, Building 1-350 Austin, TX 78730	**CONTRACTOR:** *(name and address)* Teinert Construction PO Box 5327 Lubbock, TX 79408

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

CCR 003R1 – Pricing for ASI 002 Option #2 Mechanical, Electrical, and Plumbing scope of work.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows:
     The General Contractor has provided the following itemized estimate of costs for ASI 002 Option #2 which the Owner and Architect have not yet agreed upon but established a maximum expenditure for MEP scope of work for this CCD:
     Plumbing & Mechanical.....$1,461,191.00
     Electrical.....$435,014.00
2. The Contract Time will be increased by (the number of days determined and approved following the final acceptance of all price changes and scope confirmation) days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.	Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

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User Notes: (697291837d255a8916e96c9a)

Digitally signed by James Fauver
Date: 2026.01.28 15:49:35-06'00'

ARCHITECT *(Signature)*

BY: James Fauver, Principal 17505

(Printed name, title, and license number if required)

01/28/2026

Date

OWNER *(Signature)*

BY: Christopher Bartlett, Director of Construction

(Printed name and title)

Date

CONTRACTOR *(Signature)*

BY: ~~Beau Howard, Senior Project Manager~~ David Horton, President

(Printed name and title)

2/4/26

Date

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User Notes:

(697291837d255a8916e96c9a)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
ECISD ATLAS CTE Facility
2355 Martin Luther King Jr. St.
Odessa, TX 76761

CONTRACT INFORMATION:
Contract For: General Construction

Date: June 18, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 004

Date: June 5th, 2026

OWNER: *(Name and address)*
Ector County ISD
802 N. Sam Houston
Odessa, TX 79761

ARCHITECT: *(Name and address)*
PBK Architect
11 Greenway Plaza 22nd Floor
Houston, TX 77046

CONTRACTOR: *(Name and address)*
Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
CCR 014 - Remaining ASI 002 Items / Remaining VE Items / Time Extension & General Conditions

The original Contract Sum was	$	86,591,081.00
The net change by previously authorized Change Orders	$	-2,078,647.00
The Contract Sum prior to this Change Order was	$	84,512,434.00
The Contract Sum will be increased by this Change Order in the amount of	$	638,095.00
The new Contract Sum including this Change Order will be	$	85,150,529.00

The Contract Time will be increased by Seventy Nine (79) days.
The new date of Substantial Completion will be June 28th, 2027

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
PBK Architects *(Firm name)*	Teinert Construction *(Firm name)*	Ector County ISD *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
TRENTON STEVENS, PROJECT MANAGER	Daniel Horton, President	Kayla Boyer, Superintendent
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
06/18/2026	6/18/26	6/23/26
DATE	DATE	DATE

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User Notes:
(3B9ADA45)

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES OVER $100,000**

DATE: August 18, 2026

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 $100,000

ECISD
Request for Purchases Over $100,000
August 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1R	Communities in Schools Permian Basin	$ 420,000	General Fund 199	Taylor Roy Guidance, Counseling, and Wellness	INTERLOCAL AGREEMENT	On-Campus Support for At-Risk Students	CIS places full-time site coordinators on campuses to assess individual student needs and provide tailored case management, academic interventions, social-emotional supports, and family engagement.	FY 2026-2027
2R	Emergent Tree Education	$ 211,260	Federal Fund 224; General Fund 199	Melisa Valenzuela Special Services	Piggyback Richardson ISD RFP 22-184 Expires August 31, 2027	Behavioral Framework Tier 1	Tier 1 Behavior Support Framework, provides a proven, step-by-step system that creates a positive school culture and ensures every student is on track to succeed.	FY 2026-2027

Renewal- Communities In Schools On-Campus Support for At-Risk Students

- **Purpose:** To continue providing targeted, evidence-based student support services through Communities In Schools (CIS) to improve student achievement, reduce dropout rates, and increase on-time graduation for at-risk youth. CIS works directly inside schools to identify and address barriers to learning by connecting students and families with critical resources and wraparound supports. Services will be delivered in coordination with campus staff and aligned with ECISD's strategic priorities and TEA guidelines. This is for fiscal year 2026-2027.

- **Background Info:** ECISD is requesting to renew its partnership with Communities In Schools (CIS) Permian Basin to support students at high-need campuses through integrated student support services. CIS places full-time site coordinators on campuses to assess individual student needs and provide tailored case management, academic interventions, social-emotional supports, and family engagement. This renewal request aligns with the district's ongoing commitment to reducing dropout risk, supporting whole-child development, and addressing barriers such as chronic absenteeism, behavioral challenges, and unmet basic needs. CIS offers consistent, school-based interventions that are both proactive and responsive to student needs. The CIS model is grounded in national research and has demonstrated success in increasing school attendance, improving behavior, and promoting academic performance for students facing adversity.

- **Premium Renewal Cost:** $420,000

- **Funding Source:** State Compensatory Education

- **Recommended Supplier/Service Provider:** Communities in Schools Permian Basin

Board Approval _____ **Date** _____

Melisa Valenzuela
Executive Director of Special Services
Ector County ISD
432-456-8711
Fax: 432-456-8718

Piggyback Richardson ISD RFP 22-184 Miscellaneous Consultant Services

Purpose:
Emergent Tree Education (ETE) partners with school districts to create aligned systems that teach behavior skills and proactively address behavior challenges. Through a combination of onsite training, coaching, and software tools, ETE empowers educators to shift from traditional behavior management to effective behavioral instruction.

Background information:
ETE's Tier 1 tools and services support district leaders, instructional coaches, campus administrators, behavior specialists, and teachers in building clear, consistent, and effective classroom and schoolwide management systems. The result is improved behavioral outcomes, stronger school cultures, and greater student success across the district.

Cost: $211,620

Funding Source: 224 - Federal Fund; 199 General Fund

Recommended Supplier/Service Provider: Emergent Tree Education, Inc.

Board Approval **Date**

educate connect inspire succeed dream
Ector County Independent School District | Phone: (432) 456-0000 | P.O. Box 3912, Odessa, Texas 79760 | www.ectorcountyisd.org

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2026-2027 BUDGET AMENDMENT # 1**

DATE: August 18, 2026

A summary of the recommended Budget Amendment # 1 for the 2026-2027 budget will be provided under separate cover.

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

****

Administrative Recommendation:

Approval of 2026-2027 Budget Amendment # 1.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET - FUNCTION AND OBJECT
GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS
FOR THE PERIOD JULY 1, 2026 THRU JUNE 30, 2027
FISCAL YEAR 2026-2027

		GENERAL FUND			SCHOOL NUTRITION FUND			DEBT SERVICE FUND		
		ORIGINAL BUDGET 7/1/2026	Additions (Deductions) #1	AMENDED BUDGET 08/31/2026	ORIGINAL BUDGET 7/1/2026	Additions (Deductions) #1	AMENDED BUDGET 8/31/2026	ORIGINAL BUDGET 7/1/2026	Additions (Deductions) #1	AMENDED BUDGET 8/31/2026
REVENUES										
5700	Local and Intermediate	$ 144,090,241	$ 1,131,189	$ 145,221,430	$ 1,205,650	$ -	$ 1,205,650	$ 46,607,801	$ -	$ 46,607,801
5800	State	207,799,928	-	207,799,928	433,160	-	433,160	2,332,247	-	2,332,247
5900	Federal	2,375,000	-	2,375,000	19,057,977	-	19,057,977	-	-	-
	Total - All Revenues	$ 354,265,169	$ 1,131,189	$ 355,396,358	$ 20,696,787	$ -	$ 20,696,787	$ 48,940,048	$ -	$ 48,940,048
APPROPRIATIONS by FUNCTION										
11	Instruction	$ 205,583,941	$ 1,142,379	$ 206,726,320	$ -	$ -	$ -	$ -	$ -	$ -
12	Instructional Resources and Media Services	1,778,096	-	1,778,096	-	-	-	-	-	-
13	Curriculum and Staff Development	7,901,139	-	7,901,139	-	-	-	-	-	-
21	Instructional Leadership	5,020,187	-	5,020,187	-	-	-	-	-	-
23	School Leadership	22,465,415	-	22,465,415	-	-	-	-	-	-
31	Guidance, Counseling and Evaluation Services	17,580,321	10,000	17,590,321	-	-	-	-	-	-
32	Social Work Services	1,582,729	-	1,582,729	-	-	-	-	-	-
33	Health Services	3,428,923	-	3,428,923	-	-	-	-	-	-
34	Student Transportation	8,949,836	908,824	9,858,660	-	-	-	-	-	-
35	Food Services	-	-	-	20,721,787	942,499	21,664,286	-	-	234 -
36	Co/Extra Curricular Activities	8,290,717	245,724	8,536,441	-	-	-	-	-	-
41	General Administration	8,625,724	-	8,625,724	-	-	-	-	-	-
51	Plant Maintenance and Operations	34,796,030	2,598,333	37,394,363	-	-	-	-	-	-
52	Security and Monitoring Services	6,827,921	-	6,827,921	-	-	-	-	-	-
53	Data Processing Services	16,068,696	3,410,329	19,479,025	-	-	-	-	-	-
61	Community Services	5,031,036	-	5,031,036	-	-	-	-	-	-
71	Debt Services	1,371,000	-	1,371,000	-	-	-	48,940,048	-	48,940,048
81	Facilities Acquisition and Construction	1,180,000	1,107,060	2,287,060	-	-	-	-	-	-
99	Intergovernmental Charges	1,950,000	-	1,950,000	-	-	-	-	-	-
	Total - All Appropriations	$ 358,431,711	$ 9,422,649	$ 367,854,360	$ 20,721,787	$ 942,499	$ 21,664,286	$ 48,940,048	$ -	$ 48,940,048
OTHER FINANCING SOURCES/(USES)										
7000	Other Financing Sources	$ 150,000	$ -	$ 150,000	$ 25,000	$ -	$ 25,000	$ -	$ -	$ -
8000	Other Financing (Uses)	(525,000)	-	(525,000)	-	-	-	-	-	-
	Total Other Financing Sources (Uses)	$ (375,000)	$ -	$ (375,000)	$ 25,000	$ -	$ 25,000	$ -	$ -	$ -
	Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	$ (4,541,542)	$ (8,291,460)	$ (12,833,002)	$ -	$ (942,499)	$ (942,499)	$ -	$ -	$ -
	Fund Balance Beginning July 1 (Estimated)	$ 111,437,330	$	$ 111,437,330	$ 11,590,260	$	$ 11,590,260	$ 49,739,943	$	$ 49,739,943
3000	Fund Balance Ending June 30 (Estimated)	$ 106,895,788	$ (8,291,460)	$ 98,604,328	$ 11,590,260	$ (942,499)	$ 10,647,761	$ 49,739,943	$ -	$ 49,739,943
APPROPRIATIONS by OBJECT										
6100	Payroll Costs	$ 284,005,072	$ (155,370)	$ 283,849,702	$ 7,673,876	$ -	$ 7,673,876	$ -	$ -	$ -
6200	Purchased/Contracted Services	33,084,106	3,996,021	37,080,127	287,000	-	287,000	-	-	-
6300	Supplies and Materials	18,630,290	257,694	18,887,984	12,666,411	-	12,666,411	-	-	-
6400	Other Operating Expenses	11,399,774	13,011	11,412,785	74,500	-	74,500	-	-	-
6500	Debt Service	1,371,000	-	1,371,000	-	-	-	48,940,048	-	48,940,048
6600	Capital Outlay	9,941,469	5,311,293	15,252,762	20,000	942,499	962,499	-	-	-
	Total - All Appropriations	$ 358,431,711	$ 9,422,649	$ 367,854,360	$ 20,721,787	$ 942,499	$ 21,664,286	$ 48,940,048	$ -	$ 48,940,048

Ector County ISD
Finance Department
Budget Amendment #1
Requests to be Appropriated
Fiscal Year 2026-2027

Description		Amount
GENERAL FUND		
The following will result in a decrease to fund balance.		
Rollover Funds:		
HVAC equipment and controls, RTUs, Permian High School signage	$	1,107,060
Erate projects		3,410,329
Softball awning, facilities assessment, Ratliff audio, campus maintenance, and vehicles		2,598,333
Buses		908,824
Uniforms: Mariachi, Wilson & Young		245,724
Odessa High School band stands		11,190
Rescoring		10,000
	$	**8,291,460**
The following will result in no change to fund balance.		
Phillips 66 donation	$	(972,000)
ST Math software license		972,000
Education Foundation donation		(87,556)
Library refresh - furniture for Murry Fly library		87,556
Permian Basin Workforce Development Board donation		(32,050)
Awards to staff for dedication to child care		32,050
Education Foundation donation		(25,000)
Library refresh - paint library at Murry Fly		25,000
Education Foundation donation		(14,583)
Library refresh - carpet for Murry Fly library		14,583
	$	**-**
The following will result in an increase to fund balance.		
None	$	-
	$	-
Net effect to fund balance	**$**	**(8,291,460)**

SCHOOL NUTRITION FUNDS

The following will result in a decrease to fund balance.

Rollover funds:

Security cameras	$	802,000
Generators		140,499
	$	**942,499**

The following will result in no change to fund balance.

None	$	-
	$	**-**

The following will result in an increase to fund balance.

None	$	-
	$	-

Net effect to fund balance	**$**	**(942,499)**

DEBT SERVICE FUND

The following will result in a decrease to fund balance.

None	$	-
	$	**-**

The following will result in no change to fund balance.

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: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO SELL PROPERTY FOR LESS THAN MARKET VALUE**

DATE: August 18, 2026

Attached please find a request for the ECISD board of trustees to approve the sale of a property for less than market value. Taxes on this property have been delinquent since 2015.

Location:	2573 West Bell Street, Odessa, TX
Prior taxes and penalties owed but unpaid:	$48,919.24
Amounts to be received from sale:	$ 4,125.87

****

Administrative Recommendation:

Approval to sell property for less than market value.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1301 EAST 8TH STREET, SUITE 200
ODESSA, TEXAS 79761-4703

432/332-9047
FAX: 432/333-7012

Mark A. Flowers

May 29, 2026

Albessa Chavez
Chief Financial Officer
Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

RE: REQUEST FOR A DECISION FROM THE BOARD OF TRUSTEES OF ECISD TO SELL PROPERTY FOR LESS THAN MARKET VALUE SPECIFIED IN THE JUDGMENT OF FORECLOSURE AND ALSO LESS THAN THE TOTAL AMOUNT OF JUDGMENTS AGAINST THE PROPERTY

Dear Ms. Chavez:

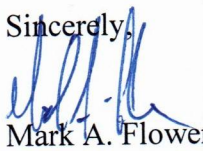
Please place on the agenda of the next board meeting of the Board of Trustees of Ector County Independent School District a request to sell property located is described as the East 142.35 feet of Lot 1, Block 6, Southwest Industrial Sites Subdivision, Ector County, Texas for $7,500.00, which is less than the market value specified in the judgment of foreclosure against the property and is also less than the total amount of the judgment against the property.

Pursuant to the inter-local agreement, which was set up to sell these properties, Trower Realtors has obtained a contract on the property and the buyer, Ismael "Mike" Salinas. The property is located at 2573 West Bell and had an appraised value of $189,929 as of 2015 with a minimum bid of $143,108.48 when the property was struck off to Ector County, Trustee, for the use and benefit of itself, Ector County Independent School District, Odessa Junior College District and Ector County Hospital District in 2015. However the original property owner overbuilt the property lines (see attachment) so that the property has not resold and has since burned and been vandalized which has lowered the appraised value to $55,871 as of 2026. This offer is from the original property owner's nephew who owns the adjoining property onto which this property was overbuilt. I have attached an exhibit indicating what each jurisdiction will receive after all costs are paid.

I request that this be placed on the agenda to obtain a decision from the Board of Trustees on whether to sell the above described property for less than the market value and the total judgment amount taken against the property by the taxing entities.

If you have any questions, please do not hesitate to call me at 432-231-1150.

Sincerely,



Mark A. Flowers
Attorney

Meeting Date:_____
_____Approved OR _____Not Approved

Tax Resale Distribution Sheet

Address: 2573 West Bell Street, Odessa, Texas
Cause #: CC2-10,514-T; Ector CAD vs. Georgia Salinas
Legal Description: The East 142.35 feet of Lot 1, Block 6, Southwest Industrial Sites Subdivision
Acct #29550.00580.00000

	Taxes Owed	Percentage	$ to be Received
SCHOOL	$48,919.24	0.629999816	$4,125.87
COLLEGE	$8,541.46	0.110000037	$720.39
CED	$0.00	0	$0.00
ODESSA	$0.00	0	$0.00
HOSPITAL	$3,105.99	0.040000072	$261.96
COUNTY	$17,082.92	0.220000075	$1,440.78
UTILITY	$0.00	0	$0.00

BID PRICE:	$7,500.00
REALTOR'S FEE:	$450.00
CLOSING:	$0.00
COURT COSTS:	$326.00
SHERIFF'S FEE:	$0.00
COSTS:	$175.00
	$6,549.00

DEED TRANSFERRING TITLE INTO ECTOR CO., TRUSTEE — RECORDED ON: 6-Oct-15

Trower Realtors, Inc.

Residential / Commercial / Property Management

1412 E. 8th
Odessa, Texas 79761

Phone (432) 333-3211
Fax (432) 333-4329

March 12, 2026

RE: Suit #CC2-10,514-T; Ector County Appraisal District, et al vs Georgia Salinas

The East 142.35 feet of Lot 1, Block 6, Southwest Industrial Sites Subdivision, Ector County, Texas

Ector County Taxing Entities
Odessa, Texas

Gentlemen:

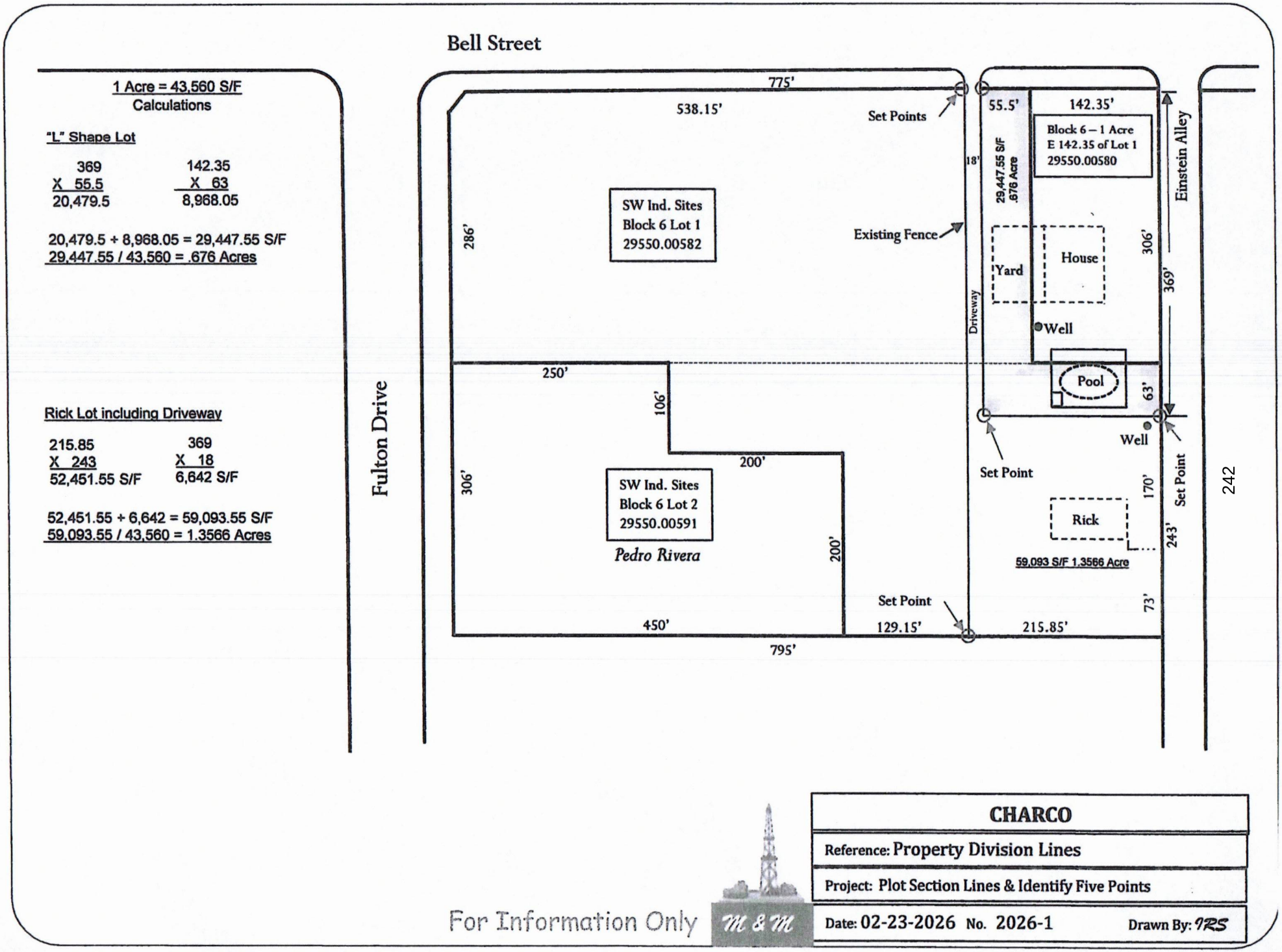
This offer is for a residence located on the East 142.35 feet of Lot 1, Block 6, Southwest Industrial Sites Subdivision, at 2573 W Bell Street, in a residential neighborhood outside the city limits.

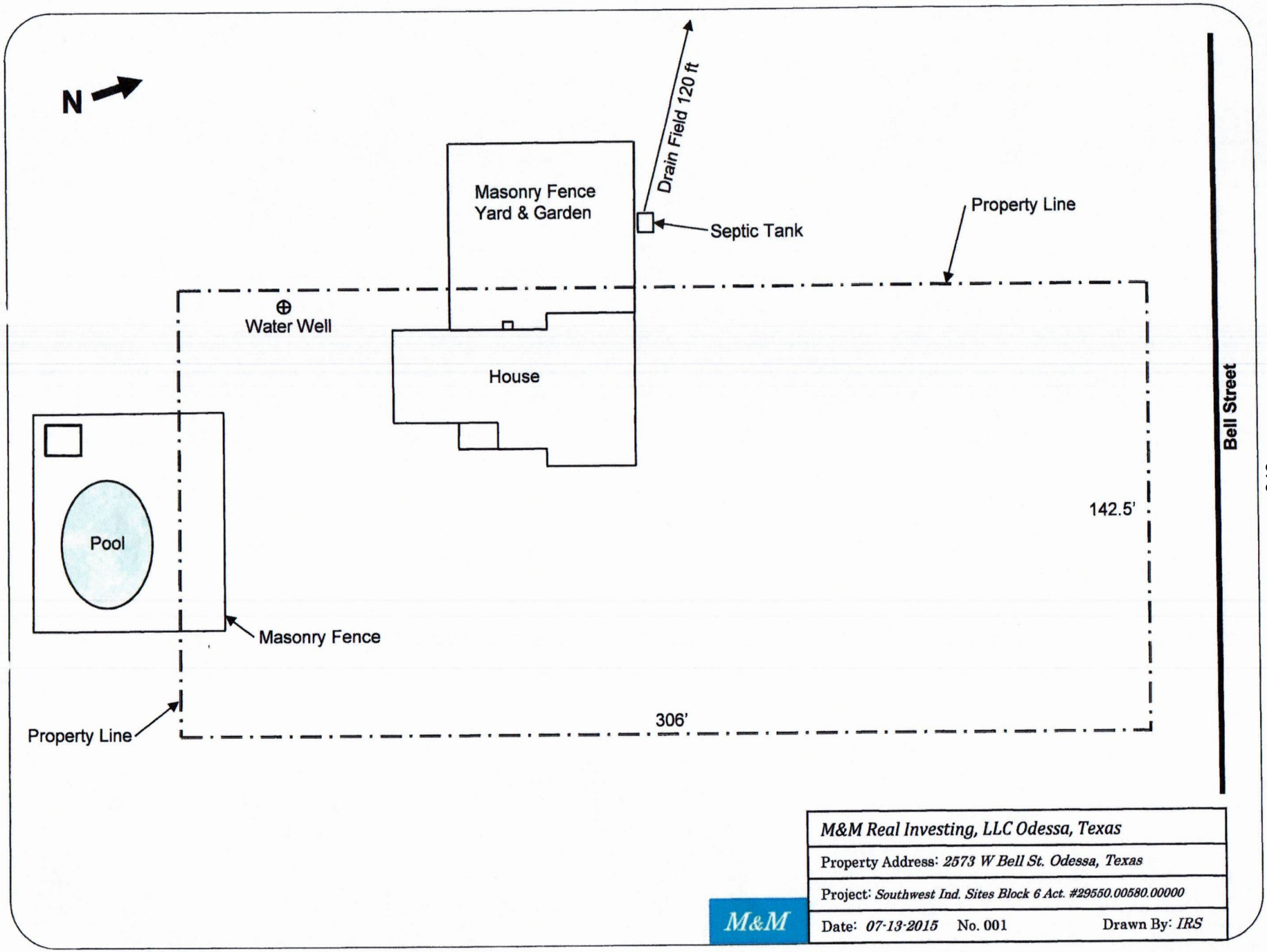
The listing price was $143,108.48 and a 2015 tax appraisal value of $189,929.00 when the property was struck off to the entities in August, 2015. This contract is for $7,500.00 offered by the adjacent property owner, Mike Salinas. I am not able to list this property because the original owner overbuilt the property lines onto the adjoining property owned by Mike Salinas, who is the nephew and the person making this offer.

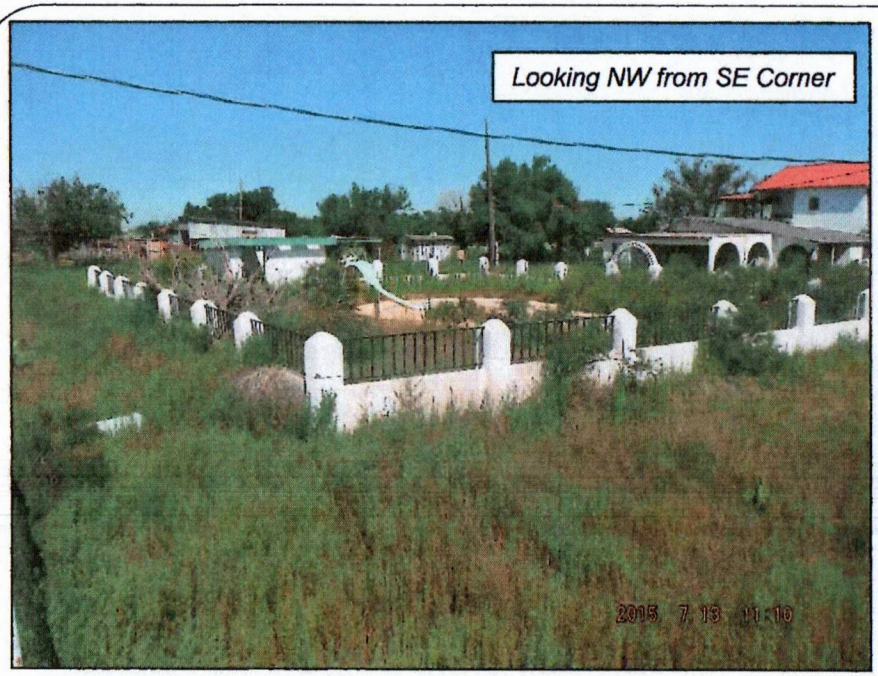
I recommend that we accept this offer.

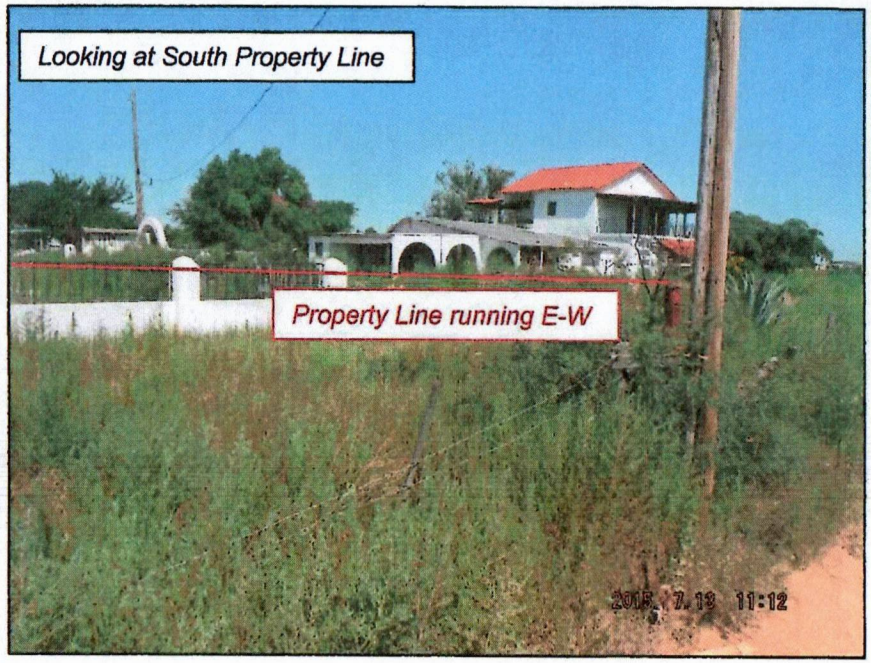
Sincerely,

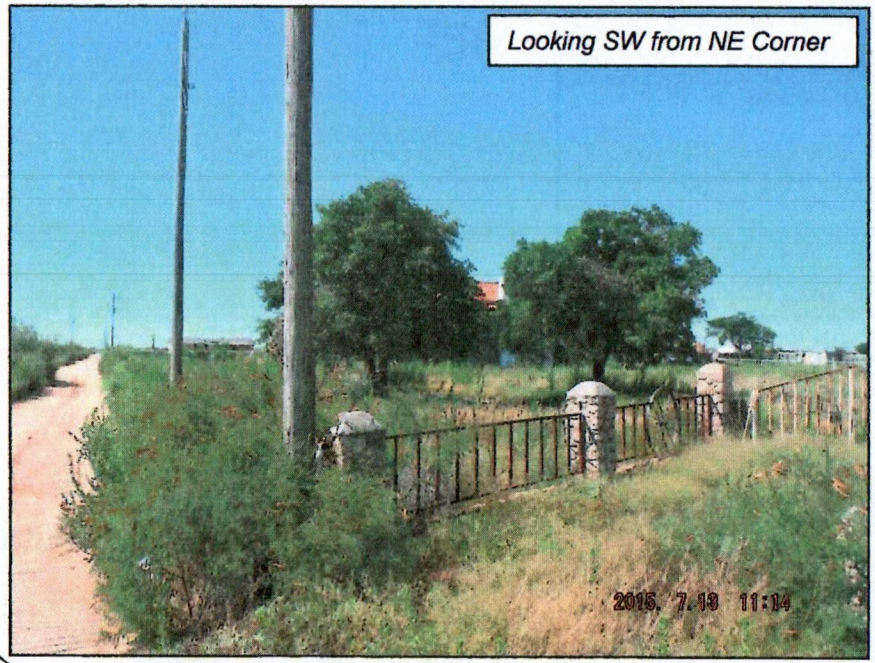
Shawn Crouch
Trower Realtors, Inc.


1 Acre = 43,560 S/F
Calculations
"L" Shape Lot
369 X 55.5 = 20,479.5
142.35 X 63 = 8,968.05
20,479.5 + 8,968.05 = 29,447.55 S/F
29,447.55 / 43,560 = .676 Acres
Rick Lot including Driveway
215.85 X 243 = 52,451.55 S/F
369 X 18 = 6,642 S/F
52,451.55 + 6,642 = 59,093.55 S/F
59,093.55 / 43,560 = 1.3566 Acres
Bell Street
Fulton Drive
775'
538.15'
Set Points
55.5'
142.35'
Block 6 – 1 Acre
E 142.35 of Lot 1
29550.00580
18'
29,447.55 S/F
.676 Acre
Einstein Alley
SW Ind. Sites
Block 6 Lot 1
29550.00582
Existing Fence
286'
Yard
House
306'
369'
Driveway
Well
250'
106'
Pool
63'
Well
200'
Set Point
306'
SW Ind. Sites
Block 6 Lot 2
29550.00591
Pedro Rivera
170'
Set Point
Rick
243'
59,093 S/F 1.3566 Acre
200'
Set Point
73'
450'
129.15'
215.85'
795'
242
CHARCO
Reference: Property Division Lines
Project: Plot Section Lines & Identify Five Points
Date: 02-23-2026 No. 2026-1
Drawn By: IRS
For Information Only
M & M


N
Drain Field 120 ft
Masonry Fence
Yard & Garden
Septic Tank
Property Line
Water Well
House
Bell Street
Pool
142.5'
Masonry Fence
Property Line
306'
M&M Real Investing, LLC Odessa, Texas
Property Address: 2573 W Bell St. Odessa, Texas
Project: Southwest Ind. Sites Block 6 Act. #29550.00580.00000
M&M
Date: 07-13-2015 No. 001 Drawn By: IRS



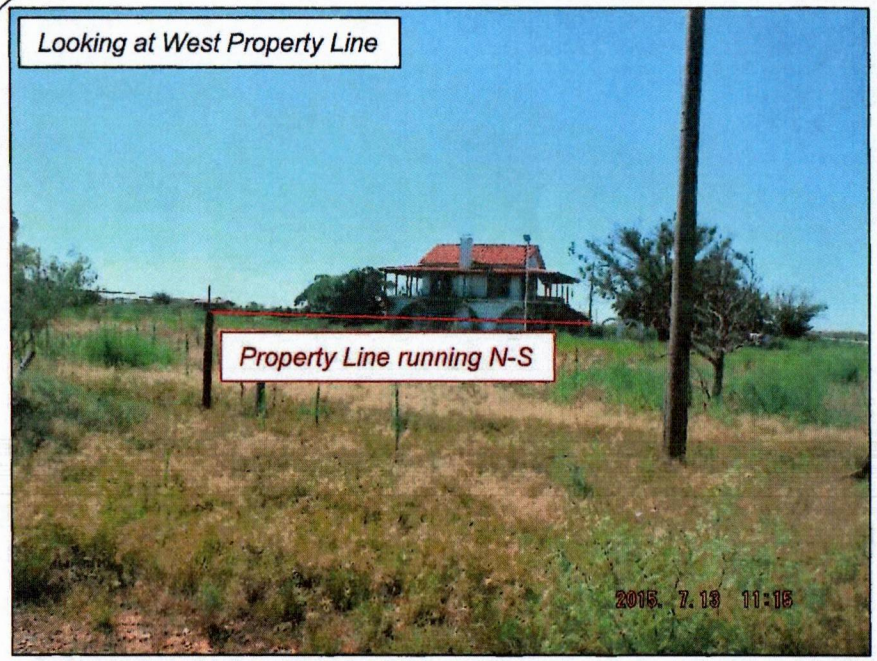


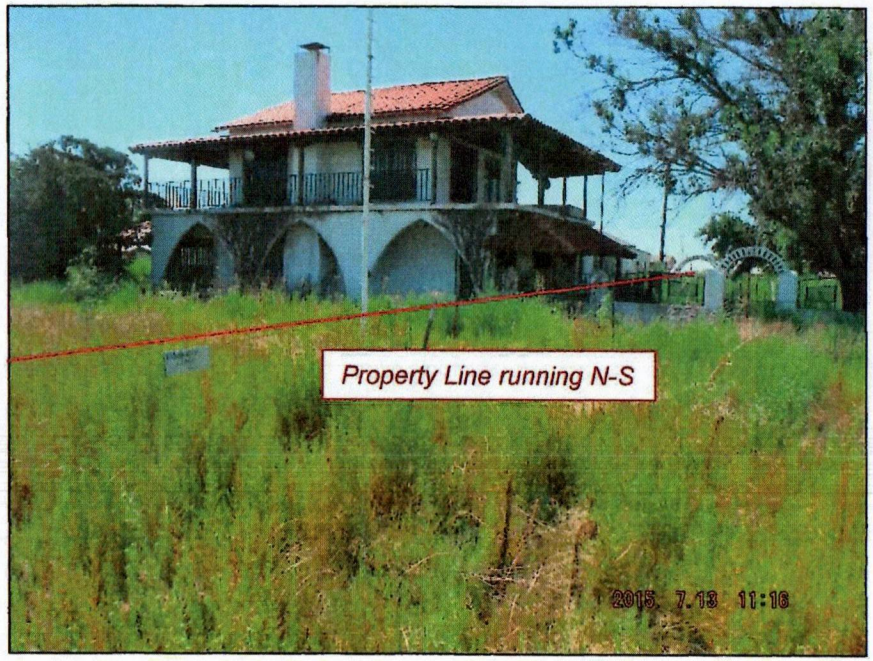


Notes:
The swimming pool is located on the neighbor's property

M&M Real Investing, LLC Odessa, Texas	
Property Address: *2573 W Bell St. Odessa, Texas*	
Project: *Southwest Ind. Sites Block 6 Act. #29550.00580.00000*	
Date: *07-13-2015*	No. 002 Drawn By: *IRS*

M&M





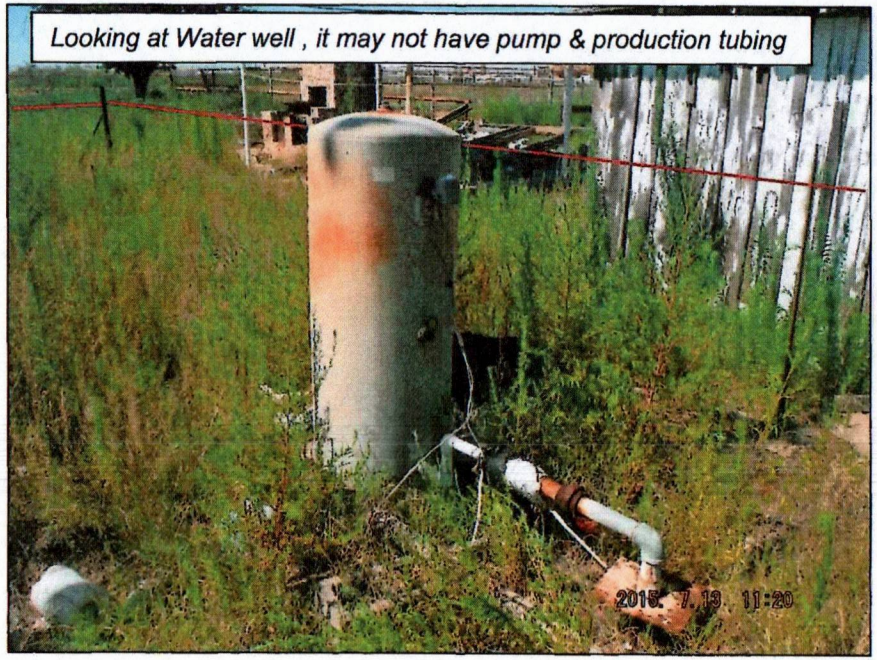


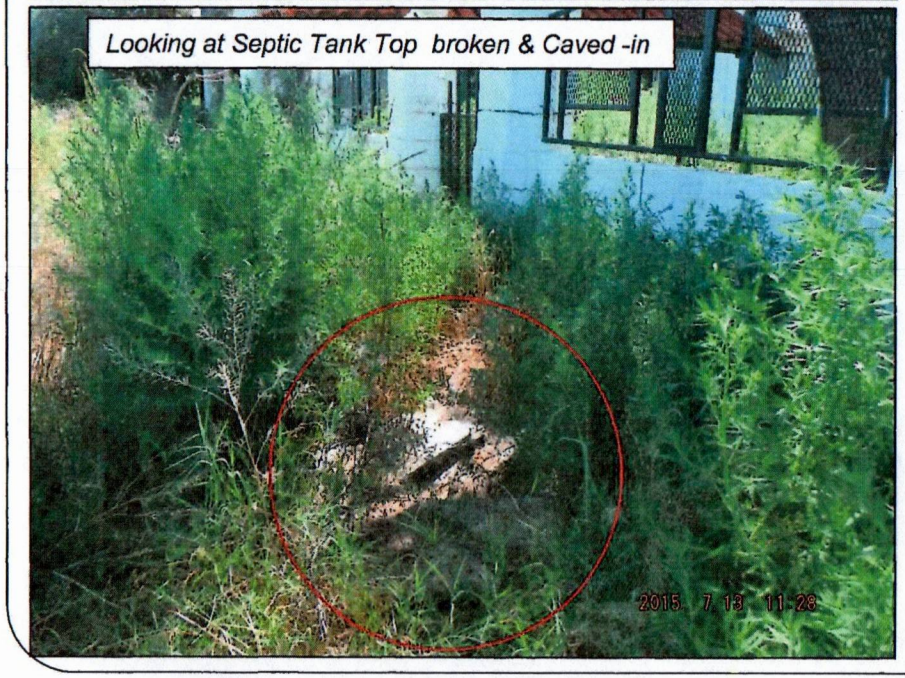
Notes:
The house Yard and Garden are 40 ft on to the neighbor's property.

M&M Real Investing, LLC Odessa, Texas
Property Address: *2573 W Bell St. Odessa, Texas*
Project: *Southwest Ind. Sites Block 6 Act. #29550.00580.00000*
Date: *07-13-2015* No. 003 Drawn By: *IRS*

M&M







Notes:
The Septic Tank and the Drainage Field are on the Neighbor's property.

M&M Real Investing, LLC Odessa, Texas	
Property Address: *2573 W Bell St. Odessa, Texas*	
Project: *Southwest Ind. Sites Block 6 Act. #29550.00580.00000*	
Date: *07-13-2015*	No. 004 Drawn By: *IRS*

M&M

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Jessica Redman, Chief Student and School Support Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF APPLICATION TO RENEW OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)**

DATE: August 18, 2026

This is an annual renewal of the Optional Flexible School Day Program application (OFSDP). The goal of the Optional Flexible School Day Program is to allow students an opportunity to have flexible hours in order to be successful and receive a high school diploma by offering courses needed for graduation while the district receives funding for students in attendance. The program has two main objectives. The first objective is to allow a student who has dropped out of school or is in danger of dropping out of school an option other than the regular classroom setting or school day. The second objective is to enable a student the opportunity to recover credits lost due to lack of attendance. The program will go into effect 30 days after the application is submitted.

****

Administrative Recommendation:

Request for approval of application to renew Optional Flexible School Day Program (OFSDP)

OFSDP Application Guide - 2026-2027

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

This application guide template is provided for planning purposes only. The final application must be submitted through the linked Smartsheet form available on the OFSDP website.

Definition of Program Provisions

The school district or open-enrollment charter school, hereinafter referred to as the "district."

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the Texas Education Code, (TEC), §29.0822, if the student is:

- at-risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Board Approval

The board of trustees of a school district or open enrollment charter school must include the OFSDP as an item on a regular agenda for a board meeting. The board of trustees of a school district or charter school must discuss the progress of the program before approving the program and applying to operate an OFSDP. Please note that, pursuant to 19 Texas Administrative Code (TAC) §129.1027, a progress report for OFSDP may be required to be included in subsequent annual applications starting the 2026-2027 school year.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) listed in the spreadsheet upload should be at least thirty (30) days after the application is submitted.
- Submit the application and all attachments through the OFSDP Smartsheet form posted on the OFSDP website.

OFSDP Application

This application guide template is provided for planning purposes only. The final application must be submitted through the linked Smartsheet form available on the OFSDP website.

School System Overview
School System Name: Ector County Independent School District
School System CDN (6-Digit): 068901
Mailing Address: 802 N Sam Houston
City: Odessa
State: Texas
Zip Code: 79761
Superintendent's Name: Dr. Keeley Boyer
Superintendent's Email Address: Keeley.Boyer@ectorcountyisd.org
School System Phone Number: 432-456-0000
District PEIMS Coordinator Name: Crystal Jack
Email Address: Crystal.Jack@ectorcountyisd.org
OFSDP Contact Name: Leticia Bernal
Email Address: Leticia.Bernal@ectorcountyisd.org
OFSDP Contact Name: Taylor Laing
Email Address: Taylor.Laing@ectorcountyisd.org

Attendance and Compliance Procedures of Proposed Program

1. What type of OFSDP program is the school system applying for? (Select all that apply)

☑ At-Risk Students – The student is at risk of dropping out of school, as defined by the TEC, §29.081.

☑ Minimum Attendance – Students that do not meet the attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled without retaking the class. Funding for attendance is limited to that which is necessary for the student to recover class credit.

☐ Early College High School – The student is attending a campus that has been designated by

the Texas Education Agency (TEA) as an Early College High School (ECHS), as defined by the TEC, §29.908, Pathways in Technology Early College High School (P-TECH), as defined by the TEC, §29.553, or Industry Cluster Innovative Academy (ICIA).

☐ Campus Turnaround Plan – The student is attending a campus implementing an approved innovative campus plan, as defined by TEC, §39A.107.

☑ Credit Recovery – Credit recovery classes may be offered during the summer recess for students who have not earned a full ADA during the regular school year. For an eligible OFSDP student attending summer OFSDP classes for credit recovery, funding for attendance is limited to that which is necessary for the student to recover class credit.

☐ Campus Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081 (e-1), in which courses are offered on-campus 100% of the time. To be eligible for this designation, the campus will be designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School. More information can be found on the Performance Reporting Division website.

☐ Remote/Hybrid Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081 (e-2). A dropout recovery program can be offered for students to work in a remote or hybrid setting, only if the campus is designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School and meets the requirements of TEC, §29.081 (e-2). More information can be found on the Performance Reporting Division website.

Please ensure that all questions below are addressed for each selected program type and for each campus listed in the OFSDP spreadsheet.

2. Describe the program goals and objectives. (The goals and objectives must align with the type of OFSDP program that is planned to be offered).

   The ECISD OFSDP is designed to increase high school completion by offering flexible instructional options for students who are at risk of dropping out or not graduating on time. The program aims to serve students identified as homeless, in foster care, pregnant or parenting, military-connected, overage/under-credited, or experiencing chronic absenteeism.

   Objectives include:
   - Improving graduation among at-risk student populations.
   - Increasing daily engagement through personalized and flexible scheduling
   - Enhancing college and career readiness via targeted support and acceleration opportunities.

3. Provide the proposed schedule offered to students participating in the OFSDP, specifying days of the week and times courses are available. If the program is proposed at more than one campus, include the full proposed schedule for each campus location.

   OFSDP schedules vary by site:

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Ector Acceleration Academies (EAA): In-person instruction is offered Monday-Friday, 9:00 AM-5:00 PM.

Students attend as needed per individualized plan. Ector Acceleration Academies also offers remote instruction that is accessible 24 hours a day, 7 days a week. Accommodations outside regular hours are arranged according to student needs.

Community Outreach Center (COC) Grad Lab: In-person instruction is offered Monday-Friday, 8:00 AM-5:00 PM. Students attend in-person in half-day shifts (morning or afternoon), on a flexible schedule. The Community Outreach Center Grad Lab also offers remote instruction that is accessible 24 hours a day, 7 days a week. Accommodations outside regular hours are arranged according to student needs.

4. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

- Director of Student Support Services and Director of Ector County Acceleration Academies
  - Responsibilities: Oversee program implementation at respective site, coordinate with staff and stakeholders, monitor progress.
  - Contact Hours: M-F 8:00-5:00
- School Administration
  - Responsibilities: Refer students to the OFSDP sites, review student records to confirm eligibility, monitor progress.
  - Contact Hours: M-F 8:00-5:00
- Classroom Teachers at each OFSDP site
  - Responsibilities: teaching assigned subjects, assessing student learning, monitoring progress and course completion, providing feedback, supporting all students (including those with disabilities), adapting the curriculum as needed, and collaborating with general education teachers.
  - Community Outreach Center Grad Lab Teacher: In addition to the responsibilities listed above, the Community Outreach Center Grad Lab Teacher also works with campus SPED/EB departments to ensure students are receiving all Special Education Services on their ARD and appropriate accommodations according to their LPAC.
  - Community Outreach Center Site Contact Hours: M-F 8:00-5:00
  - Ector Acceleration Academy Contact Hours: M-F 9:00-5:00
- Counselors
  - Responsibilities: Provide academic and emotional support, conduct assessments, guide students on future paths, review transcripts to ensure that the students are in the correct classes, monitor and confirm progress on graduation requirements.
  - Campus Based Counselors Contact Hours: M-F 8:00-5:00
- Support Staff
  - Positions:
    - Office Staff: Handle administrative tasks, enrollment, communication, and data entry.
    - Social Service Specialists: provide social service support for students when needed to ensure success in the program.
    - Graduate Candidate Advocates (Ector Acceleration Academy): meet with students day to

day to ensure progress, communicate with guardians, advocate for students

- IT Support: Manage technology resources, troubleshoot issues.
- SPED/EB Coordinator (Ector Acceleration Academy): Works with campus SPED/EB departments to ensure students are receiving all Special Education Services on their ARD and appropriate accommodations according to their LPAC. SPED/EB Coordinator is available at the Ector Acceleration Academy site only.
  - Contact Hours: M-F 9:00-5:00

5. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtains student and parental consent for OFSDP participation. (Student or parental consent is required in writing)

- Counselors, Administrators, and Drop Out Specialists identify eligible students based on the criteria listed below and submit a referral form to the OFSDP sites. Student eligibility considerations include students who are/have:
  - Over-age
  - At-Risk of dropping out
  - Attendance concerns
  - Scheduling barriers
  - Employment obligations that prevent them from attending school regularly
  - Parenting responsibilities
  - Credit deficiency

- Students who have dropped out, or are at risk of dropping out, receive phone calls, electronic messages, emails, and home visits to inform them of the OFSDP programs.
- Student eligibility and intent to participate are confirmed via an intake process and documented at each site.
- Parent/guardian and student sign a program consent and acknowledgment form during the intake process.

6. Indicate the estimated number of OFSDP students that will be served per teacher. (The student–teacher ratio for in-person dropout recovery programs must not exceed 28:1. For elementary grade levels, the ratio is limited to 22:1. Districts of Innovation campuses may be eligible for applicable exceptions.)

   Estimated 15–20 OFSDP students per teacher across sites. Adjustments are made based on student need and program capacity.

7. Describe the district's plan for serving students in the OFSDP should the need arise for special education, career and technical education (CTE), pregnancy-related services, and/or bilingual/ESL education. The response must include:
   - How services will be provided;
   - Required teacher certifications in each program area; and
   - How services will comply with the Student Attendance Accounting Handbook.

Special Education Services

- Teacher Certification Standards:
  - Special Education students can be served at Ector Acceleration Academy OFSDP, as they employ a certified Special Education Teacher in accordance with the State Board of Educator Certifications (SBEC). This ensures Ector Acceleration Academy has staff equipped with the skills to assess student needs, implement appropriate interventions, and collaborate with families and other professionals.
- Service Provision:
  - Before any special education students transition to the OFSDP program, the campus must call for an Admission Review Dismissal (ARD) to determine if placement is appropriate considering the student's needs. During this process, the Admission Review Dismissal (ARD) Facilitator provides guidance on students' special needs and accommodations.
  - Individualized Education Programs (IEP) will be tailored to meet students' needs.

Career and Technology Education (CTE)

- Teacher Certification Standards:
  - Students can continue to attend their previously enrolled CTE courses. Instruction will be provided by a CTE instructor certified in the specific field in accordance with the State Board of Educator Certifications (SBEC).
- Coordination of Services
  - Arrangements are made through the CTE campus coordinator. The campus counselor will ensure that the student's schedule in the SIS includes the student's course to ensure that the student receives credit for attending and passing the course.

Pregnancy-Related Services

- Service Provision:
  - Students will be referred to the Teen Pregnancy Related Services (TPRS) and will have access to:
    - Prenatal and postnatal health education.
    - Counseling services and academic support tailored for pregnant and parenting students.
    - Flexible scheduling and alternative education options as needed.
    - Free district-provided childcare services.
  - OFSDP program directors will meet with TPRS on a weekly basis to discuss student progress and concerns.
  - If a student qualifies for Compensatory Education Home Instruction (CEHI), their enrollment in the OFSDP will be adjusted to exclude them from OFSDP attendance accounting during the period in which they receive CEHI services. 254

Bilingual Education

- Teacher Certification Standards:
  - The ESL-certified Emergent Bilingual Coordinator (Ector Acceleration Academy) will provide program coordination, teacher support, progress monitoring, and assistance with implementing LPAC recommendations. When serving as the teacher of record or providing required instruction, the coordinator will also hold the certification appropriate to the assigned grade level and content area.
  - Service Considerations for Bilingual Students:
    - Bilingual and ESL support is provided based on student needs determined by the LPAC Language Proficiency Assessment Committee.
    - Online learning format provides language support and accommodations.

General Compliance with the Student Attendance Accounting Handbook

- Attendance Tracking:
  - OFSDP directors will ensure all staff are trained in accurate attendance reporting and compliance standards and will maintain accurate records of attendance.
  - CTE Teachers will be able to mark the student present or absent, but CTE funding entry will be suspended while the student is on the flexible attendance schedule.
- Reporting Requirements:
  - All attendance will be recorded to meet compliance requirements as defined by the Student Attendance Accounting Handbook (SAAH).
  - Staff will regularly review and audit attendance records to ensure district and state requirements are met.
- OFSDP directors and other staff will review attendance data to assess program effectiveness and make necessary adjustments.

☑ The district assures that if a student participating in the OFSDP is receiving Compensatory Education Home Instruction (CEHI, homebound instructional services) for pregnancy, the student's instructional code will be transitioned from OFSDP to the appropriate traditional coding for the duration of the CEHI placement. The student will not be reported as participating in OFSDP during any period in which CEHI services are provided.

8. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain how the classroom teacher verifies the number of instructional minutes a student receives each day. (Absences and days present do not exist in OFSDP)

   Verification: Teachers of record will be responsible for documenting and certifying instructional minutes daily. Each day, the teacher shall review each student's progress for the day, record the number of instructional minutes on a district-approved attendance sheet, and certify the record with their signature at the end of the instructional day. The minutes will then be transferred to the SIS, by the attendance clerk, in order to produce a printable document.
   Students will not take their own attendance or sign themselves in or out, as sign-in sheets and digital logs completed by students are not allowable methods under OFSDP guidelines.

9. Describe how the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.

   Attendance clerks ensure that days under 45 minutes are not reported for funding by reviewing the verified sign in sheets and calculating the total number of minutes attended. Any students who attended less than 45 minutes will not be reported for funding for that day.

10. Explain how the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. (**Note**: It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240)

    Preventing ADA Duplication: Each student's cumulative total is reviewed during the intake process and before coding for OFSDP. The district uses this formula: (Calendar Days – Traditional Days Present) × 240 = OFSDP Eligible Minutes. This calculation ensures that the student does not generate more than one ADA (Average Daily Attendance) for the school year. Staff will monitor time spent on online courses to ensure that they do not exceed 10,800 minutes on an individual course and to verify attendance

11. Describe how the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

    Compliance with SAAH: The district uses Focus, a secure, paperless attendance system, to ensure compliance with SAAH Section 2.2.3. Focus requires teachers and staff to log in with unique credentials, automatically logs users out after periods of inactivity, and tracks all attendance entries and changes with timestamps and user IDs. Only authorized personnel have access to attendance functions, and the system maintains a full audit trail for accountability and compliance. For Optional Flexible School Day Program (OFSDP) attendance (Section 11.6), the district:

    - Uses Focus to record actual instructional minutes for each OFSDP student daily.
    - Ensures teachers of record verify and sign attendance sheets.
    - Maintains separate reporting in TSDS PEIMS for OFSDP using the correct entity codes.
    - Tracks OFSDP minutes accurately to ensure no overlap with traditional attendance and adherence to maximum daily (600 minutes) and annual (43,200 minutes) limits.
    - Requires signed agreements for eligible students and maintains documentation for audit purposes.
    - All attendance procedures and safeguards are outlined in the district's OFSDP application and internal protocols to ensure Focus supports a fully compliant, auditable system.

Credit Recovery Program Offered in the Summer

12. Will eligible OFSDP students participate in a credit recovery program offered in the summer? (Credit recovery classes may be offered during the summer recess for students who have not earned a full ADA during the regular school year. For an eligible OFSDP student attending summer OFSDP classes for credit recovery, funding for attendance is limited to that which is necessary for the student to recover class credit. The Summer Period of Agreement (Credit Recovery) section should only include dates after the regular school year, should not exceed 30 days, and may not extend past July 31st. A student cannot earn more than the equivalent of one ADA in a year.)

    ☑ Yes

    ○ No

    - If yes, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

    At the COC Grad Lab Site, only students who are on track to graduate during the summer graduation can attend summer credit recovery. This limits the number of students who attend only to students who need credit recovery to reach graduation.

    At EAA, the Incite program provides a credit count to flag students who are behind cohort. Only students who are behind cohort stay for summer credit recovery programming.

Campus Dropout Recovery Education Program

13. Will the school system offer a community-based dropout recovery education program as defined by TEC, §29.081(e-1) or (e-2)?

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○ Yes

☑ No

- If yes, what type of community-based dropout recovery education program will be implemented?

☐ District operated dropout recovery education program

☐ Contracted dropout recovery education program with an education management organization

- If education management organization services are contracted, please provide the organization name, accreditation status, and the name of the accrediting agency.

Remote/Hybrid Dropout Recovery Program

14. Will the district offer a dropout recovery program in a remote or hybrid setting, as defined by TEC, §29.081 (e-2)?

○ Yes

☑ No

If yes –

- Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

- Describe the individual learning plan or process used to monitor each student's progress.

- Indicate how students will be served by an academic coach and local advocate.

- Describe the educational software utilized and explain how the software will help track and certify the number of instructional minutes each student receives each day to monitor student progress.

Participating Campuses, Student Eligibility, and Period of Agreement

15. Attach a completed OFSDP campus designation spreadsheet that includes all participating campuses.

Board Approval

16. Attach a copy of the local school board's official minutes showing approval to operate an OFSDP program.

17. Summarize the information presented to the board during the OFSDP approval meeting regarding program operations and compliance with 19 TAC §129.1027(h), including performance indicators, disaggregated student data, annual performance goals reviewed in an open meeting, and data-driven continuation decisions.

Signed Authorization

18. Attach a copy of the OFSDP agreement, signed by all required parties.

Assurances

The applicant shall check all assurances below to confirm awareness of and understanding of responsibilities established herein.

☑ The district assures the board of trustees of the school district, or the governing board of the open-enrollment charter school will include the OFSDP as an item on the agenda concerning the proposed application.

☑ The district assures the board of trustees of the school district, or the governing board of the open-enrollment charter school will discuss the progress of the program before applying to operate an OFSDP.

☑ The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at-risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student is attending a campus implementing an approved innovative campus plan; or
   - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
   - the student is attending a campus with an approved Early College High School program designation as defined by the TEC, §29.908; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
   - by the student, if the student is over 18 years of age; or
   - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order

- ☑ The district assures that it will administer all mandatory assessment instruments during the regular assessment cycle to students enrolled in the OFSDP.
- ☑ The district assures that all instructional materials and facilities provided to students in the OFSDP will be comparable to, or exceed, the required standards for students in similar programs.
- ☑ The district assures that students participating in an OFSDP will not be isolated from other academic and vocational programs and will have access to school counselors for pre-entry and post-entry counseling, academic or personal counseling, and career counseling.
- ☑ The district assures that faculty and administrators assigned to the OFSDP will meet all qualification requirements, including holding baccalaureate or advanced degrees, being highly qualified, and possessing appropriate certification as required by TAC, §129.1027.
- ☑ The district assures that it will adopt and implement a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092(a)) or the 75% to 90% rule for class credit (TEC,§25.092(a-1)).
- ☑ The district assures that it will adopt a policy requiring students to attend regularly scheduled instruction in the OFSDP and will apply penalties for nonattendance, including filing truancy charges when appropriate.
- ☑ The district assures that it will accurately track the number of instructional minutes each student receives daily and will comply with all applicable sections of the Student Attendance Accounting Handbook.
- ☑ The district assures that it will comply with all reporting requirements established by the TEA.
- ☑ The district assures that it will not discriminate on the basis of disability, race, color, national origin, religion, or sex in the operation of the OFSDP.
- ☑ The district assures that students participating in an OFSDP will be prohibited from participating in competitions or activities sanctioned or conducted under the authority of the University Interscholastic League (UIL) unless all UIL eligibility requirements are met.
- ☑ The district assures that procedures will be implemented to ensure students are not coded as participating in a traditional instructional program on any day for which OFSDP instructional minutes are earned.
- ☑ The district assures that Student Detail Audit and related six-week attendance and academic reports for the OFSDP track will be generated, reviewed, and certified during each six-week attendance reporting period.
- ☑ The district assures that procedures are in place to offer and provide students with appropriate referrals for mental health services, including access to school-based supports and external community resources, as-needed.

☑ The district assures that when **a remote or hybrid dropout recovery program** is provided by a third-party provider, monthly student progress reports will be submitted to the student's school district by a designated date each month.

☑ The district assures that an in-person student engagement center is available **to students participating in a remote or hybrid dropout recovery program** provided by a third-party provider and that its location and purpose are clearly defined to support OFSDP student instruction, engagement, and access to services.

Period of Agreement

The period of the agreement, as detailed by participating campuses in **the uploaded spreadsheet**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

Official Submission

By submitting this document, the applicant acknowledges and affirms that all information and assurances contained in this application are accurate and complete to the best of their knowledge. The applicant further agrees to comply with all applicable laws, regulations, and program requirements associated with this application. This submission shall constitute a binding commitment to uphold the assurances provided.

Upon submission of this application, an authorized representative acknowledges and accepts its terms on behalf of the school district or open-enrollment charter school, with such acceptance becoming effective upon approval by the TEA.

Optional Flexible School Day Program (OFSDP) - Campus Designation Spreadsheet

068901 ECTOR COUNTY ISD School Year 2026-2027

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4

Eligibility Designation
1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College High School
4 = TEC §39A.107 Campus Turnaround Plan
5 = Credit Recovery**
6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program
7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program

School Year Period of Agreement
Reported in TSDS PEIMS Summer Collection 3

Program start date must be 30 days after application submission.

Program end date must not exceed the last day of the regular school calendar.

Summer Period of Agreement
Reported in TSDS PEIMS Extended Collection 4

**Credit Recovery - Designation 5

Summer period of agreement should not exceed 30 days or extend past July 31st.

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day
068901002	ODESSA H S	1	2			5			205	9/19/2026	5/27/2027	MTWTHF	480	6/1/2027	7/1/2027	MTWTHF	480
068901003	PERMIAN H S	1	2			5			205	9/19/2026	5/27/2027	MTWTHF	480	6/1/2027	7/1/2027	MTWTHF	480
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Optional Flexible School Day Program (OFSDP) - Campus Designation Spreadsheet

068901 ECTOR COUNTY ISD School Year 2026-2027

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	**Eligibility Designation** 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program	**School Year Period of Agreement** Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.	**Summer Period of Agreement** Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTHFS	Minutes Offered Per Day
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Optional Flexible School Day Program (OFSDP) - Campus Designation Spreadsheet

068901 ECTOR COUNTY ISD School Year 2026-2027

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	**Eligibility Designation** 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program	**School Year Period of Agreement** Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.	**Summer Period of Agreement** Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.

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School Year Period of Agreement
Reported in TSDS PEIMS Summer Collection 3

Program start date must be 30 days after application submission.

Program end date must not exceed the last day of the regular school calendar.

Summer Period of Agreement
Reported in TSDS PEIMS Extended Collection 4

**Credit Recovery - Designation 5

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068901 ECTOR COUNTY ISD School Year 2026-2027

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068901 ECTOR COUNTY ISD *School Year 2026-2027*

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Summer Period of Agreement
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Optional Flexible School Day Program Agreement

This document must be fully completed and signed by the school system's Board President and Superintendent. The signed document must be uploaded into the OFSDP Smartsheet application. This document is a required component of the OFSDP application submission.

Ector County Independent School District

Legal Name of School District or Open-Enrollment Charter School

802 N Sam Houston Ave, Odessa, TX 79761

Physical Address

Board Agreement

All information requested must be included with this form. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: August

Day: 18

Year: 2026

Time: 6:00 PM

Location: 802 N Sam Houston Ave, Odessa, TX 79761

The board reviewed the OFSDP program and application and approved the submission on behalf of the school district or open-enrollment charter school by authorized representatives.

Dr. Steven Brown, School Board President, 432-770-5226

Name, Title, and Telephone Number of School Board President

8/18/2026

Signature of School Board President — Date

274

Authorized School System Official

On behalf of the school district or charter school, I hereby certify that the district/charter will implement and operate the OFSDP in accordance with Texas Education Code (TEC) §29.0822, 19 Texas Administrative Code (TAC) §129.1027, the Student Attendance Accounting Handbook, and all applicable guidance, forms, and instructions issued by the Texas Education Agency (TEA) for the applicable school year.

I certify that the information submitted in connection with this application is true and correct and the district/charter will fully comply with all application assurances, applicable laws, rules, and TEA guidance governing the Optional Flexible School Day Program.

Dr. Keeley Boyer, Superintendent, 432-456-9879

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

8/18/2026

Signature of Person Authorized to Bind the District or Charter School Date

REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

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

June 9, 2026 – Board Workshop Meeting
June 16, 2026 – Regular Board Meeting

AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON JUNE 9, 2026, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING THIRD FLOOR CONFERENCE ROOM A/B, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:	**Absent:**
Delma Abalos	
Dr. Steve Brown	
Dawn Miller	
Christopher Stanley	
Robert Thayer	
Wayne Woodall	

School Officials: Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Dr. Lauren Tavarez, Dr. Robert Trejo

Others: Alex Reynolds, Dallas Kennedy, Stacey Nunez, Ross Lara, Sandra Talavera, Nory Leachon, Rita Lopez, Mary Franco

27629 **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27630 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, Board President, certified that the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, have been met in connection with public notice of this meeting.

27631 **Opening Remarks by Superintendent**: In her opening remarks, Superintendent Dr. Keeley Boyer discussed the upcoming release of STAAR results. Parents of high school students will be able to access end-of-course assessment results through the Parent Portal beginning tomorrow. Parents of students in grades 3 - 8 will be able to view their children's STAAR results in the Parent Portal next week, beginning June 16. The District will issue a public release after parents have received access to the results.

27632 **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.

Report/Discussion Items

27633 **Discussion of Proposed ECISD 2026-2027 Compensation Plan**: Chief Human Capital Officer Dr. Matt Spivy presented this item for discussion. Due to the district's current budget situation, there is no proposed across-the-board pay increase for employees for the 2026–27 school year.

Some teachers, however, will receive salary increases as required by House Bill 2 (HB 2), which was passed by the Texas Legislature in 2025. As a reminder, HB 2 requires that:

- A first-year (0 years of experience) non-certified teacher is paid less than a first-year certified teacher.
- Teachers with 3–4 years of experience receive a $2,500 increase over their 2024 salary.
- Teachers with 5 or more years of experience receive a $5,000 increase over their 2024 salary.

While these required salary adjustments were implemented last year, additional teachers have now reached the 3-, 4-, and 5-year experience milestones. Because the HB 2 requirements remain in effect, those teachers will receive the applicable salary increase for the 2026–27 school year.

In addition, ECISD has established a $100 salary step between a 0 year teacher and 1 year teacher for the coming year.

Teachers also continue to have opportunities to earn compensation above their base salary through stackable compensation programs, such as the Teacher Incentive Allotment (TIA) and Opportunity Culture. In fact, 64 teachers are projected to earn more than $100,000 during the 2026–27 school year.

To reiterate, due to the district's budget situation, there is no proposed general pay increase for all employees for the 2026–27 school year.

No action required.

27634 **Presentation of District Improvement Plan 2026-2027**: Chief Academic Officer Dr. Robert Trejo presented this item for discussion. Trustees reviewed the comprehensive creation and review process for creating the District Improvement Plan – from a needs assessment to the development of strategies to support performance objectives all designed to achieve the school board's goals.

Those board goals are:

• The percentage of students achieving or exceeding the Meets Standard on state assessments will increase from 35% to 48% by May 2029 across all tested content areas.

• The percentage of 3rd grade students reading at or above grade level will increase from 34% to 48% by May 2029.

• The percentage of high school graduates considered College, Career, or Military Ready will increase from 88% to 93% by May 2029.

• Classroom Excellence (every student receives engaging and challenging instruction tailored to their various needs)

• Culture of Excellence (every student is engaged, supported, and prepared for future success)

No action required.

27635 **Discussion of the 2026-2027 Student Code of Conduct and Revisions to the Student Handbook Fees**: Chief of Schools Mauricio Marquez presented this item for discussion. Trustees reviewed the proposed 2026–27 Student Code of Conduct and revisions to the Student Handbook fees. No changes are being recommended to either document for the 2026–27 school year.

No action required.

27636 **Discussion of 2026-2027 Budget**: Chief Financial Officer Albessa Chavez presented this item for discussion. The proposed budget includes a $4.5 million deficit in the General Fund; with balanced budgets for the School Nutrition Fund and Debt Service Fund. The budget planning process began in January when Trustees discussed the things they viewed as budget priorities. That list included support for the Bilingual program and extra-curricular activities, continued professional/talent development for staff, eliminate redundancies, keep cuts away from classrooms, and if a raise is not possible explore a retention bonus for employees (a 1% retention bonus would cost about $2 million). The budget revenue projections are based on an enrollment of 31,630 and an average daily attendance of 92%. The school board is planning to officially adopt the 2026-27 school year budget at next week's meeting. The Notice of Public Meeting to Discuss Budget and Proposed Tax Rate was published June 3, 2026, in the Odessa American. The current recommendation is to keep next year's tax rate the same as this year. Note: the tax rate is officially adopted in September.

No action required.

27637 **Discussion of Selection Process and Timeline for Filling the Ector County ISD Single-Member District 1 Board of Trustee Vacancy**: Trustees discussed the process for filling the upcoming vacancy in Board Position 1. Trustee Dawn Miller's final board meeting will be held on June 16 due to her relocation outside the district. Trustees reviewed the two options available under state law: appointing a replacement to serve until the next general election in May 2027 or calling a special election to fill the vacancy. The Board will consider and vote on the process to be used at its next meeting.

No action required.

27638 **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.]; 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.]:

There was no closed session.

27639 **Closing Remarks by Superintendent**: There were no closing remarks.

27640 **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at 7:26 p.m.

_____	_____
Board President	**Board Secretary**
Tammy Hawkins	*Robert Thayer*

AT A REGULAR MEETING AND PUBLIC HEARING FOR ADOPTION OF 2026-2027 OFFICIAL BUDGET OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON JUNE 16, 2026, 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:	**Absent**:
Dr. Steve Brown	Delma Abalos
Tammy Hawkins	
Dawn Miller	
Christopher Stanley	
Robert Thayer	
Wayne Woodall	

School Officials: Dr. Keeley Boyer, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matt Spivy, Dr. Lauren Tavarez, Dr. Robert Trejo

Others: Alex Reynolds, Stacey Nunez, Scott Rudes, Morgan Eaton, Magdalena Aguilar, Julie Marshall, Anthony Garcia, Kristen Vesely, Denise Mourning, Carole Campbell, Tracey Borchardt, Cheryl Wilson, Todd Carson, Leonard Hendon, Jet Carrasco, Dave Mourning, Martha Cirrincione, Pablo Herrera, Juan Sanchez, Rene Barrientes, Sandra Talavera, Nory Leachon, and Mary Franco

27641 **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27642 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, Board President, verified that the provisions of Section 551.001 and Section 551.043(c) of the Texas Government Code have been met in connection with public notice of this meeting.

27643 **Pledge of Allegiance to United States and Texas Flags**: The United States and Texas flag pledges were led by Camp SIP Students LaKamrynn Turks and Alyssa Hernandez.

27644 **Invocation**: The Invocation was led by ECISD Police Officer Deacon Leonard Hendon, St. Stephen's Catholic Church.

27645 **Special Presentations**:

Presentation of the Split Gavel Award to Tammy Hawkins: Superintendent Dr. Keeley Boyer presented Tammy Hawkins with the Split Gavel Award for her service as the school board president over the past year.

Presentation of the Extra Mike Award to Dawn Miller: Superintendent Dr. Keeley Boyer presented the Extra Mile Award to Trustee Dawn Miller in recognition of her three years of dedicated service on the School Board. As this was her final meeting as Trustee for Position 1 due to her relocation outside the district, the Board expressed its appreciation for the many hours she devoted to

serving the district and for the passion and commitment she demonstrated throughout her tenure.

Announcement of TASB Grassroots Scholarship Recipient: Odessa High School Senior Briana Ortega was recognized as the recipient of the Texas Association of School Boards (TASB) Grassroots Scholarship, a $1,000 scholarship awarded annually to a graduating senior who demonstrates leadership, character, perseverance, and academic achievement.

Briana served as Student Council president, earned Second Team All-District honors in soccer, and was a member of the National Honor Society and the AVID program. She plans to attend Texas Tech University to pursue a career as a pediatric nurse practitioner.

Recognition of Odessa Collegiate Academy Senior Miguel Campos Recipient of 2026 MASBA Scholarship: Odessa Collegiate Academy Senior Miguel Campos was selected as a recipient of a 2026 Mexican-American School Board Association (MASBA) Scholarship.

MASBA awarded eight (8) scholarships of $5,000 statewide from approximately 700 applicants, recognizing graduating seniors for their academic achievement, leadership, service, and commitment to the Latino community.

Miguel was inducted into the National Honor Society and Phi Theta Kappa and was selected to the Congress of Future Medical Leaders. He plans to attend Texas Tech University and pursue a career as a neurosurgeon.

Recognition of New Tech Odessa Graduate Esteban Zubia as a National Academic Decathlon Qualifier: New Tech Odessa Graduate Esteban Zubia was recognized for making district history as the first ECISD student to qualify for the United States Academic Decathlon (USAD) National Competition. Esteban earned his invitation by winning the Scholastic Division at the State Academic Decathlon competition based on his individual score.

At the national competition, Esteban competed in seven academic events: Mathematics, Science, Social Science, Economics, Music, Literature, and Art. He also delivered a prepared speech and participated in the Super Quiz.

Competing against 689 students from 139 schools representing 30 states, Esteban earned third-place medals in both Economics and Science, marking an outstanding achievement for both New Tech Odessa and ECISD.

Announcement of Academic All-State Student-Athletes for Spring Semester: Two Odessa High School student-athletes were recognized for being named National High School Academic All-Americans by the National High School Coaches Association. This honor recognizes outstanding student-athletes who have demonstrated excellence both academically and athletically by maintaining at least a 3.6 grade point average on a 4.0 scale while achieving success in their sport. Both honorees are members of the Odessa High School golf program and were recognized for their exceptional accomplishments.

- Ellie Mourning, Junior - Honorable Mention Academic All-American
- Jet Carrasco, Sophomore - Honorable Mention Academic All-American
  (Note: Jet attends New Tech Odessa while playing golf for Odessa HS)

Recognition of State Qualifiers in Powerlifting, Gymnastics, and Track & Field: Chief Human Capital Officer Dr. Matt Spivy introduced the State Qualifiers in Powerlifting, Gymnastics, and Track & Field.

Powerlifting State Qualifiers - PHS Coach Vance Washington

Savannah Welton, PHS Senior

Jade Williams, PHS Sophomore

Julian Levario, PHS Sophomore

Powerlifting State Qualifiers - OHS Coach Fred Howard

Ana Fierro, OHS Sophomore | A first-time state qualifier & holds the school record in the bench press.

Mariah Gordon, OHS Sophomore | A first-time state qualifier, a dual-sport athlete, and holds all four school records in her weight class.

Maggie Lee Skiles, OHS Sophomore | A dual-sport athlete & a two-time state qualifier.

Jasmine Acosta, OHS Junior | A dual-sport athlete & a two-time state qualifier.

Siana Mansanales, OHS Senior | A dual-sport athlete & a first-time state qualifier.

Mia Lerma, OHS Senior | A two-time state qualifier & holds all four school records in her 105 pound weight class.

Marleen Ramirez, OHS Senior | A dual-sport athlete & a first-time state qualifier.

Natalia Valles, OHS Senior | A dual-sport athlete & a four-time state qualifier and the school record holder in the squat and overall total in her weight class.

Rudy Salcido, OHS | A dual-sport athlete & a first-time state qualifier and school record holder in the bench press, squat, and total in his weight class.

Fred Howard, OHS Powerlifting Coach - 2026 nominee for Texas High School Coaches Association Tom Landry Award for coaches who make outstanding contributions to football and serve as positive role models.

Gymnastics State Qualifiers – OHS Head Coach April Valenzuela

Alyssa Ortiz, OHS Senior | District Honorable Mention, All Around State Qualifier

Cecilia Lopez, OHS Junior | District Honorable Mention, Vault State Qualifier

Giada Ramirez, New Tech Odessa (OHS) Junior | 1st Team All District, 1st Team All Region for Balance Beam, 2nd Year All Around State Qualifier

Gymnastics State Qualifiers – PHS Head Coach Casey Gregory

Jada Bell, PHS Senior | Vault State Qualifier, MVP, Placed in the Top 10 in multiple events throughout the season.

27646 **Opening Remarks by Superintendent**: In opening remarks, Superintendent Dr. Keeley Boyer thanked both Tammy Hawkins and Dawn Miller for their service on the school board.

27647 **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

27648 **Bond 2023 Update**: Associate Superintendent of District Operations Dr. Anthony Sorola and Chief Financial Officer Albessa Chavez provided the Board of Trustees with an update on the progress of Bond 2023 projects.

ATLAS Career & Technical Education Center:
- Foundation, structural steel, electrical, plumbing, and masonry work are ongoing
- Project remains on schedule for completion in late Spring 2027

Adela & Gilbert Vasquez Middle School:
- Mechanical, electrical, and plumbing work continues
- Interior finishes are ongoing in the education wing, kitchen, and library
- The school remains on schedule to open approximately two months

PHS Auditorium:
- Seating & the LED wall have been installed
- Audio/Visual cabling is approximately 98% complete
- Construction fencing has been removed
- Parking lot striping will begin soon

Transition Learning Center:
- Steel erection in underway

PHS JROTC Facility:
- Rain has delayed portions of the project

- Interior painting, tape and texture, and ceiling grid/tile installation are in progress
- Technology installation will follow

Agricultural (Ag) Farm Facility:

- Electrical and water lines for the north and south pens are being reworked in preparation for receiving animals in July
- Landscaping is under review
- Meetings for furniture, fixtures, and equipment have begun

New Transportation Facility:

- Demolition is the next phase
- Trustees will consider approval of a Guaranteed Maximum Price (GMP) for demolition services to remove damaged and unnecessary structure

Priority 1 & 2 Renovation/Replacement Projects:

- Five projects are currently under construction at Cameron, Sam Houston, Reagan, Ross, and Gonzales
- Five additional projects are in the abatement phase at Bonham Middle School, Burnet, Goliad, Wilson & Young Middle School, and New Tech Odessa

Roofing Projects:

- The first package of Priority 1 and 2 roofing projects is in the final closeout phase

Bond Financial Update:

- Approximately 71% of bond funds have been expended or encumbered for approved projects

No action required.

27649 **Discussion of and Request for Approval of Bond 2023 Purchases over $100,000**: Moved by Stanley, seconded by Miller to approve the Bond 2023 Purchases over $100,000 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27650 **Discussion of and Request for Approval to Delegate Authority to the Superintendent to Negotiate and Execute Individual Job Orders Under the Approved Job Order Contracts for the Bond 2023 Priority 1 & 2 Construction with the Listed General Contractor at the Specific Cost – Travis Elementary School**: Moved by Miller, seconded by Stanley to approve to Delegate Authority to the Superintendent to Negotiate and Execute Individual Job Orders Under the Approved Job Order Contracts for the Bond 2023 Priority 1 & 2 Construction with the Listed General Contractor at the Specific Cost – Travis Elementary School as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27651 **Discussion of and Request for Approval to Revise the Assigned Contractor for an Individual Job Order for Bond 2023 Priority 1 & 2 Construction – New Tech Odessa**: Moved by Stanley, seconded by Miller to approve to Revise the Assigned Contractor for an Individual Job Order for Bond 2023 Priority 1 & 2 Construction – New Tech Odessa as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27652 **Discussion of and Request for Approval to Revise the Assigned Contractor for an Individual Job Order for Bond 2023 Priority 1 & 2 Construction – Bonham Middle School**: Moved by Thayer, seconded by Miller to approve to Revise the Assigned Contractor for an Individual Job Order for Bond 2023 Priority 1 & 2 Construction – Bonham Middle School as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27653 **Discussion of and Request for Approval of AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Demolition Services Related to the Transportation Facility Project**: Moved by Stanley, seconded by Woodall to approve the AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Demolition Services Related to the Transportation Facility Project as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27654 **Discussion of and Request for Approval of AIA Document A133-2019 Contract between ECISD and Goytia Enterprises for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2**: Moved by Stanley, seconded by Miller to approve the AIA Document A133-2019 Contract between ECISD and Goytia Enterprises for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27655 **Discussion of and Request for Approval of AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2**: Moved by Stanley, seconded by Thayer to approve the AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27656 **Discussion of and Request for Approval of an Easement for Oncor Electric Delivery**: Moved by Stanley, seconded by Woodall to approve the Easement for Oncor Electric Delivery as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

Public Hearing

27657 **Public Hearing for Adoption of 2026-2027 Official Budget**: Trustees held a public hearing for the adoption of the 2026-2027 budget. A school board in Texas is legally required to approve three separate budgets: General Fund, Debt Service and School Nutrition as presented.

The proposed budget includes a $4.5 million deficit in the General Fund, which is a proposed $354,265,169: with balanced budgets for the School Nutrition Fund ($20,696,787) and Debt Service Fund ($48,940,048).

The budget planning process began in January when Trustees discussed the things they viewed as budget priorities. That list included support for the Bilingual program and extra-curricular activities, continued professional/talent development for staff, eliminate redundancies, keep cuts away from classrooms, and if a raise is not possible explore a retention bonus for employees (a 1% retention bonus would cost about $2 million).

The budget revenue projections are based on an enrollment of 31,630 and an average daily attendance of 92%. The current recommendation is to keep next year's tax rate the same as this year. See item 10-D.

Note: The Board of Trustees will officially adopt the tax rate in September.

Immediately following the presentation, Board President Tammy Hawkins declared the Public Hearing on the proposed 2026-2027 Budget ***open.***

There was no public comment.

Board President Tammy Hawkins declared the Public Hearing on the proposed 2026-2027 Budget ***closed***.

No action required.

Action Items

27658 **Adoption of 2026-2027 Official Budget**: Moved by Brown, seconded by Thayer that the Board of Trustees approve the Adoption of the 2026-2027 Official Budget as presented in accordance with The Texas Education Code Section 44 and the

Texas Tax Code Chapter 26. The Official Budget includes the General Fund, the School Nutrition Fund, and the Debt Service Fund.

The proposed budget includes a $4.5 million deficit in the General Fund, which is a proposed $354,265,169: with balanced budgets for the School Nutrition Fund ($20,696,787) and Debt Service Fund ($48,940,048).

The budget planning process began in January when Trustees discussed the things they viewed as budget priorities. That list included support for the Bilingual program and extra-curricular activities, continued professional/talent development for staff, eliminate redundancies, keep cuts away from classrooms, and if a raise is not possible explore a retention bonus for employees (a 1% retention bonus would cost about $2 million).

The budget revenue projections are based on an enrollment of 31,630 and an average daily attendance of 92%. The current recommendation is to keep next year's tax rate the same as this year. **Note**: The Tax Rate is officially adopted in September.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27659 **Discussion of and Request for Approval of Purchases over $100,000**: Moved by Stanley, seconded by Woodall to approve the Purchases over $100,000 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27660 **Discussion of and Request for Approval of 2025-2026 Budget Amendment #9**: *This agenda item was incorrectly labeled as Budget Amendment #9. The amendment presented for consideration and approval by the Board was Budget Amendment #8.*

Moved by Stanley, seconded by Woodall to approve the 2025-2026 Budget Amendment #8 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27661 **Discussion of and Request for Approval of Resolution to Calculate the Property Tax Rates**: Moved by Brown, seconded by Woodall to approve the Resolution to Calculate the Property Tax Rates as presented. The current ECISD tax rate is **$1.0048**. The proposed tax rate for the 2026–27 school year is also **$1.0048**. The Board will officially adopt the tax rate in September.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27662 **Discussion of and Request for Approval of Resolution Committing Fund Balance in Accordance with GASB 54**: Moved by Woodall, seconded by Stanley to approve the Resolution Committing Fund Balance in Accordance with GASB 54 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27663 **Discussion of and Request for Approval of the 2026-2027 District Improvement Plan**: Moved by Stanley, seconded by Woodall to approve the 2026-2027 District Improvement Plan as presented. The District Improvement Plan was presented to the Board of Trustees at the June 9, 2026 Board Workshop.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27664 **Discussion of and Request for Approval of the 2026-2027 Compensation Plan**: Moved by Woodall, seconded by Stanley to approve the 2026-2027 Compensation Plan as presented. The 2026–2027 Compensation Plan was presented to the Board of Trustees during the June 9, 2026, Board Workshop. Due to budget constraints, no general pay increase is proposed for employees for the 2026–2027 school year. However, certain teachers will receive salary increases in accordance with the requirements of House Bill 2, enacted by the Texas Legislature in 2025.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27665 **Discussion of and Request for Approval of the 2026-2027 Student Code of Conduct and Revisions to the Student Handbook Fees**: Moved by Miller, seconded by Woodall to approve the 2026-2027 Student Code of Conduct and Revisions to the Student Handbook Fees as presented. There are no changes to either document.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27666 **Discussion of and Request for Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) through the end of August 2026**: Moved by Thayer, seconded by Woodall to approve to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) through the end of August 2026 as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27667 **Discuss and Consider Board Approval of a Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly**: Moved by Woodall, seconded by Thayer to approve Tammy Hawkins as Delegate and Chris Stanley as Alternate to the 2026 Texas Association of School Boards (TASB) Delegate Assembly as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27668 **Discussion of and Request for Approval of the Selection Process and Timeline for Filling the Ector County ISD Single-Member District 1 Board of Trustee Vacancy**: Moved by Miller, seconded by Woodall to approve the Selection Process and Timeline for Filling the Ector County ISD Single-Member District 1 Board of Trustee Vacancy as presented.

The approved process and timeline for appointing a replacement to fill the unexpired term for Position 1 on the ECISD Board of Trustees following the resignation of Dawn Miller, who is relocating outside the district, is as follows:

- A notice of the vacancy will be mailed to registered voters residing in District 1
- Applications for the Position 1 vacancy will be accepted from July 1 through August 14
- A District 1 Town Hall meeting will be held on July 21
- Applications will be reviewed and candidates selected for interviews at the August 18 Board meeting
- Candidate interviews will be conducted between August 31 and September 4, with the appointment announced during that time
- The appointed trustee will take the Oath of Office on September 15

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27669 **Consent Agenda**: Moved by Stanley, seconded by Miller to approve the Consent Agenda as presented.

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 Recommendations of Library Materials

E. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College – Odessa Collegiate Academy
F. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College – OCTECHS
G. Request for Approval of Memorandum of Understanding between Ector County ISD and the University of the Permian Basin
H. Request for Approval of District Partnership between Ector County ISD and the Meadows Center for Preventing Educational Risk (MCPER)
I. Request for Approval of 2023-2026 Safety and Security Audit Survey

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27670 **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 Executive Director of College, Career, and Military Readiness (CCMR), Executive Director of District Operations, Principal for Austin Montessori Elementary School, Principal for Jordan Elementary School, Principal for Milam Elementary School, Principal for Bowie Middle School, and Principal for Wilson & Young Middle School); 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 Tammy Hawkins convened to closed session at 7:45 p.m.

Board President Tammy Hawkins reconvened to open session at 8:07 p.m.

27671 **Request for Approval of Personnel Recommendation to Hire Executive Director of College, Career, and Military Readiness (CCMR)**: Moved by Stanley, seconded by Woodall to approve the Recommendation to hire Amy Vance as the Executive Director of College, Career, and Military Readiness (CCMR) as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27672 **Request for Approval of Personnel Recommendation to Hire Executive Director of District Operations**: Moved by Stanley, seconded by Woodall to approve the Recommendation to hire Stacey Nunez as the Executive Director of District Operations as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved

27673 **Request for Approval of Personnel Recommendation to Hire Principal for Austin Montessori Elementary School**: Moved by Woodall, seconded by Thayer to approve the Recommendation to hire Jessica Moreno as the principal for Austin Montessori as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27674 **Request for Approval of Personnel Recommendation to Hire Principal for Jordan Elementary School**: Moved by Brown, seconded by Stanley to approve the Recommendation to hire Jared Smith as the principal for Jordan Elementary as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27675 **Request for Approval of Personnel Recommendation to Hire Principal for Milam Elementary School**: Moved by Miller, seconded by Stanley to approve the Recommendation to hire Welton Blaylock as the principal for Milam Elementary as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27676 **Request for Approval of Personnel Recommendation to Hire Principal for Bowie Middle School**: Moved by Woodall, seconded by Stanley to approve the Recommendation to hire Mary Gorman as the principal for Bowie Middle School as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27677 **Request for Approval of Personnel Recommendation to Hire Principal for Wilson & Young Middle School**: Moved by Brown, seconded by Woodall to approve the Recommendation to hire Richard Kyle as the principal for Wilson & Young Medal of Honor Middle School as presented.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

Action Items

27678 **Discussion of and Request for Approval Reorganization of Board of Trustees Naming President, Vice-President, and Secretary**: The Texas Education Code, Section 11.061(C) requires that each school board "organize at the first meeting after the election and qualification of trustees." Trustees submitted the following nominations for the official voting ballot.

The following votes for Board President were cast:

Delma Abalos	One (1) Vote
Steve Brown	Five (5) Votes

Moved by Woodall, seconded by Thayer to approve Steve Brown as elected by majority vote to serve as the 2026-2027 Ector County ISD Board of Trustees President.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

The following votes for Board Vice-President were cast:

Bob Thayer	Five (5) Votes
Steve Brown	One (1) Vote

Moved by Brown, seconded by Woodall to approve Bob Thayer as elected by majority vote to serve as the 2026-2027 Ector County ISD Board of Trustees Vice-President.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

The following votes for Board Secretary were cast:

Chris Stanley	Five (5) Votes
Wayne Woodall	One (1) Vote

Moved by Woodall, seconded by Brown to approve Chris Stanley as elected by majority vote to serve as the 2026-2027 Ector County ISD Board of Trustees Secretary.

For: Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27679 **Information Items**: The Board of Trustees were provided with the following information items: Financials, Purchases Over $100,000 Informational Report, and Routine Personnel Report.

27680 **Closing Remarks by Superintendent**: In closing remarks, Superintendent Dr. Keeley Boyer reminded Trustees there will be no board meetings in July.

27681 **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at p.m. 8:12 p.m.

_____	_____
Board President	**Board Secretary**
Tammy Hawkins	*Robert Thayer*



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 6/4/2026 to 8/5/2026

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	$ 48,083,001.05

ECTOR COUNTY ISD
CHECK REGISTER
06/04/2026 - 08/05/2026

DATE	PAYEE	AMOUNT
6/10	4IMPRINT INC	$ 32,295.22
6/10	ALL ABOARD AMERICA!	12,285.96
6/10	AMERIPRIDE SERVICES INC.	583.95
6/10	AVID CENTER	2,055.00
6/10	BUCK'S WHEEL & EQUIPMENT COMPANY	1,940.83
6/10	BUCK'S WHEEL & EQUIPMENT COMPANY	3,891.10
6/10	CDW-G	57,780.63
6/10	COMPUDATA SOLUTIONS LLC	743.98
6/10	HENRY SCHEIN INC	3,496.84
6/10	LAWSON PRODUCTS INC	858.28
6/10	MIDLAND SAFETY & HEALTH SALES	135.00
6/10	MSC INDUSTRIAL SUPPLY CO.	3,331.56
6/10	AIM MEDIA TEXAS OPERATING LLC	557.80
6/10	O'REILLY AUTO ENTERPRISES LLC	2,373.19
6/10	O REILLY AUTOMOTIVE STORES INC	309.71
6/10	PHONAK HEARING SYSTEMS LLC	238.99
6/10	DRI-STICK DECAL CORPORATION	1,504.76
6/10	SCHOOL OUTFITTERS LLC	3,347.88
6/10	SECURED DOCUMENT SHREDDING INC	718.72
6/10	SOUTHPAW ENTERPRISES	7,857.13
6/10	STEWART & STEVENSON LLC	754.04
6/10	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	5,590.00
6/10	THE BOSWORTH LTD	15,255.11
6/10	BROADWAY MOTORS INC	11,025.52
6/10	HTL OPERATING LLC	5,725.00
6/10	NAPA AUTO PARTS	158.57
6/10	NAPA AUTO PARTS	9,090.00
6/10	NAPA AUTO PARTS	149.35
6/10	ACCO BRANDS CORPORATION	2,361.20
6/10	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	335.39
6/10	SCHOOL SPECIALTY LLC	6,650.23
6/10	HALO BRANDED SOLUTIONS INC	2,745.50
6/17	4IMPRINT INC	708.24

6/17	AMERIPRIDE SERVICES INC.	589.45
6/17	AVID CENTER	4,290.00
6/17	BUCK'S WHEEL & EQUIPMENT COMPANY	790.49
6/17	CDW-G	4,470.39
6/17	AUTOMATIC ICE MACHINE	421.00
6/17	DIAMOND BUSINESS SERVICES INC	579.36
6/17	DUGAN'S BODY SHOP	13,997.31
6/17	FIRETROL PROTECTION SYSTEMS INC	78,977.00
6/17	NO TEARS LEARNING INC.	2,832.98
6/17	LAKESHORE LEARNING MATERIALS	8,427.94
6/17	MANSON WESTERN LLC	250.00
6/17	BAKER & PETSCHE PUBLISHING LLC	690.00
6/17	MEDLEY MATERIAL HANDLING CO	2,039.40
6/17	MSC INDUSTRIAL SUPPLY CO.	1,229.62
6/17	O REILLY AUTOMOTIVE STORES INC	362.69
6/17	REGION 13 EDUCATION SERVICE CENTER	690.08
6/17	SCHOLASTIC BOOK CLUB	14.18
6/17	SCHOOL OUTFITTERS LLC	1,741.10
6/17	TEXAS ASSOCIATION OF SCHOOL	725.00
6/17	THE BOSWORTH LTD	5,601.71
6/17	TRANE U.S. INC.	42,250.45
6/17	ULINE INC.	129.19
6/17	BROADWAY MOTORS INC	949.42
6/17	NAPA AUTO PARTS	234.28
6/17	NAPA AUTO PARTS	642.56
6/17	NAPA AUTO PARTS	494.80
6/17	FAMILY LEADERSHIP INC	360.00
6/17	TRANSMISSION SERVICE & SUPPLY INC	779.94
6/17	SEIDLITZ EDUCATION LLC	8,000.00
6/17	SANTIAGO SALOMON	2,931.45
6/17	STONE TOWER GRAFIX	716.40
6/17	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	257.04
6/17	WEST TEXAS FILTERS INC	23,609.75
6/17	BEST CHOICE COFFEE SERVICES LLC	185.48
6/17	BEST CHOICE COFFEE SERVICES LLC	627.72
6/17	SCHOOL SPECIALTY LLC	4,120.75
6/17	CENTURY RESOURCES LLC	136.60
6/24	AMERICAN SALES AND SERVICE INC	1,978.79

6/24	AMERIPRIDE SERVICES INC.	592.18
6/24	AVID CENTER	10,222.00
6/24	BSN SPORTS INC	1,098.36
6/24	CDW-G	79,620.21
6/24	AUTOMATIC ICE MACHINE	522.50
6/24	DAKTRONICS, INC	81,958.80
6/24	DAVID COWAN EQUIPMENT	1,200.00
6/24	DIAMOND BUSINESS SERVICES INC	314.00
6/24	DRAMATIC PUBLISHING	109.90
6/24	ETA HAND2MIND	1,167.36
6/24	FIRETROL PROTECTION SYSTEMS INC	368,333.00
6/24	HENRY SCHEIN INC	8,416.69
6/24	THE HON COMPANY LLC C/O OFFICEWISE	5,457.92
6/24	J W PEPPER & SON INC	788.74
6/24	LAKESHORE LEARNING MATERIALS	17,378.65
6/24	LOU'S CLINICAL LAB INC	1,572.00
6/24	LYON & HEALY WEST	291.21
6/24	O'REILLY AUTO ENTERPRISES LLC	170.30
6/24	REALLY GOOD STUFF LLC	11,424.94
6/24	SCHOLASTIC BOOK CLUB	887.93
6/24	SCIENCE SPECTRUM	567.00
6/24	SECURED DOCUMENT SHREDDING INC	76.25
6/24	SHERWIN WILLIAMS	3,940.92
6/24	THE BOSWORTH LTD	1,672.33
6/24	TRANE U.S. INC.	896.80
6/24	ULINE INC.	5,240.14
6/24	VARSITY SPIRIT FASHIONS & SUPPLIES LLC	11,735.90
6/24	WEST MUSIC CO	153.42
6/24	BROADWAY MOTORS INC	507.56
6/24	NAPA AUTO PARTS	260.74
6/24	NAPA AUTO PARTS	376.95
6/24	SANTIAGO SALOMON	7,310.74
6/24	STONE TOWER GRAFIX	1,388.13
6/24	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	364.25
6/24	BEST CHOICE COFFEE SERVICES LLC	371.68
6/24	SCHOOL SPECIALTY LLC	11,099.48
7/8	4IMPRINT INC	2,113.80
7/8	ALERT SERVICES INC	1,870.70

7/8	ALL ABOUT HEARING	600.00
7/8	AMERIPRIDE SERVICES INC.	1,184.36
7/8	B-LINE FILTER & SUPPLY INC	2,250.76
7/8	BUCK'S WHEEL & EQUIPMENT COMPANY	793.88
7/8	CDW-G	56,986.53
7/8	DEMIDEC RESOURCES	925.00
7/8	DUGAN'S BODY SHOP	4,424.01
7/8	ETA HAND2MIND	2,693.19
7/8	J W PEPPER & SON INC	2,096.00
7/8	LAKESHORE LEARNING MATERIALS	2,834.94
7/8	LYON & HEALY HARPS, INC	8,608.50
7/8	MSC INDUSTRIAL SUPPLY CO.	1,020.50
7/8	ODESSA WINLECTRIC	10,514.87
7/8	O'REILLY AUTO ENTERPRISES LLC	610.55
7/8	POSITIVE PROMOTIONS	11,015.24
7/8	SCHOOL DATEBOOKS INC	18,403.77
7/8	SECURED DOCUMENT SHREDDING INC	931.29
7/8	SHERWIN WILLIAMS	1,537.10
7/8	THE BOSWORTH LTD	3,650.00
7/8	TRANE U.S. INC.	52,465.00
7/8	UNITED STATES ACADEMIC	2,475.00
7/8	VWR INTERNATIONAL LLC	1,305.66
7/8	BROADWAY MOTORS INC	5,352.34
7/8	DEERE & COMPANY	13,710.77
7/8	FOLLETT SCHOOL SOLUTIONS INC	309.00
7/8	NAPA AUTO PARTS	251.06
7/8	NAPA AUTO PARTS	2,524.41
7/8	MULTICARE PLUS PLLC	4,425.00
7/8	SEIDLITZ EDUCATION LLC	7,183.10
7/8	STONE TOWER GRAFIX	3,055.75
7/8	TEXAS COUNCIL OF ADMINISTRATORS OF	4,000.00
7/8	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	326.09
7/8	WEST TEXAS FILTERS INC	8,314.45
7/8	BEST CHOICE COFFEE SERVICES LLC	219.48
7/8	SCHOOL SPECIALTY LLC	10,568.31
7/15	AVID CENTER	7,366.54
7/15	CDW-G	2,620.69
7/15	FLINN SCIENTIFIC INC	121,118.29

7/15	HENRY SCHEIN INC	248.76
7/15	INTERNATIONAL BACCALAUREATE ORGANIZATION	11,250.00
7/15	LAKESHORE LEARNING MATERIALS	1,298.31
7/15	NATIONAL ASSOCIATION OF	385.00
7/15	AIM MEDIA TEXAS OPERATING LLC	557.80
7/15	REALLY GOOD STUFF LLC	567.36
7/15	SECURED DOCUMENT SHREDDING INC	219.76
7/15	SOUTHEASTERN PERFORMANCE	31,976.38
7/15	THE BOSWORTH LTD	4,950.00
7/15	TRANE U.S. INC.	962,492.62
7/15	HTL OPERATING LLC	2,412.00
7/15	WEST TEXAS FILTERS INC	370.46
7/15	SCHOOL SPECIALTY LLC	876.80
7/15	MSC INDUSTRIAL SUPPLY CO.	359.04
7/15	SHERWIN WILLIAMS	307.60
7/22	4IMPRINT INC	4,814.80
7/22	CDW-G	588,239.04
7/22	EDUCATIONAL PRODUCTS INC.	1,497.00
7/22	LAKESHORE LEARNING MATERIALS	3,324.00
7/22	LOU'S CLINICAL LAB INC	3,031.00
7/22	MIDLAND SAFETY & HEALTH SALES	275.00
7/22	AIM MEDIA TEXAS OPERATING LLC	605.50
7/22	SCHOLASTIC BOOK FAIRS	7,777.95
7/22	SECURED DOCUMENT SHREDDING INC	451.16
7/22	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	8,090.00
7/22	THE BOSWORTH LTD	11,519.76
7/22	BARNES & NOBLE BOOKSELLERS	7,652.50
7/22	STONE TOWER GRAFIX	2,180.00
7/22	AUTOMATIC ICE MACHINE	272.00
7/22	MEDLEY MATERIAL HANDLING CO	977.67
7/22	MIDLAND SAFETY & HEALTH SALES	3,318.00
7/22	MSC INDUSTRIAL SUPPLY CO.	80.25
7/22	AIM MEDIA TEXAS OPERATING LLC	83.88
7/22	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	155.00
7/22	NAPA AUTO PARTS	2,654.79
7/22	TEXAS COUNCIL OF ADMINISTRATORS OF	1,400.00
7/22	BEST CHOICE COFFEE SERVICES LLC	439.30
7/29	ABSOLUTE FIRE PROTECTION INC	4,066.95

7/29	CDW-G	800.00
7/29	COMPUDATA SOLUTIONS LLC	160.00
7/29	ETA HAND2MIND	552.28
7/29	INTERNATIONAL BACCALAUREATE ORGANIZATION	15,935.00
7/29	ODESSA WINLECTRIC	1,581.00
7/29	POSITIVE PROMOTIONS	1,552.46
7/29	SCHOLASTIC BOOK FAIRS	5,638.90
7/29	SECURED DOCUMENT SHREDDING INC	2,333.02
7/29	TEXAS COMPUTER EDUCATION ASSOCIATION	149.00
7/29	TRANE U.S. INC.	38,595.84
7/29	SCHOOL SPECIALTY LLC	56,052.80
7/29	AMERIPRIDE SERVICES INC.	1,814.98
7/29	BUCK'S WHEEL & EQUIPMENT COMPANY	6,859.81
7/29	AUTOMATIC ICE MACHINE	919.82
7/29	MIDLAND SAFETY & HEALTH SALES	8,704.00
7/29	MSC INDUSTRIAL SUPPLY CO.	347.05
7/29	O'REILLY AUTO ENTERPRISES LLC	2,379.78
7/29	SHERWIN WILLIAMS	1,310.40
7/29	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	310.00
7/29	TRANE U.S. INC.	462.40
7/29	ULINE INC.	2,584.25
7/29	BROADWAY MOTORS INC	1,201.82
7/29	NAPA AUTO PARTS	583.72
7/29	NAPA AUTO PARTS	971.09
7/29	TOBII DYNAVOX LLC	5,094.40
7/29	BEST CHOICE RESTAURANTS LLC	270.51
7/29	WEST TEXAS FILTERS INC	12,727.91
8/5	AVID CENTER	30,921.00
8/5	CDW-G	1,130.24
8/5	LAKESHORE LEARNING MATERIALS	19.99
8/5	REGION 13 EDUCATION SERVICE CENTER	1,000.00
8/5	SCHOOL DATEBOOKS INC	51,562.83
8/5	SECURED DOCUMENT SHREDDING INC	1,411.22
8/5	WEISSMAN'S DESIGN FOR DANCE	5,608.05
8/5	BEST CHOICE RESTAURANTS LLC	1,325.96
8/5	SCHOOL SPECIALTY LLC	193.49
8/5	CENTURY RESOURCES LLC	1,615.54
8/5	AMERIPRIDE SERVICES INC.	592.18

8/5	CENTERS FOR CHILDREN & FAMILIES	2,250.00
8/5	LAWSON PRODUCTS INC	295.60
8/5	MIDLAND SAFETY & HEALTH SALES	2,262.00
8/5	MSC INDUSTRIAL SUPPLY CO.	770.66
8/5	O'REILLY AUTO ENTERPRISES LLC	954.98
8/5	REALLY GOOD STUFF LLC	630.40
8/5	SHERWIN WILLIAMS	454.55
8/5	BROADWAY MOTORS INC	490.00
8/5	TYLER BUSINESS FORMS	575.00
8/5	NAPA AUTO PARTS	957.21
8/5	NAPA AUTO PARTS	823.76
8/5	STONE TOWER GRAFIX	423.50
8/5	BEST CHOICE RESTAURANTS LLC	392.58
8/5	WEST TEXAS FILTERS INC	4,141.99
6/10	A-1 EMBROIDERY & SCREEN PRINTING	1,725.00
6/10	A3 COMMUNICATIONS INC	2,819.01
6/10	ACCELERATION ACADEMIES	64,130.00
6/10	ACTIVE INTERNET TECHNOLOGIES LLC	3,280.00
6/10	AIR TUTORS LLC	720.00
6/10	ALAN WILLIAMS	1,763.30
6/10	ALBERT J VALENCIA	139.13
6/10	ALICIA LIPPMAN	9.14
6/10	ALONDRA SANDATE	200.00
6/10	ALYIAH HERNANDEZ	31.96
6/10	ALYSSA DEANDA	552.80
6/10	AMANDA VESELY	53.96
6/10	AMAZON CAPITAL SERVICES	104,514.53
6/10	AMAZON CAPITAL SERVICES	5,789.92
6/10	ANDERTON GROUP II LTD	3,664.00
6/10	ANGELA JOHNSON	35.74
6/10	ANNIE ARREDONDO	48.36
6/10	APPLE, INC	14,036.00
6/10	ARIEL KLINKE	175.00
6/10	ASHLI SATTERWHITE	74.91
6/10	AT&T	72.15
6/10	AT&T	2,400.26
6/10	AT&T MOBILITY	67.24
6/10	ATHLETIC SUPPLY INC	71,702.92

6/10	ATKINS HOLLMAN JONES PEACOCK	16,489.93
6/10	AUDIO ACOUSTICS HEARING CENTERS	550.00
6/10	AVDILJI MANAGEMENT, INC	1,265.00
6/10	BENCHMARK EDUCATION COMPANY	499,042.70
6/10	BERTA SALDIBAR	945.45
6/10	BEVCAP MANAGEMENT LLC	132,767.38
6/10	BLAIR LAWSON	537.60
6/10	BLAKE MCDONALD	41.47
6/10	BLANCA LUJAN	44.23
6/10	DICK BLICK COMPANY	1,213.53
6/10	BRAKES AND WHEELS INC./ GORDO BROS	4,136.00
6/10	BROOKWOOD FARMS, INC.	6,188.00
6/10	CABLE ONE, INC.	1,457.00
6/10	CABLE ONE, INC.	1,008.26
6/10	CALPINE CORPORATION	947.13
6/10	CALPINE CORPORATION	161,105.28
6/10	CARMEN TORIANO	280.00
6/10	CASHWAY WEST, INC.	744.98
6/10	CENTURY GRAPHICS & SIGN INC	123.20
6/10	CHANCEY WESTFALL	338.00
6/10	CHARLES RICKS	1,116.21
6/10	NBCEC INC	1,345.41
6/10	CHLOE RUBIO	1,360.06
6/10	CHRIS STANLEY	1,054.69
6/10	CHRISTINA DUGAN	41.83
6/10	CHRISTINA LORRAINE BUTLER	60.00
6/10	COMMERCIAL FOOD SERVICE	5,563.41
6/10	CONNIE LYNN DRAGER	80.91
6/10	CORINA TARANGO	64.02
6/10	CRISTI SIMMONS	280.00
6/10	CRYSTAL MARQUEZ	552.80
6/10	CULLIGAN WATER CONDITIONING OF WEST TEXAS	225.54
6/10	CUSTOM WHOLESALE SUPPLY INC	18.87
6/10	CYNTHIA RUBALCADO	18.49
6/10	DANIEL BUSTAMANTE	182.27
6/10	DIANA ONTIVEROS IGLESIAS	2.25
6/10	DORA SANCHEZ	842.56
6/10	E-CONTROL SYSTEMS, INC.	29,652.00

6/10	ELAINE TAMPIPI	856.91
6/10	EMILY R CHASCO	43.94
6/10	ERIKA NATIVIDAD	107.66
6/10	FERGUSON FACILITIES SUPPLY	249.05
6/10	FIDENCIA GUTIERREZ	25.16
6/10	FIRST FINANCIAL ADMINISTRATORS	33,931.05
6/10	FIRST FINANCIAL ADMINISTRATORS	7,253.06
6/10	FIRST FINANCIAL ADMINISTRATORS	5,207.79
6/10	FIRST FINANCIAL ADMINISTRATORS	6,673.78
6/10	FIRST FINANCIAL ADMINISTRATORS	5,130.54
6/10	FIRST FINANCIAL ADMINISTRATORS	65,654.40
6/10	FIRST FINANCIAL ADMINISTRATORS	27,713.95
6/10	FIRST FINANCIAL ADMINISTRATORS	131,252.04
6/10	FIRST FINANCIAL ADMINISTRATORS	3,852.63
6/10	FOLLETT CONTENT SOLUTIONS LLC	538.46
6/10	FRANCESCA FLORANCE	34.08
6/10	G H DAIRY	5,426.25
6/10	GABRIEL KYLE MANALASTAS	110.42
6/10	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00
6/10	GALLAGHER CONSTRUCTION COMPANY LP	135,000.00
6/10	GALLAGHER CONSTRUCTION COMPANY LP	126,563.00
6/10	G & G INVESTMENTS INC	608.20
6/10	GARDENDALE WATER CO	61.00
6/10	GENEVA GARCIA	96.79
6/10	GERARDO JIMENEZ	4,672.70
6/10	GOPHER SPORT	604.44
6/10	GOPHER SPORT	39,620.30
6/10	GOT TO SPECIALTIES LLC	514.00
6/10	GRAINGER	2,185.43
6/10	GUADALUPE ALVARADO	552.80
6/10	HENTHORN COMMERCIAL CONSTRUCTION LLC	64,975.72
6/10	HENTHORN COMMERCIAL CONSTRUCTION LLC	120,572.07
6/10	HUMBERTO HERNANDEZ JR	16,601.08
6/10	HURT EXTERMINATING	2,680.00
6/10	RITCHIE VINCENT INC	4,775.00
6/10	IMPERIAL BAG & PAPER COMPANY LLC	1,047.06
6/10	JAMI LYN GATEWOOD	102.89
6/10	JASON WATSON	102.00

6/10	JEFF DANIELS	338.00
6/10	JENNIFER MILLER	400.00
6/10	JONN SIBLEY	155.82
6/10	JONN SIBLEY	222.72
6/10	JONN SIBLEY	169.36
6/10	JONN SIBLEY	241.43
6/10	JOSE ISACC CARILLO CONTRERAS	1,500.00
6/10	JOSE ISACC CARILLO CONTRERAS	700.00
6/10	JOSE RAPHAEL MASONSONG	112.23
6/10	JUANITA OCON	61.70
6/10	JUDY RAMIREZ	106.37
6/10	JUMBURRITO	512.37
6/10	K. B. SAFE & LOCK CO	850.50
6/10	KALIE HALL	745.61
6/10	KATHLEEN HARTY	1,428.82
6/10	KAYLEA BROOKS	745.61
6/10	KNOWSYS EDUCATIONAL SERVICES LLC	1,200.00
6/10	LABATT FOOD SERVICE	13,231.19
6/10	LAKRISHA RODRIGUEZ	10.44
6/10	LAURA SCHEILE	338.00
6/10	LAURA SIKES	123.11
6/10	LEASE SERVICING CENTER INC	23,334.60
6/10	LINDSAY K JONAS	43.57
6/10	LUCAS GONZALES MESA	186.00
6/10	LYNDSAY FREEMAN	37.92
6/10	M&M PARTY RENTALS LLC	1,199.00
6/10	MALLORY POMEROY	99.33
6/10	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	18,031.19
6/10	MARIA QUEJADO	552.80
6/10	MARK JOSHUA G.STODOMINGO	283.62
6/10	MATTHEW SPIVY	464.54
6/10	MELISSA O. AVILA	552.80
6/10	MELISSA QUINTELA	10.73
6/10	MID-TEX OF MIDLAND INC	66,229.00
6/10	MIKE SYVERSON	1,570.75
6/10	MORRIS ENTERPRISES LLC	4,765.56
6/10	MSB SCHOOL SERVICES LLC	0.60
6/10	N-TUNE MUSIC & SOUND INC	24,298.42

6/10	NATALIE GUARA	52.19
6/10	NATIONAL FOOD GROUP INC	51,814.40
6/10	NATIONAL INVENTORS HALL OF FAME	3,500.00
6/10	NAYELI OLIVAREZ	132.17
6/10	NEREIDA NIETO	778.80
6/10	NORA ISELA CRUZ	126.37
6/10	NUNEZ FENCE	19,600.00
6/10	ODESSA COLLEGE	172.91
6/10	ODESSA SIGN SOLUTION LLC	348.75
6/10	SEWCO INC	2,401.27
6/10	OLIVIA PORRAS	132.02
6/10	ANA BERRERA	300.00
6/10	DEANNA CHAVARRIA	49.55
6/10	NIKESHA PRANN	15.20
6/10	PATRICIA LOGAN	42.70
6/10	PENSKE COMMERCIAL VEHICLES US LLC	2,549.64
6/10	PERFECTION LEARNING CORPORATION	16,744.00
6/10	PSI JF PETROLEUM GROUP	2,307.11
6/10	PETROPLEX OFFICE SUPPLY	324.33
6/10	POSTMASTER	1,730.00
6/10	QUILL CORPORATION	5,637.54
6/10	RACHEL MADRID	32.48
6/10	RAY DOMINGUEZ	39.22
6/10	REBECCA ROMO	45.97
6/10	REBECCA TUCKER	200.00
6/10	RICKY HICKEY	2,756.00
6/10	RON KIRBY	3,300.00
6/10	ROSA HERNANDEZ	24.87
6/10	ROSAS CAFE & TORTILLA FACTORY LTD	657.23
6/10	ROSS JOHN LARA	117.89
6/10	ROSS JOHN LARA	80.84
6/10	RUBEN GARCIA	90.70
6/10	SALLY POOL	150.87
6/10	SAMANTHA NATIVIDAD	1,518.71
6/10	SARAH RODRIQUEZ	63.84
6/10	SARAH RODRIQUEZ	123.97
6/10	SARAH SUMMERSGILL	650.00
6/10	SCOTT MURI	3,333.33

6/10	SCOTT SHERWOOD TAYLOR	2,100.00
6/10	SCOTT WALKER	212.64
6/10	SHANNA MOORE	70.01
6/10	SHANNON CRISWELL	4.79
6/10	SHONA DEE ANN LEWIS	35.89
6/10	SIMS PLASTIC INC	787.75
6/10	STEVE BROWN	1,585.14
6/10	TAMBRE BURTON	1,245.54
6/10	TAMMY HAWKINS	1,585.14
6/10	TERRIE CARROLL	280.00
6/10	TERRY BRANDON UPCHURCH	338.00
6/10	TEXAS ASSOCIATION FOR	50.00
6/10	TEXAS SCOTTISH RITE HOSPITAL	18,980.00
6/10	TEXAS TECH UNIVERSITY K-12	120.00
6/10	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
6/10	TOP OF TEXAS PHOTOGRAPHY INC	90.20
6/10	BOBBY L BAILEY	2,750.00
6/10	TRISTAN CROWDER	140.21
6/10	TUXEDO CONNECT LLC	34,286.85
6/10	UNITED REFRIGERATION	740.22
6/10	UNITED STATES CELLULAR CORPORATION	196.16
6/10	VALERIA CONTRERAS	552.80
6/10	VALERIA RAMOS	200.00
6/10	VALERIE HELITON	86.50
6/10	VALERIE RIVERA	778.80
6/10	VICKIE C WUSTERBARTH	30.38
6/10	WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS PC	900.00
6/10	WALSWORTH PUBLISHING CO	4,984.29
6/10	WARREN POWER & MACHINERY	1,767.11
6/10	WAYNE JEROD WOODALL	1,585.14
6/10	WENGER CORPORATION	19,713.50
6/10	WEST TEXAS EDUCATORS	2,600.00
6/10	ZAPOPAN BUSINESS GROUP LLC	2,793.90
6/10	WORLD'S FINEST CHOCOLATE INC	11,224.00
6/10	YANIRA CASTILLO	32.77
6/17	DELILAH HERRERA	350.00
6/17	ANGEL ORTIZ	3,200.00
6/17	ALLBRIGHT & ASSOCIATES, INC	1,236.88

6/17	ALLEN TEINERT CONSTRUCTION	243,487.90
6/17	ALLEN TEINERT CONSTRUCTION	2,481,381.88
6/17	ALLEN TEINERT CONSTRUCTION	5,075,842.94
6/17	ALLEN TEINERT CONSTRUCTION	37,750.15
6/17	ALLEN TEINERT CONSTRUCTION	41,028.07
6/17	AMAZON CAPITAL SERVICES	74,116.64
6/17	AMAZON CAPITAL SERVICES	2,490.12
6/17	APRIL HORTON	34.29
6/17	AT&T	9,893.81
6/17	AT&T LONG DISTANCE	19.38
6/17	ATHLETIC SUPPLY INC	8,328.14
6/17	ATHLETIC SUPPLY INC	25,350.00
6/17	ATMOS ENERGY	44.60
6/17	ATMOS ENERGY	13,856.88
6/17	AVDILJI MANAGEMENT, INC	1,300.00
6/17	BIG BEND TELECOM LTD	4,902.52
6/17	BILLIE GAMBOA	128.48
6/17	BIMBO BAKERIES USA	1,520.25
6/17	BLUE STAR BUS SALES LTD	1,764.04
6/17	BLUE TRITON BRANDS, INC	60.40
6/17	BLUEFIN LLC	17,325.86
6/17	BLUEFIN LLC	4,680.00
6/17	BLUEFIN LLC	19,004.70
6/17	BROOK ADAMS	3,380.00
6/17	CALPINE CORPORATION	93.47
6/17	CALPINE CORPORATION	2,530.45
6/17	CALPINE CORPORATION	126,657.26
6/17	CENTURY GRAPHICS & SIGN INC	3,689.98
6/17	CHANTAL HERNANDEZ	124.63
6/17	CITY OF ODESSA WATER DEPT	214,872.55
6/17	CONTROL TECHNOLOGIES INC	20,994.26
6/17	CTBOOK HOLDINGS	276.00
6/17	CULLIGAN WATER CONDITIONING OF WEST TEXAS	1,182.75
6/17	CUSTOM WHOLESALE SUPPLY INC	136.89
6/17	CYNTHIA SUE BISHOP	7,750.00
6/17	D.T. HOUSE MOVERS LLC	850.00
6/17	DALE'S ALIGNMENT & BRAKE SERVICE INC	333.00
6/17	DANA SAFETY SUPPLY	10,959.75

6/17	DANIEL RAMIREZ	200.00
6/17	DAVID STAVA	1,153.00
6/17	DBH MIDLAND LLC	715.00
6/17	DOMTECH ELECTRICAL AND CONTROLS LLC	4,686.00
6/17	ECTOR COUNTY APPRAISAL DIST	551,555.31
6/17	ECTOR COUNTY UTILITY DISTRICT	10,851.73
6/17	ERICK SALGADO	2,412.85
6/17	FERGUSON FACILITIES SUPPLY	401.63
6/17	FOLLETT CONTENT SOLUTIONS LLC	2,052.10
6/17	G H DAIRY	647.10
6/17	G T DISTRIBUTORS INC	3,267.32
6/17	GALLAGHER CONSTRUCTION COMPANY LP	7,380.12
6/17	G & G INVESTMENTS INC	282.00
6/17	GARDENDALE WATER CO	342.00
6/17	GARY CUNNINGHAM	61.63
6/17	GERARDO JIMENEZ	1,800.00
6/17	GOT TO SPECIALTIES LLC	1,233.00
6/17	GRAINGER	2,483.46
6/17	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
6/17	GRANDE COMMUNICATIONS NETWORK LLC	3,128.22
6/17	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
6/17	HEUTINK USA	4,160.55
6/17	HILBERTO OCHOA	340.00
6/17	HOME DEPOT USA INC - STORE #562	4,882.86
6/17	HUGHES SERVICES FLOORING, LP	22,913.00
6/17	HUMBERTO HERNANDEZ JR	510.00
6/17	IN DEPTH EVENTS INC	9,195.00
6/17	KEVIN D BALLARD INC	595.00
6/17	JACE SCHREIBER	70.91
6/17	JACLYN THOMAS	12.47
6/17	JANET BELL	200.00
6/17	JANET VILLALOBOS	6,404.85
6/17	JAVIER RUIZ	690.10
6/17	JEREMY CORBELL	700.00
6/17	JESSICA SANTANA	1,532.46
6/17	JIEUN PANDO	200.00
6/17	LABATT FOOD SERVICE	3,852.66
6/17	LUISANA MAURICIO	88.46

6/17	LUNCH MONY INC	683.00
6/17	LYDIA V. BAEZA	1,532.46
6/17	M-PAK INC	188.17
6/17	MAEGANNE PEQUIRO	6,140.80
6/17	MALLORY POMEROY	200.00
6/17	MANUELA NAJERA	7,003.65
6/17	MARGARITA CORRAL	200.00
6/17	MARIA ORTIZ	249.66
6/17	MARK HARRIS HJ INC	301.42
6/17	MARTINA LOPEZ	2,045.00
6/17	MELINDA MCCARTY	1,532.46
6/17	MICHAEL JOE WILLIAMSON	44.81
6/17	MIGHTY WASH OPERATIONS LLC	1,350.00
6/17	MIKE SYVERSON	136.00
6/17	MONK HOLDINGS LLC	36.00
6/17	MOTOROLA SOLUTIONS, INC.	462.26
6/17	MSB SCHOOL SERVICES LLC	289.79
6/17	NANCY COOK	200.00
6/17	NATIONAL EDUCATORS LAW INSTITUTE	210.00
6/17	NICHOLE LOGAN	200.00
6/17	NIMBUS DRINKING WATER SYSTEMS LTD	178.00
6/17	NORA ISELA CRUZ	200.00
6/17	ODESSA COLLEGE	122,341.00
6/17	ODESSA SIGN SOLUTION LLC	440.00
6/17	ODESSA SIGN SOLUTION LLC	25.00
6/17	SEWCO INC	37,989.64
6/17	ONCE RAMOS LLC	2,155.00
6/17	ANNA RODRIGUEZ	300.00
6/17	ANNA RODRIGUEZ	300.00
6/17	CINDY QUEZADA	43.00
6/17	LAURA GONZALEZ	96.75
6/17	OTICON INC	835.99
6/17	PARTS TOWN, LLC	740.38
6/17	PBK ARCHITECTS, INC	5,000.00
6/17	PBK ARCHITECTS, INC	45,000.00
6/17	PERMIAN DIESEL & TRANSMISSION SERVICE LLC	9,972.35
6/17	PETROPLEX OFFICE SUPPLY	7,572.00
6/17	PRECISION BUSINESS MACHINES INC	15,349.00

6/17	LAURA G HUNT	836.26
6/17	REBECCA CUEVAS	200.00
6/17	REGION 18 EDUCATION SERVICE CENTER	6,344.53
6/17	REGION 18 EDUCATION SERVICE CENTER	725.00
6/17	RICKY HICKEY	1,244.80
6/17	ROSAS CAFE & TORTILLA FACTORY LTD	335.60
6/17	SAFEBUILT TEXAS LLC	8,666.21
6/17	SCANNING PENS INC.	20,141.48
6/17	SEPHARINE BUGAYONG	1,146.15
6/17	THE SEWELL FAMILY OF COMPANIES INC	78.86
6/17	SHONA DEE ANN LEWIS	73.44
6/17	SIERRA HALL	350.00
6/17	SIMS PLASTIC INC	564.54
6/17	SKUTT CERAMIC PRODUCTS INC	328.57
6/17	SONNY NARVAIZ	76.71
6/17	STEMARCO DESIGN LLC	257.44
6/17	STEPHANIE FRANCO	770.10
6/17	TABITHA HONEYFIELD	200.00
6/17	TEXAS BOOK COMPANY	417.00
6/17	TEXAS ASSOCIATION OF SCHOOL BOARDS	2,929.40
6/17	THE MCADAMS GROUP, LLC	169.20
6/17	THE RON CLARK ACADEMY	15,050.00
6/17	TREVOR PRESLAR	1,350.00
6/17	TROPHY DEN	595.28
6/17	UNITED REFRIGERATION	715.33
6/17	UNIVERSE TECHNICAL TRANSLATION INC	312.00
6/17	VERIZON WIRELESS SERVICES LLC	3,481.64
6/17	VERIZON WIRELESS SERVICES LLC	230.69
6/17	VERIZON WIRELESS SERVICES LLC	336.15
6/17	VITAL SIGNS DOT DESIGN LLC	888.10
6/17	WILLIAM UTSLER	200.00
6/17	ZAPOPAN BUSINESS GROUP LLC	1,271.59
6/17	WR CONSTRUCTION INC	121,866.64
6/24	A3 COMMUNICATIONS INC	180,040.73
6/24	ANGEL ORTIZ	3,200.00
6/24	ACE MART RESTAURANT SUPPLY CO	243,606.46
6/24	AIRGAS USA LLC	8,719.50
6/24	ALAN WILLIAMS	1,926.99

6/24	ALISHA BUSS HOLGUIN	211.00
6/24	ALLEN TEINERT CONSTRUCTION	1,481,566.81
6/24	ALLIANCE RECOVERY LLC	90.00
6/24	ALYSSA DEUTSCH	80.84
6/24	AMAZON CAPITAL SERVICES	64,742.51
6/24	AMBROSIA RODRIGUEZ	280.00
6/24	AMERICAN FAMILY LIFE & CANCER	6.00
6/24	ANDREA ELIZABETH PEREA	280.00
6/24	ANGELICA GOMEZ	280.00
6/24	ANNIE NELSON	219.89
6/24	APPLE, INC	5,179.00
6/24	ASSOCIATION OF TEXAS	2,994.93
6/24	ATHLETIC SUPPLY INC	57,461.53
6/24	B&H FOTO & ELECTRONICS CORP	324.81
6/24	BECKY QUIROZ	169.29
6/24	BLAIR LAWSON	35.00
6/24	BLAIR LAWSON	219.00
6/24	BLUE STAR BUS SALES LTD	135.18
6/24	BOSS DEZIGNS	448.00
6/24	BRAZOS DOOR & HARDWARE	22,600.00
6/24	BRIANNA MCDOWELL	1,714.00
6/24	CASIE GRANADO	213.00
6/24	CENTRAL NATIONAL GOTTESMAN INC	5,100.80
6/24	CHARLES OLIVIER	464.00
6/24	NBCEC INC	971.57
6/24	CHRISTINA LORRAINE BUTLER	219.00
6/24	CIRCLE P RANCH SUPPLY INC	7,350.86
6/24	CITY OF ODESSA	7,644.34
6/24	CLAUDIA LOPEZ	280.00
6/24	COLLEGE ENTRANCE EXAMINATION BOARD	280,646.00
6/24	COMMAND COMMISSIONING LLC	3,750.00
6/24	CONSCIOUS DISCIPLINE HOLDINGS LLC	3,698.00
6/24	CUMMINS SOUTHERN PLAINS LLC	4,702.14
6/24	CUSTOM WHOLESALE SUPPLY INC	1,024.44
6/24	CYNTHIA SALAZAR	32.62
6/24	DANIEL RAMIREZ	207.35
6/24	DBH MIDLAND LLC	6,250.00
6/24	C/O DELL USA L.P.	30,974.00

6/24	E-THERAPY INTERMEDIATE INC	2,058.00
6/24	ECISD HORTICULTURE	816.16
6/24	ECISD EDUCATION FOUNDATION	489.00
6/24	ELEVATE YOUR CLASSROOM	1,200.00
6/24	ELIZABETH AVILA	211.00
6/24	ELIZABETH GRAY	35.16
6/24	ELIZABETH GRAY	1,476.48
6/24	ELSA ENRIQUEZ	42.19
6/24	ELUMA LLC	91,920.00
6/24	EMERALD PANDO	238.00
6/24	EWELL EDUCATIONAL SERVICES, INC.	140.00
6/24	EXAM EDGE LLC	1,750.00
6/24	FIRST FINANCIAL ADMINISTRATORS	28,711.27
6/24	FIRST FINANCIAL ADMINISTRATORS	12,430.00
6/24	FIRST FINANCIAL ADMINISTRATORS	75,014.43
6/24	FIRST FINANCIAL ADMINISTRATORS	2,725.00
6/24	FIRST FINANCIAL ADMINISTRATORS	50.00
6/24	FIRST FINANCIAL ADMINISTRATORS	100.00
6/24	FIRST FINANCIAL ADMINISTRATORS	14,716.50
6/24	FIRST FINANCIAL ADMINISTRATORS	901.27
6/24	FIRST FINANCIAL ADMINISTRATORS	6,743.47
6/24	FIRST FINANCIAL ADMINISTRATORS	4,751.22
6/24	FIRST FINANCIAL ADMINISTRATORS	6,288.06
6/24	FIRST FINANCIAL ADMINISTRATORS	4,571.04
6/24	FIRST FINANCIAL ADMINISTRATORS	5,026.71
6/24	FIRST FINANCIAL ADMINISTRATORS	61,279.53
6/24	FIRST FINANCIAL ADMINISTRATORS	25,904.13
6/24	FIRST FINANCIAL ADMINISTRATORS	122,578.44
6/24	FIRST FINANCIAL ADMINISTRATORS	2,086.83
6/24	FOLLETT CONTENT SOLUTIONS LLC	1,729.14
6/24	G H DAIRY	2,254.95
6/24	GALLAGHER CONSTRUCTION COMPANY LP	7,380.12
6/24	G & G INVESTMENTS INC	456.00
6/24	GARDENDALE WATER CO	265.00
6/24	GERARDO JIMENEZ	1,710.00
6/24	GILLIAN HERRERA	1,178.18
6/24	GOPHER SPORT	99.90
6/24	GRAINGER	2,467.96

6/24	GREGORY WHITE	4,000.00
6/24	HASKELL RESTAURANT GROUP2 LLC	2,641.77
6/24	HEALTH SERVICES ADMINISTRATION	366.20
6/24	HEALTH SERVICES ADMINISTRATION	26,638.17
6/24	HECTOR LIMON	315.63
6/24	HECTOR LIMON	283.00
6/24	HENTHORN COMMERCIAL CONSTRUCTION LLC	13,651.55
6/24	HILDA GONZALES	14.14
6/24	HILDA GONZALES	38.06
6/24	HIS PAINT MANUFACTURING COMPANY LLC	7,783.00
6/24	HOME DEPOT USA INC - STORE #562	1,322.24
6/24	IDALETH TAVAREZ	219.00
6/24	RITCHIE VINCENT INC	126.00
6/24	IMPERIAL BAG & PAPER COMPANY LLC	785.14
6/24	INES CORRAL	3,600.00
6/24	ISABEL CARDONA	88.67
6/24	KEVIN D BALLARD INC	231.75
6/24	JANET VILLALOBOS	598.80
6/24	JNT RESOURCES PARTNERS, LP	1,165.52
6/24	JNT RESOURCES PARTNERS, LP	23,379.22
6/24	JNT RESOURCES PARTNERS LP	38,381.99
6/24	JOHN LUCIO	1,476.48
6/24	JUAN NAVARRETE	280.00
6/24	JULIA PAREDEZ	59.45
6/24	JUMBURRITO	181.40
6/24	KRISTA M VIVIAN	283.00
6/24	KRONOS INC.	8,580.00
6/24	LABATT FOOD SERVICE	1,667.29
6/24	LANCE HARTMAN	45.00
6/24	LAURA SAMANIEGO	43.28
6/24	LEASE SERVICING CENTER INC	10,484.09
6/24	LEE CONSTRUCTION & MAINTENANCE COMPANY	64,547.55
6/24	LETKEMAN INDUSTRIES INC	16,800.00
6/24	LIBERTY PAPER	24,007.20
6/24	LIDIA C VALENZUELA	116.29
6/24	LUNCH MONY INC	979.30
6/24	MAEGAN MEDRANO	145.80
6/24	MAGDA RODRIGUEZ	33.93

6/24	MARIA ALEJANDRA CACERES MARTINEZ	115.21
6/24	MARIA HERNANDEZ	24.00
6/24	MARLIN LEASING CORPORATION	521.88
6/24	MAURICIO MARQUEZ	120.00
6/24	MIDLAND ODESSA URBAN TRANSIT DISTRICT	710.00
6/24	MIKE SYVERSON	3,084.00
6/24	MOBILE COMMUNICATION AMERICA INC	6,740.00
6/24	MSB SCHOOL SERVICES LLC	1,165.86
6/24	N-TUNE MUSIC & SOUND INC	35,664.47
6/24	NANCY VILLANUEVA	280.00
6/24	NAOMI FUENTES	213.00
6/24	NETSYNC NETWORK SOLUTIONS	30,113.50
6/24	STATE OF NEW MEXICO	300.00
6/24	NIMBUS DRINKING WATER SYSTEMS LTD	52.00
6/24	NUNEZ FENCE	4,300.00
6/24	ODESSA COLLEGE	186,071.00
6/24	ODESSA SIGN SOLUTION LLC	2,925.00
6/24	OFFICEWISE COMMERCIAL INTERIORS LLC	45,227.56
6/24	SEWCO INC	6,022.00
6/24	PALMETTO AIR GROUP INC	59,672.00
6/24	PARKHILL, SMITH & COOPER, INC.	12,853.39
6/24	PBK ARCHITECTS, INC	45,000.00
6/24	PETRA ELISA GONZALEZ	23.00
6/24	PETROPLEX OFFICE SUPPLY	22,108.48
6/24	RAUL SANCHEZ	199.20
6/24	REGION 18 EDUCATION SERVICE CENTER	770.00
6/24	REGION 18 EDUCATION SERVICE CENTER	475.00
6/24	RICHARD A. ONTIVEROZ	22.95
6/24	ROBERTO TREJO	120.00
6/24	ROBERTS TRUCK CENTER OF TEXAS	837.33
6/24	ROBIN HERRINGTON	3,316.56
6/24	ROSA DELAROSA	121.22
6/24	ROSAS CAFE & TORTILLA FACTORY LTD	1,735.00
6/24	ROSHELL D CAUFIELD	1,600.00
6/24	SANDRA G LOPEZ	279,640.12
6/24	SANDRA VALDERAZ	213.00
6/24	SENOVIO ORTIZ	211.00
6/24	THE SEWELL FAMILY OF COMPANIES INC	611.02

6/24	SHELBYE HILL	236.00
6/24	SIMS PLASTIC INC	908.21
6/24	SKILLSUSA TEXAS	5,655.00
6/24	STEPHANIE CASTILLO	211.00
6/24	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
6/24	SWEETWATER SOUND LLC	8,945.00
6/24	TARA WILSON	2,000.00
6/24	TARPLEY MUSIC COMPANY	2,228.57
6/24	TARPLEY MUSIC COMPANY	272.61
6/24	TEXAS AFT AMP	247.50
6/24	TASB, INC	1,110.00
6/24	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	114.00
6/24	TEXAS DEPARTMENT OF LICENSING AND REGULATION	940.00
6/24	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	261.30
6/24	TEXAS FOREIGN LANGUAGE ASSOCIATION	40.00
6/24	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	105.70
6/24	TEXAS LIFE INSURANCE CO	139,881.26
6/24	TEXAS STATE TEACHERS ASSOCIATION	34,649.46
6/24	TEYSHA TINDOL	1,476.48
6/24	THE CINCINNATI LIFE INS. CO	10.02
6/24	THE CINCINNATI LIFE INS. CO	160.01
6/24	THE CLAVIER GROUP INC	680.00
6/24	THE RON CLARK ACADEMY	256.04
6/24	THELMA CHAPA	198.27
6/24	THOMAS GONZALES	291.24
6/24	TOM M. CARRIZALES	3,493.00
6/24	TOMMY HAWKINS CONSTRUCTION, INC.	98,000.00
6/24	TOP OF TEXAS PHOTOGRAPHY INC	1,465.42
6/24	TRACEY BORCHARDT	403.10
6/24	TROPHY DEN	1,493.10
6/24	TUXEDO CONNECT LLC	42,856.75
6/24	TXCPSO INC. NORTHWEST PLAINS REGION CPSO	250.00
6/24	TYKEEM QUAMAINE RAINEY	4,000.00
6/24	UNITED REFRIGERATION	1,551.41
6/24	UNITED WAY OF ODESSA	2,570.06
6/24	THE UNIVERSITY OF TEXAS AT AUSTIN	400.00
6/24	VERIZON WIRELESS SERVICES LLC	151.96
6/24	VERIZON WIRELESS SERVICES LLC	151.96

6/24	VERIZON WIRELESS SERVICES LLC	2,944.85
6/24	VICTORIA MARTIN	213.00
6/24	VICTORIA SMITH	236.00
6/24	VITAL SIGNS DOT DESIGN LLC	126.60
6/24	RANCH SUPPLY OF ODESSA	1,831.15
6/24	WEST TEXAS EDUCATORS	180,498.91
6/24	YARELY ORONA	236.00
6/29	DANA DEBOSE	5.51
6/29	ECISD EDUCATION FOUNDATION	38,021.91
6/29	ECISD EDUCATION FOUNDATION	7,110.11
6/29	GENA VALENTINE	700.00
6/29	LISA LOZANO	88.74
6/29	MAGALIY NAVARRETE	60.10
6/29	GRANICUS LLC DEPT 880806	16,680.00
6/29	LAURA S MORALES	500.00
6/29	TEXAS TECH HEALTH SCIENCES CTR	60.00
6/29	TEXAS TECH HEALTH SCIENCES CTR	60.00
6/29	THE RON CLARK ACADEMY	496.76
7/8	A3 COMMUNICATIONS INC	74,390.71
7/8	ANGEL ORTIZ	18,000.00
7/8	AIRGAS USA LLC	438.83
7/8	ALAN WILLIAMS	5,730.24
7/8	ALLEN TEINERT CONSTRUCTION	6,085.57
7/8	AMAZON CAPITAL SERVICES	58,481.97
7/8	ANDERTON GROUP II LTD	27,734.50
7/8	AT&T MOBILITY	67.24
7/8	ATHLETIC SUPPLY INC	9,003.64
7/8	ATKINS HOLLMAN JONES PEACOCK	58,838.37
7/8	AUDIO ACOUSTICS HEARING CENTERS	770.00
7/8	BACKYARD BRAINS INC	170.04
7/8	BATTERIES UNLIMITED WTX LLC	259.50
7/8	BLUE STAR BUS SALES LTD	2,867.73
7/8	BRIGHTLY SOFTWARE INC	70,281.76
7/8	CALPINE CORPORATION	171,607.61
7/8	CAROLINA BIOLOGICAL SUPPLY CO	439.48
7/8	CIRCLE P RANCH SUPPLY INC	751.44
7/8	CONNIE LYNN DRAGER	51.62
7/8	CTO ENTERPRISES	2,320.00

7/8	CULLIGAN WATER CONDITIONING OF WEST TEXAS	375.04
7/8	CUSTOM WHOLESALE SUPPLY INC	410.11
7/8	DANA SAFETY SUPPLY	2,253.02
7/8	DAVID STAVA	1,552.00
7/8	DIANE SOLLIS	75.19
7/8	FIRST FINANCIAL ADMINISTRATORS	25,767.96
7/8	FOLLETT CONTENT SOLUTIONS LLC	506.83
7/8	G H DAIRY	1,627.95
7/8	GARDENDALE WATER CO	134.00
7/8	GERARDO JIMENEZ	5,130.00
7/8	GOPHER SPORT	3,849.10
7/8	GRAINGER	2,825.31
7/8	DICKEY'S BARBECUE PIT ODESSA	924.83
7/8	HOME DEPOT USA INC - STORE #562	4,230.51
7/8	HURT EXTERMINATING	10,150.00
7/8	ILO GROUP LLC	5,000.00
7/8	IMPACT PROMOTIONAL SERVICES LLC	2,379.86
7/8	IMPERIAL BAG & PAPER COMPANY LLC	23,742.10
7/8	INES CORRAL	1,800.00
7/8	LABATT FOOD SERVICE	981.65
7/8	M-PAK INC	119.50
7/8	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	14,718.33
7/8	MARLIN LEASING CORPORATION	276.70
7/8	MARLIN LEASING CORPORATION	436.32
7/8	MARLIN LEASING CORPORATION	295.96
7/8	MICAH PETTIGREW	29.15
7/8	MIRIAM NAVARRETE RAMIREZ	40.38
7/8	MOBILE COMMUNICATION AMERICA INC	2,250.00
7/8	N-TUNE MUSIC & SOUND INC	1,700.00
7/8	ODESSA FAMILY YMCA	75.00
7/8	OFFICEWISE COMMERCIAL INTERIORS LLC	19,149.86
7/8	SEWCO INC	1,691.06
7/8	ONCE RAMOS LLC	1,175.85
7/8	KARINA LUJAN	61.75
7/8	SONIA VALENZUELA	45.25
7/8	OPAL BOOZ & ASSOC	1,860.00
7/8	PARAMOUNT PEST SERVICES LLC	15,558.00
7/8	PARKHILL, SMITH & COOPER, INC.	50,838.49

7/8	PARKHILL, SMITH & COOPER, INC.	91,598.58
7/8	PATHWAYZ COMMUNICATIONS INC	5,437.20
7/8	PENSKE COMMERCIAL VEHICLES US LLC	303.36
7/8	SHANNON D GAYLOR	8,926.40
7/8	PSI JF PETROLEUM GROUP	29,037.50
7/8	PETROPLEX OFFICE SUPPLY	272.29
7/8	PRECISION BUSINESS MACHINES INC	435.96
7/8	ROBERTS TRUCK CENTER OF TEXAS	570.48
7/8	RODRIGUEZ DRYWALL & PAINT CO	7,500.00
7/8	SANDRA G LOPEZ	252,567.27
7/8	SANSI NORTH AMERICA, LLC	140,395.50
7/8	SCARBOROUGH SPECIALTIES, INC	142.00
7/8	THE SEWELL FAMILY OF COMPANIES INC	4,205.07
7/8	SIMS PLASTIC INC	3,092.37
7/8	SINGER EQUIPMENT COMPANY INC	6,058.90
7/8	STEMARCO DESIGN LLC	1,345.95
7/8	STEPHANIE WRIGHT	242.82
7/8	STOUT IMAGES, INC.	6,534.66
7/8	STRIVE PUBLIC POLICY RESOURCES LLC	7,200.00
7/8	SWEET PIZZA LLC	75.49
7/8	TAYLOR KATHRYN LAING	44.16
7/8	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	2,640.00
7/8	TEXAS EXCAVATION SAFETY SYSTEM, INC.	20.70
7/8	THINK BIG LEARNING INC	3,500.00
7/8	TUXEDO CONNECT LLC	15,050.00
7/8	UNITED REFRIGERATION	2,836.30
7/8	VANESSA CASTILLO	4,800.00
7/8	VERIZON WIRELESS SERVICES LLC	462.28
7/8	VITAL SIGNS DOT DESIGN LLC	269.50
7/8	WESTERN-BRW PAPER CO INC	10,237.86
7/8	WHITMORE MANUFACTURING LLC	18,506.21
7/8	YVETTE ABILA	121.81
7/8	AMARILIS VELEZ ORTIZ	670.90
7/8	BERTA SALDIBAR	835.00
7/8	DARREN POOL	200.00
7/8	EVELYN FRAUSTO	340.00
7/8	PETTY CASH	4,000.00
7/8	JACLYN PERRIN	340.00

7/8	JENNIFER RICHARDS	340.00
7/8	JESSICA REDMAN	611.55
7/8	LAUREN TAVAREZ	489.38
7/8	MARIBEL HERNANDEZ	789.88
7/8	PERLA QUINTANA	834.00
7/8	SELENA HOLGUIN	340.00
7/8	SONIA ROCHA	341.00
7/8	VERENICE SEVILLA	340.00
7/8	VIRGINIA HUNT	834.00
7/15	A TEX RESTAURANT SUPPLY INC	151,448.17
7/15	AIR TUTORS LLC	1,260.00
7/15	ALBERT J VALENCIA	120.20
7/15	ALLEN TEINERT CONSTRUCTION	54,006.55
7/15	AMAZON CAPITAL SERVICES	106,370.18
7/15	AMAZON CAPITAL SERVICES	9,046.88
7/15	AMAZON CAPITAL SERVICES	137.93
7/15	ANH NGUYEN	53.00
7/15	ASHLEY M DUNN	16.82
7/15	ATHLETIC SUPPLY INC	18,152.50
7/15	ATHLETIC SUPPLY INC	20,159.08
7/15	ATHLETIC SUPPLY INC	7,822.80
7/15	ATMOS ENERGY	9,132.02
7/15	ATMOS ENERGY	43.95
7/15	BEVCAP MANAGEMENT LLC	142,994.79
7/15	BLAKE MCDONALD	37.48
7/15	BLUE TRITON BRANDS, INC	60.40
7/15	BLUEFIN LLC	51,800.69
7/15	BRAZOS DOOR & HARDWARE	35,570.00
7/15	BRUCKNER TRUCK SALES INC	119,789.00
7/15	CALPINE CORPORATION	128,509.70
7/15	CALPINE CORPORATION	93.00
7/15	CELEBRATE SUCCESSFUL LEARNING LLC	25,238.74
7/15	CHANTAL HERNANDEZ	8.70
7/15	NBCEC INC	1,236.20
7/15	CITY OF ODESSA WATER DEPT	185,336.23
7/15	CLAUDIA GRANADOS	38.72
7/15	CONSUELO RODRIGUEZ	73.62
7/15	CRYSTAL CAMPBELL	490.10

7/15	CRYSTAL CAMPBELL	503.88
7/15	CURRICULUM ASSOCIATES INC	16,100.00
7/15	DANIEL BUSTAMANTE	97.51
7/15	DIAMOND MOWERS LLC	2,984.32
7/15	ECTOR COUNTY UTILITY DISTRICT	9,607.08
7/15	EIS HOLDING LLC	107,089.50
7/15	EMILY R CHASCO	57.42
7/15	FIRST FINANCIAL ADMINISTRATORS	21,312.89
7/15	FOLLETT CONTENT SOLUTIONS LLC	108.06
7/15	GABRIEL KYLE MANALASTAS	105.27
7/15	GALLAGHER CONSTRUCTION COMPANY LP	261,563.00
7/15	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00
7/15	GALLAGHER CONSTRUCTION COMPANY LP	7,380.12
7/15	GEORGE F GOMEZ	3,480.00
7/15	HELLAS CONSTRUCTION INC	415,490.00
7/15	HELM PROMOTIONS LLC	465.97
7/15	HENTHORN COMMERCIAL CONSTRUCTION LLC	519,630.05
7/15	HOME DEPOT USA INC - STORE #562	3,845.12
7/15	IDALETH TAVAREZ	349.09
7/15	INES CORRAL	97,260.00
7/15	JAMI LYN GATEWOOD	27.64
7/15	JOSE ISACC CARILLO CONTRERAS	2,600.00
7/15	JOSE RAPHAEL MASONSONG	57.86
7/15	KRONOS INC.	173,183.40
7/15	LAKE COUNTRY CHEVROLET INC	82,458.58
7/15	LAKE COUNTRY CHEVROLET INC	82,458.58
7/15	LEE CONSTRUCTION & MAINTENANCE COMPANY	314,927.57
7/15	LONE STAR FURNISHINGS LLC	5,186.00
7/15	LUISANA MAURICIO	10.88
7/15	LUNCH MONY INC	1,100.80
7/15	THE MARIACHI CONNECTION, INC.	1,899.50
7/15	MARK JOSHUA G.STODOMINGO	128.90
7/15	MEDLEY MATERIAL HANDLING CO	43,931.86
7/15	MID-TEX OF MIDLAND INC	128,153.00
7/15	MSB SCHOOL SERVICES LLC	9.90
7/15	NEXTGEN SECURITY	91,448.00
7/15	ODESSA SIGN SOLUTION LLC	280.00
7/15	ODESSA SIGN SOLUTION LLC	25.00

7/15	OFFICEWISE COMMERCIAL INTERIORS LLC	7,321.10
7/15	SEWCO INC	13,886.32
7/15	OLIVIA PORRAS	100.20
7/15	CENTERGIX	17,151.00
7/15	PARKHILL, SMITH & COOPER, INC.	324,358.75
7/15	PARKHILL, SMITH & COOPER, INC.	5,226.77
7/15	PARKHILL, SMITH & COOPER, INC.	7,702.50
7/15	PSI JF PETROLEUM GROUP	813.50
7/15	PIRAINO CONSULTING, INC	249,174.70
7/15	PIRAINO CONSULTING, INC	12,675.01
7/15	PROJECT LEAD THE WAY INC	7,200.00
7/15	RAY DOMINGUEZ	59.74
7/15	REBECCA TUCKER	503.88
7/15	RICHARD A. ONTIVEROZ	102.00
7/15	ROBERTO TREJO	490.10
7/15	ROSEMARY VALADEZ	102.00
7/15	ROSS JOHN LARA	86.50
7/15	RUBEN GARCIA	71.70
7/15	SCOTT WALKER	51.91
7/15	SONOVA USA INC	238.99
7/15	STEPHANIE WRIGHT	115.67
7/15	SWEET PIZZA LLC	338.00
7/15	TRISTAN CROWDER	64.31
7/15	TUXEDO CONNECT LLC	20,000.00
7/15	VERIZON WIRELESS SERVICES LLC	6,515.80
7/15	VERIZON WIRELESS SERVICES LLC	2,934.88
7/15	VERIZON WIRELESS SERVICES LLC	151.96
7/15	VERIZON WIRELESS SERVICES LLC	75.98
7/15	VERIZON WIRELESS SERVICES LLC	340.38
7/15	VERIZON WIRELESS SERVICES LLC	341.91
7/15	WEST TEXAS POWER SPORTS DEVELOPMENT, INC.	20,212.00
7/15	WHITMORE MANUFACTURING LLC	15,840.58
7/15	WR CONSTRUCTION INC	430,903.03
7/15	ZULEMA PALOMINO	70.33
7/15	AIRGAS USA LLC	832.93
7/15	ALEX CARPENTER	180.00
7/15	AT&T	132.66
7/15	BLAIR LAWSON	243.00

7/15	BRANDY LOPEZ	948.45
7/15	BRISA AGUIRRE	243.00
7/15	CHRISTINA LORRAINE BUTLER	243.00
7/15	CODY DOMINGUEZ	180.00
7/15	CRYSTAL DAY	180.00
7/15	CUSTOM WHOLESALE SUPPLY INC	1,713.14
7/15	DARRELL FOWLER	290.00
7/15	ELIZABETH MCCORMICK	7,500.00
7/15	ELSA COCKER	180.00
7/15	ERIK HARTMAN	180.00
7/15	FRED HOWARD	180.00
7/15	GARDENDALE WATER CO	78.00
7/15	GILLIAN HERRERA	180.00
7/15	IDALETH TAVAREZ	243.00
7/15	IMPERIAL BAG & PAPER COMPANY LLC	791.64
7/15	KEVIN D BALLARD INC	40.25
7/15	JACK LACY	180.00
7/15	JAMIE ANDERSON	677.50
7/15	JARED THAMES	180.00
7/15	JEFF ELLISON	270.00
7/15	KEVEN MURPHY	180.00
7/15	LANCE HARTMAN	180.00
7/15	LUCAS GONZALES MESA	374.00
7/15	LUIS ROSAS NUNEZ	290.00
7/15	LYNETTE SALINAS	1,606.45
7/15	MICAH ARROTT	186.00
7/15	MICHEAL BETTENHAUSEN	180.00
7/15	MORRIS WILLIAMSON	180.00
7/15	ODESSA CHAMBER OF COMMERCE	500.00
7/15	PERRY JOHNSON	180.00
7/15	RAMON GONZALES	290.00
7/15	RAUL SANCHEZ	180.00
7/15	RONALD PROMESSE	180.00
7/15	SAMUEL GONZALEZ	180.00
7/15	SAVANNAH FLORES	180.00
7/15	SHAWN CAVENDER	180.00
7/15	SILQUANETTE JOHNSON	180.00
7/15	SIMS PLASTIC INC	442.71

7/15	STEPHEN TROUB	180.00
7/15	SUZETTE TRUJILLO	948.45
7/15	TATE SMITH	180.00
7/15	TENESIA MELENDEZ	180.00
7/15	TERRY BRANDON UPCHURCH	374.00
7/15	TRACEY BORCHARDT	180.00
7/15	TREVOR THOMPSON	180.00
7/15	TROY ASHBAUGH	290.00
7/15	TYLER THOMPSON	180.00
7/15	VANCE WASHINGTON	180.00
7/15	WATKIN COCKER	180.00
7/15	YANCEY SOUTHARD	186.00
7/15	YARELY ORONA	180.00
7/22	A3 COMMUNICATIONS INC	270,706.68
7/22	ACCELERATION ACADEMIES	37,895.00
7/22	ADOLPH KIEFER & ASSOC.	335.00
7/22	ALEXIA CAMPOS	511.13
7/22	ALLEN TEINERT CONSTRUCTION	17,915.10
7/22	ALLEN TEINERT CONSTRUCTION	106,730.83
7/22	ALLEN TEINERT CONSTRUCTION	255,366.91
7/22	AMAZON CAPITAL SERVICES	168,867.94
7/22	AMAZON CAPITAL SERVICES	23,205.37
7/22	AMAZON CAPITAL SERVICES	4,105.44
7/22	AMSTAR INC	2,097,664.48
7/22	ANDERTON GROUP II LTD	22,963.00
7/22	ATHLETIC SUPPLY INC	88,627.66
7/22	ATHLETIC SUPPLY INC	4,513.10
7/22	BLUEFIN LLC	2,340.00
7/22	CONTROL TECHNOLOGIES INC	2,250.00
7/22	CULLIGAN WATER CONDITIONING OF WEST TEXAS	52.00
7/22	DANA SAFETY SUPPLY	6,577.00
7/22	ELEVATE YOUR CLASSROOM	1,200.00
7/22	ENAMELPINS INC	1,550.00
7/22	FAMILY WORKS INC	5,000.00
7/22	FOLLETT CONTENT SOLUTIONS LLC	18.47
7/22	GARDENDALE WATER CO	20.00
7/22	GREAT WESTERN DINING	1,902.50
7/22	HENTHORN COMMERCIAL CONSTRUCTION LLC	11,495.00

7/22	RITCHIE VINCENT INC	1,654.00
7/22	IMPACT PROMOTIONAL SERVICES LLC	1,877.62
7/22	KRONOS INC.	8,580.00
7/22	LEE CONSTRUCTION & MAINTENANCE COMPANY	327,491.86
7/22	LUNCH MONY INC	801.81
7/22	M-PAK INC	98.47
7/22	MARIBEL HERNANDEZ	1.77
7/22	MARISSA LOPEZ	21.00
7/22	N-TUNE MUSIC & SOUND INC	186.50
7/22	NAYELI OLIVAREZ	170.53
7/22	NETSYNC NETWORK SOLUTIONS	78,868.99
7/22	NIDIA SORIANO	395.40
7/22	OFFICEWISE COMMERCIAL INTERIORS LLC	20,712.19
7/22	SEWCO INC	1,835.76
7/22	PAMELA CURREY	511.13
7/22	PARKHILL, SMITH & COOPER, INC.	138,225.50
7/22	PARKHILL, SMITH & COOPER, INC.	491,913.91
7/22	PBK ARCHITECTS, INC	185,625.00
7/22	PERLA QUINTANA	125.22
7/22	REGION 16 EDUCATION SERVICE CENTER	500.00
7/22	REGION 20 EDUCATION SERVICE CENTER	1,400.00
7/22	RICHARD A. ONTIVEROZ	155.71
7/22	RICKY HICKEY	1,731.50
7/22	ROSE VALDERAZ	226.85
7/22	SAFEBUILT TEXAS LLC	8,666.21
7/22	SCOTT MURI	3,333.33
7/22	SHAMROCK STEEL SALES INC	982.89
7/22	SHONA DEE ANN LEWIS	81.78
7/22	SIMPSON GUMPERTZ & HEGER INC	750.00
7/22	SINGER EQUIPMENT COMPANY INC	96,064.95
7/22	SONIA ROCHA	56.26
7/22	STEPHANIE GALINDO	113.49
7/22	SWEET PIZZA LLC	416.00
7/22	TEXAS DEPARTMENT OF LICENSING AND REGULATION	120.00
7/22	TEXAS DEPARTMENT OF PUBLIC SAFETY	130.00
7/22	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
7/22	UNITED STATES CELLULAR CORPORATION	392.00
7/22	UNIVERSITY OF TEXAS- EL PASO	1,550.00

7/22	THE UNIVERSITY OF TEXAS AT AUSTIN	11,000.00
7/22	THE UNIVERSITY OF TEXAS AT AUSTIN	19,500.00
7/22	VANCO INSULATION INC	125,540.00
7/22	VERIZON WIRELESS SERVICES LLC	462.28
7/22	VERNIER SOFTWARE & TECHNOLOGY	46,426.88
7/22	VITAL SIGNS DOT DESIGN LLC	3,227.11
7/22	WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS PC	144.00
7/22	WALSWORTH PUBLISHING CO	6,791.74
7/22	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	1,055.00
7/22	YOANA PICAZO	459.74
7/22	AMAZON CAPITAL SERVICES	91.35
7/22	AT&T	9,729.93
7/22	AT&T	77.15
7/22	BRAZOS DOOR & HARDWARE	312.00
7/22	CURRICULUM ASSOCIATES INC	10,500.00
7/22	CUSTOM WHOLESALE SUPPLY INC	391.00
7/22	DOMTECH ELECTRICAL AND CONTROLS LLC	11,250.00
7/22	E-CONTROL SYSTEMS, INC.	2,106.00
7/22	EOFFICIAL ENTERPRISES, INC.	10,000.00
7/22	FERGUSON FACILITIES SUPPLY	149.17
7/22	PETTY CASH	2,725.00
7/22	G H DAIRY	382.74
7/22	G & G INVESTMENTS INC	807.30
7/22	GRAINGER	2,717.97
7/22	HOME DEPOT USA INC - STORE #562	1,407.52
7/22	MIKE SYVERSON	2,781.25
7/22	MULTI-HEALTH SYSTEMS INC	737.50
7/22	SIMS PLASTIC INC	11,428.22
7/22	TEXAS ASSOCIATION OF SCHOOL BOARDS	507,044.00
7/22	TASB, INC	4,600.00
7/22	UNIVERSAL FIDELITY LIFE INSURANCE COMPANY	131,656.00
7/29	ALLIANCE ABROAD GROUP	94,000.00
7/29	AMAZON CAPITAL SERVICES	77,456.33
7/29	AMAZON CAPITAL SERVICES	294.80
7/29	AMSTAR INC	7,334.00
7/29	AMY VANCE	98.18
7/29	AT&T LONG DISTANCE	11.26
7/29	CENTRAL NATIONAL GOTTESMAN INC	269.80

7/29	CHLOE RUBIO	41.13
7/29	COCA-COLA SOUTHWEST BEVERAGES LLC	347.32
7/29	CULLIGAN WATER CONDITIONING OF WEST TEXAS	58.00
7/29	EMERGENT TREE EDUCATION INC	1,850.00
7/29	FIRST FINANCIAL ADMINISTRATORS	12,706.86
7/29	FOLLETT CONTENT SOLUTIONS LLC	47.18
7/29	GARDENDALE WATER CO	414.50
7/29	HECTOR LIMON	51.91
7/29	HECTOR LIMON	47.00
7/29	HECTOR LIMON	731.12
7/29	HENTHORN COMMERCIAL CONSTRUCTION LLC	32,347.08
7/29	HENTHORN COMMERCIAL CONSTRUCTION LLC	565,107.50
7/29	IMPACT PROMOTIONAL SERVICES LLC	937.08
7/29	JOHN MCCLELLAN	8.83
7/29	LEAD4WARD LLC	4,500.00
7/29	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	15,719.05
7/29	MARLIN LEASING CORPORATION	521.88
7/29	MARTIN E NELSON	760.00
7/29	MIGHTY WASH OPERATIONS LLC	1,600.00
7/29	SEWCO INC	30,435.21
7/29	OTIS ELEVATOR COMPANY INC	2,316.00
7/29	PARKHILL, SMITH & COOPER, INC.	1,925.63
7/29	PIRAINO CONSULTING, INC	9,069.98
7/29	PROJECT LEAD THE WAY INC	840.00
7/29	REBECCA CUEVAS	249.40
7/29	RICKY HICKEY	2,991.50
7/29	SANDRA G LOPEZ	94,518.35
7/29	SOUTH PLAINS IMPLEMENT LTD	1,192.42
7/29	STEMARCO DESIGN LLC	393.23
7/29	TERRIE CARROLL	498.80
7/29	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
7/29	TEXAS INTERNATIONAL BACCALAUREATE SCHOOLS	48,000.00
7/29	TEXAS TECH	21,937.00
7/29	TEXAS TECH HEALTH SCIENCES CTR	120.00
7/29	UNIVERSE TECHNICAL TRANSLATION INC	288.20
7/29	UNIVERSITY OF TEXAS AT SAN ANTONIO	650.00
7/29	UT ARLINGTON	1,875.00
7/29	WALSWORTH PUBLISHING CO	1,497.30

7/29	AIRGAS USA LLC	1,092.59
7/29	AMAZON CAPITAL SERVICES	115.90
7/29	AMERICAN FAMILY LIFE & CANCER	6.00
7/29	AMY VANCE	47.00
7/29	AMY VANCE	47.00
7/29	ANDERSON TILE SALES INC	3,383.00
7/29	ASSOCIATION OF TEXAS	2,865.10
7/29	AT&T	2,580.28
7/29	BATTERIES UNLIMITED WTX LLC	2,335.50
7/29	BIG BEND TELECOM LTD	4,902.52
7/29	BLUE STAR BUS SALES LTD	687.23
7/29	BOND LOGISTIX LLC	6,500.00
7/29	BRAZOS DOOR & HARDWARE	10,735.00
7/29	CUSTOM WHOLESALE SUPPLY INC	1,496.33
7/29	DOMTECH ELECTRICAL AND CONTROLS LLC	3,009.46
7/29	DSB WORLDWIDE INC	810.00
7/29	EDUPHORIA INCORPORATED	342,163.15
7/29	ELUMA LLC	66,937.50
7/29	FIRST FINANCIAL ADMINISTRATORS	28,489.21
7/29	FIRST FINANCIAL ADMINISTRATORS	11,980.00
7/29	FIRST FINANCIAL ADMINISTRATORS	74,205.43
7/29	FIRST FINANCIAL ADMINISTRATORS	2,825.00
7/29	FIRST FINANCIAL ADMINISTRATORS	14,766.50
7/29	GARDENDALE WATER CO	90.00
7/29	MGUC LLC	599.60
7/29	GERARDO JIMENEZ	6,091.50
7/29	GRAINGER	5,093.62
7/29	HOME DEPOT USA INC - STORE #562	3,609.54
7/29	RITCHIE VINCENT INC	1,680.00
7/29	IMPERIAL BAG & PAPER COMPANY LLC	1,483.32
7/29	JNT RESOURCES PARTNERS LP	34,831.99
7/29	KEELEY BOYER	60.00
7/29	ACCOUNTS RECEIVABLE TEAM	70,086.06
7/29	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	14,112.74
7/29	MARSH & MCLENNAN COMPANIES INC	242.00
7/29	NCS PEARSON INC	75,840.00
7/29	STATE OF NEW MEXICO	300.00
7/29	NUNEZ FENCE	2,500.00

7/29	SEWCO INC	406.50
7/29	PARTS TOWN, LLC	101.75
7/29	PENSKE COMMERCIAL VEHICLES US LLC	217.20
7/29	PRECISION BUSINESS MACHINES INC	277.99
7/29	PROJECT LEAD THE WAY INC	8,500.00
7/29	REGION 18 EDUCATION SERVICE CENTER	625.00
7/29	ROBERTS TRUCK CENTER OF TEXAS	621.62
7/29	THE SEWELL FAMILY OF COMPANIES INC	680.08
7/29	STERICYCLE	248.50
7/29	TARPLEY MUSIC COMPANY	7,042.11
7/29	TEXAS ARMS OF LOVE INC	3,000.00
7/29	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	114.00
7/29	TEXAS HIGH SCHOOL	540.00
7/29	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	105.70
7/29	TEXAS STATEWIDE NETWORK OF ASSESSMENT PROFESSI(	275.00
7/29	THE CINCINNATI LIFE INS. CO	160.01
7/29	UNITED REFRIGERATION	3,223.59
7/29	UNITED STATES TREASURY	15,767.00
7/29	UNITED WAY OF ODESSA	2,562.06
7/29	WEST TEXAS EDUCATORS	174,044.65
8/5	240 TUTORING INC	15,189.30
8/5	ALEX BOOTS LLC	165.00
8/5	ALLEN TEINERT CONSTRUCTION	2,664,537.08
8/5	ALLEN TEINERT CONSTRUCTION	5,716,173.48
8/5	AMAZON CAPITAL SERVICES	105,220.51
8/5	AMAZON CAPITAL SERVICES	2,359.97
8/5	CLAUDIA LOPEZ	227.00
8/5	COMMAND COMMISSIONING LLC	1,125.00
8/5	CULLIGAN WATER CONDITIONING OF WEST TEXAS	120.50
8/5	DEAN GARZA	14.75
8/5	DIEGO CABALLERO	719.92
8/5	DOMTECH ELECTRICAL AND CONTROLS LLC	10,775.62
8/5	EFRAIN MORENO	47.00
8/5	EFRAIN MORENO	47.00
8/5	FOLLETT CONTENT SOLUTIONS LLC	161.63
8/5	HECTOR LIMON	191.40
8/5	HENTHORN COMMERCIAL CONSTRUCTION LLC	143,543.10
8/5	MOBILE COMMUNICATION AMERICA INC	2,310.00

8/5	NRG ENERGY INC	11,828.61
8/5	ODESSA CRIME STOPPERS INC	14,452.92
8/5	PARKHILL, SMITH & COOPER, INC.	326,516.02
8/5	PARKHILL, SMITH & COOPER, INC.	103,108.70
8/5	PARKHILL, SMITH & COOPER, INC.	299,539.74
8/5	PATRICIA LOGAN	53.79
8/5	PETRA ELISA GONZALEZ	96.00
8/5	PETROPLEX OFFICE SUPPLY	186.15
8/5	RICKY HICKEY	1,763.50
8/5	ROBIN FAWCETT	713.80
8/5	ROSAS CAFE & TORTILLA FACTORY LTD	153.35
8/5	SKILLSUSA INC	593.00
8/5	TEXAS ASSOCATION OF SCHOOL BOARDS	5,779.64
8/5	TEXAS DEPARTMENT OF PUBLIC SAFETY	218.00
8/5	UNIVERSITY OF TEXAS AT AUSTIN HIGH SCHOOL	1,190.00
8/5	WHITMORE MANUFACTURING LLC	15,362.87
8/5	WILLIAM WEEKLY	1,099.17
8/5	Y'ALL HAUL TRAILERS	3,499.00
8/5	304 HOTEL OPERATING LLC	1,544.84
8/5	ACTIVE INTERNET TECHNOLOGIES LLC	60,821.00
8/5	AFP HOLDING LLC	12,700.80
8/5	AIRGAS USA LLC	173.76
8/5	AMAZON CAPITAL SERVICES	252.64
8/5	AMAZON CAPITAL SERVICES	18.99
8/5	AMSTAR INC	587,114.72
8/5	AT&T	75.83
8/5	AT&T	2,575.21
8/5	BATTERIES UNLIMITED WTX LLC	1,384.00
8/5	BRAZOS DOOR & HARDWARE	198.00
8/5	CALPINE CORPORATION	174,855.91
8/5	CASHWAY WEST INC	19.99
8/5	CHANTAL HERNANDEZ	8.70
8/5	CHARLES AND LEZIEE CHURCHFIELD	12,852.00
8/5	CLEARBROOK FARMS INC	26,880.00
8/5	CODY DOMINGUEZ	300.00
8/5	CUSTOM WHOLESALE SUPPLY INC	1,552.53
8/5	DALE'S ALIGNMENT & BRAKE SERVICE INC	120.00
8/5	DALYLA MIRANDA	750.00

8/5	ECISD EDUCATION FOUNDATION	489.00
8/5	FERGUSON FACILITIES SUPPLY	2,535.24
8/5	FIRST FINANCIAL ADMINISTRATORS	6,430.16
8/5	FIRST FINANCIAL ADMINISTRATORS	4,520.96
8/5	FIRST FINANCIAL ADMINISTRATORS	6,017.61
8/5	FIRST FINANCIAL ADMINISTRATORS	4,310.00
8/5	FIRST FINANCIAL ADMINISTRATORS	5,247.46
8/5	FIRST FINANCIAL ADMINISTRATORS	59,704.34
8/5	FIRST FINANCIAL ADMINISTRATORS	24,599.48
8/5	FIRST FINANCIAL ADMINISTRATORS	116,668.88
8/5	GERARDO JIMENEZ	1,490.00
8/5	GILLIAN HERRERA	300.00
8/5	GRAINGER	2,345.24
8/5	HEALTH SERVICES ADMINISTRATION	26,243.16
8/5	HOME DEPOT USA INC - STORE #562	707.77
8/5	HUGHES SERVICES FLOORING, LP	18,041.00
8/5	IMPERIAL BAG & PAPER COMPANY LLC	13,656.85
8/5	JEFF DANIELS	306.00
8/5	JNT RESOURCES PARTNERS, LP	538.47
8/5	JNT RESOURCES PARTNERS, LP	1,301.57
8/5	LAURA SCHEILE	306.00
8/5	LUNCH MONY INC	334.50
8/5	MAKENZIE WATSON-GASS	750.00
8/5	NOEMI RAMOS	699.04
8/5	ODESSA FAMILY YMCA	51,545.00
8/5	PARAMOUNT PEST SERVICES LLC	15,558.00
8/5	LAURA S MORALES	750.00
8/5	PATHWAYZ COMMUNICATIONS INC	5,512.94
8/5	PENSKE COMMERCIAL VEHICLES US LLC	1,263.54
8/5	RL ABATEMENT INC	88,500.00
8/5	ROBERTS TRUCK CENTER OF TEXAS	921.40
8/5	ROSHELL D CAUFIELD	1,600.00
8/5	S&F FOODS INC	25,099.76
8/5	SCOTT MURI	3,333.33
8/5	SIMS PLASTIC INC	1,170.83
8/5	KIRSTEN DANIELLE YBARRA	850.00
8/5	TEXAS EXCAVATION SAFETY SYSTEM, INC.	14.95
8/5	TEXAS STATE TEACHERS ASSOCIATION	32,946.08

8/5	THOMAS GONZALES	87.22
8/5	TYLER TECHNOLOGIES INC	121,243.83
8/5	UNITED REFRIGERATION	348.86
6/4	AETNA LIFE INSURANCE COMPANY	12,099.77
6/4	CAREATC INC	92,534.37
6/4	CAREATC INC	7,222.22
6/4	BLUE CROSS BLUE SHIELD TEXAS	130,366.47
6/8	LUCYRX HEALTH SOLUTIONS, INC	213,882.70
6/8	WELLSPRING TELEHEALTH	14,891.25
6/8	AETNA LIFE INSURANCE COMPANY	3,950.79
6/11	BLUE CROSS BLUE SHIELD TEXAS	417,631.49
6/15	WELLSPRING TELEHEALTH	14,970.00
6/15	AETNA LIFE INSURANCE COMPANY	8,914.18
6/18	BLUE CROSS BLUE SHIELD TEXAS	369,238.53
6/22	LUCYRX HEALTH SOLUTIONS, INC	254,165.91
6/25	BLUE CROSS BLUE SHIELD TEXAS	477,264.77
7/2	BLUE CROSS BLUE SHIELD TEXAS	533,316.03
7/2	CAREATC INC	5,859.93
7/2	CAREATC INC	1,015.00
7/9	LUCYRX HEALTH SOLUTIONS, INC	224,378.29
7/16	BLUE CROSS BLUE SHIELD TEXAS	99,604.24
7/16	BLUE CROSS BLUE SHIELD TEXAS	429,948.43
7/16	CAREATC INC	92,534.37
7/16	CAREATC INC	7,222.22
7/20	AETNA LIFE INSURANCE COMPANY	22,459.36
7/16	BLUE CROSS BLUE SHIELD TEXAS	$ 260,726.76
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1389
	TOTAL AMOUNT WRITTEN FOR DISTRICT	$48,083,001.05



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.

Amount	Fund	From	Description
$115,000.00	199	ExxonMobil	Year Two Extension and Expansion of Vernier Connections Powered by Penda: Strengthening Hands-on, Data-Driven STEM Learning Across ECISD
$18,194.00	482	Education Foundation	2025-2026 salary for Education Foundation Executive Director
$10,000.00	199	Varsity Sports Unlimited	Meals for stadium workers/coaches during events or meetings
$102,455.50	482	Education Foundation	To cover cost for Education Foundation staff salaries/benefits

_____ _____

Board Approval Date

Approvals
Report • Printed on August 12, 2026

Approved

Donation Submission #513 - $10,000 or more

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: 851 - Academics
Principal/Non-Campus Administrator: Dr. Kristen Vesely
Name of Donor: ExxonMobil
Email/Phone of Donor: jennifer.c.stephenson@exxonmobil.com
Donor Mailing Address: 22777 Springwoods Village Pkwy.
Spring, Texas 77389
832.263.4642
Donation Description: Year Two Extension and Expansion of Vernier Connections Powered by Penda: Strengthening Hands-on, Data-Driven STEM Learning Across ECISD
Type of Donation: Check
Value*: 115000
*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: To extend and expand districtwide access to Vernier Connections powered by Penda for Year Two implementation, while supporting continued professional learning, deeper classroom use, and expanded hands-on science experiences through the district's investment in Vernier probes.
Item/Service: Continued access to the platform across 39 sites for grades 3-12, including all science content.
Purpose of Purchase: The Year Two expansion of Vernier Connections powered by Penda will support all learners by making science more visual, interactive, hands-on, and accessible.

Final status: Approved

RS **Approved by**
Regina Saenz 8/5/2026 10:26:43 AM
199

AC **Approved by**
Albessa Chavez 7/24/2026 9:58:22 AM
Approved

ME	**Approved by** Morgan Eaton	7/8/2026 2:39:21 PM
KV	**Approved by** Kristen Vesely	6/29/2026 12:11:58 AM
LI	**Approved by** Lynda Inman	6/23/2026 12:59:25 PM
NS	**Approved by** Nidia Soriano	6/23/2026 9:46:41 AM
KB	**Approved by** Keeley Boyer	6/23/2026 8:20:15 AM
LP	**Requested by** Laura Perez	6/22/2026 4:57:45 PM

ECISD Donation Budget Template

Finance Division

Name of Donor or Donation: ExxonMobil

Donation Total: $115,000.00

Item Description	Quantity	Cost per Unit	Total
Site Licenses for Vernier Connections Powered by Penda (This donation will only partially cover the full cost of the licenses).	14.375	$8,000	$115,000
		Grand Total:	$115,000

Vernier
SCIENCE EDUCATION
13979 SW Millikan Way
Beaverton, OR 97005 USA
1-888-837-6437
EIN: 93-4154597

Quote #: 00002299
Quote Date: 02/16/2026
Expires: 05/29/2026
Terms:
Ship Method: UPS Ground
Prepared for:
Email:

Customer:
Ector County Independent School District
802 N Sam Houston Ave
Odessa, Texas 79761-3974

Comments:

Includes 39 sites grades 3-12 all content.

Product Code	Product	Sales Price	Quantity	Extended Price
VCP-ONB	Vernier Connections, Powered by PENDA, Annual Onboarding Fee	$250.00	39	$9,750.00
VCP-SITE	Vernier Connections, Powered by PENDA, Site - 1 Year	$8,000.00	39	$312,000.00

Subtotal:	$321,750.00
Shipping and Handling:	$0.00
Estimated Tax:	$0.00
Total Due:	**$321,750.00**

Terms and Conditions:

The prices listed on this quote are valid with complete shipment to one location. Please note that sales tax is determined by the billing entity, shipping address, and date of shipment. If your organization is tax-exempt and tax appears on this quote, send your exemption certificate to quotes@vernier.com.

Need help? Reach our Quotes team at 1-888-837-6437 or quotes@vernier.com. When you're ready to move forward, contact our Orders Department at the same number or orders@vernier.com. We appreciate your continued partnership!

Vernier
SCIENCE EDUCATION
13979 SW Millikan Way
Beaverton, OR 97005 USA
1-888-837-6437
EIN: 93-4154597

Quote #: 00002385
Quote Date: 02/18/2026
Expires: 04/04/2026
Terms: Net 30
Ship Method: Non-Shipment
Prepared for: Roberto Trejo
Email: roberto.trejo@ectorcountyisd.org

Bill To:
Ector County Independent School District
802 N Sam Houston Ave
Odessa, Texas 79761-3974

Ship To:
Ector County Independent School District
802 N Sam Houston Ave
Odessa, Texas 79761-3974

Comments:

Comp 3 Onsite District Kick OFF
Comp 1 Virtual PD - Mid year check Ins

Onsite PLC Visits 3 Fall 3 Spring ES
Onsite PLC Visits 2 Fall 2 Spring MS
Onsite PLC Visits 2 Fall 2 Spring HS

Product Code	Product	Sales Price	Quantity	Extended Price
OSPD	On-site Professional Development	$3,000.00	3	$9,000.00
VPD	Virtual Professional Development	$750.00	1	$750.00
OSPD	On-site Professional Development	$3,000.00	10	$30,000.00

Subtotal:	$39,750.00
Discount:	($9,750.00)
Total Price:	$30,000.00
Shipping and Handling:	$0.00
Estimated Tax:	$0.00
Total Due:	**$30,000.00**

Terms and Conditions:

The prices listed on this quote are valid with complete shipment to one location. Please note that sales tax is determined by the billing entity, shipping address, and date of shipment. If your organization is tax-exempt and tax appears on this quote, send your exemption certificate to quotes@vernier.com.

Need help? Reach our Quotes team at 1-888-837-6437 or quotes@vernier.com. When you're ready to move forward, contact our Orders Department at the same number or orders@vernier.com. We appreciate your continued partnership!

Approvals
Report • Printed on August 12, 2026

Approved

Donation Submission #516 - $10,000 or more

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: 812 - Education Foundation
Principal/Non-Campus Administrator: Celeste Potter
Name of Donor: Education Foundation
Email/Phone of Donor: educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951
Odessa, TX 79760
Donation Description: Donation - EF Staff Salary
Type of Donation: Check
Value*: 18194
*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: donation towards 2025-2026 salary for Education Foundation Executive Director
Item/Service: donation towards 2025-2026 salary for Education Foundation Executive Director
Purpose of Purchase: donation towards 2025-2026 salary for Education Foundation Executive Director

Final status: Approved

RS **Approved by**
Regina Saenz 7/27/2026 1:59:02 PM
482

AC **Approved by**
Albessa Chavez 7/24/2026 10:00:30 AM
Approved

ME **Approved by**
Morgan Eaton 7/8/2026 1:06:36 PM

NS **Approved by**

	Nidia Soriano	6/26/2026 3:04:32 PM
LI	**Approved by** Lynda Inman	6/24/2026 12:14:55 PM
KB	**Approved by** Keeley Boyer	6/24/2026 12:14:33 PM
CP	**Approved by** Celeste Potter	6/24/2026 11:10:52 AM
CP	**Requested by** Celeste Potter	6/24/2026 11:10:20 AM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **Ector County Independent School District** ("ECISD" or "District") and the **Ector County ISD Education Foundation, Inc. (dba, Education Foundation of Odessa)** ("Foundation") Board of Directors, an independent 501(c)(3) nonprofit organization, desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: ECISD has identified the following educational public purposes for its support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.

2. Maximization of alternative revenue sources requires strong community support.

3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.

4. Continuation of the momentum achieved in maximizing alternative revenue sources for academic programming through the Foundation requires continual commitment from the District.

5. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.

B. District Commitment: The District agrees to continue providing the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented.

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director.

2. Provide adequate office space facilities and utilities for the Foundation's administrative office(s).

3. Provide all or a portion of the equipment used by the District employee serving the Foundation.

4. Ensure that the District employee serving as the Foundation's Executive Director dedicates 100% of the employee's job duties to serving the Foundation, in accordance with the District's job description for this position.

C. Foundation Responsibilities:

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director. Payment is to be submitted by the Foundation to ECISD in January and July of each year.

2. The Foundation agrees that services provided by the District personnel to the Foundation will benefit solely the District and the children of Ector County.

3. The Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.

4. The Foundation agrees that it will require the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.

5. The Foundation has fiduciary responsibility for the operation of the Foundation and the authorization of the expenditures of funds.

D. Controls: The District and the Foundation agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

1. The Executive Director of the Foundation and any support personnel serving the Foundation shall be employees of the District and will adhere to the same policies and expectations as other District staff.

2. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.

3. The Foundation shall provide proof of D&O insurance, for its legal, insurance and financial advisors and an annual audit of finances after the conclusion of each fiscal year.

4. The Foundation will be responsible for the annual evaluation of the Executive Director, which the District will take into consideration when making employment decisions concerning or affecting this employee.

5. The Foundation understands that, as a result of the District's investment in the Foundation, the Foundation's documents are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Information Act.

6. The relationship of District and Foundation is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied. As separately incorporated organizations, neither District nor Foundation intends nor will either District or Foundation profess a right to obligate or bind the other party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.

E. Term: The term of this Memorandum of Understanding shall be for a period of one year commencing on the effective date (the date of the last signature below), subject to the automatic annual extension of the anniversary date of the effective date each year thereafter unless either party elects not to so extend by written notice to the other no later than 90 days prior to the anniversary date.

F. Termination: Either party may terminate this MOU following the provision of 90 days' written notice to the other party.

G. Entire Agreement: This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior or contemporaneous agreements and memorandums of understanding of the parties in connection with the subject matter. No modification of this MOU shall be effective unless made in writing, and approved and signed by both parties.

H. Governing Law and Venue: This agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder shall lie in Ector County, Texas.

AGREED TO this 17 day of December, 2024.

Ector County Independent School District

By: _____

Title: ECISD Board President

Date: December 17, 2024

Education Foundation of Odessa

By: _____

Title: President

Date: December 11, 2024

Approvals
Report • Printed on August 12, 2026

Approved

Donation Submission #517 - $10,000 or more

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: 905 - Athletics
Principal/Non-Campus Administrator: Tracey Borchardt
Name of Donor: Varsity Sports Unlimited
Email/Phone of Donor: melodie.vsu@gmail.com
Donor Mailing Address: PO Box 1749
Keller, TX 76244
Donation Description: Donation for Stadium Meals
Type of Donation: Check
Value*: 10000
*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: Donation is for use to sponsor meals for workers/coaches during events or meetings
Item/Service: Purchases will include meals and/or snack for workers/coaches during events or meetings
Purpose of Purchase: Purchases will include meals and/or snack for workers/coaches during events or meetings

Final status: Approved

RS **Approved by**
Regina Saenz — 8/5/2026 10:33:54 AM
199

AC **Approved by**
Albessa Chavez — 8/4/2026 2:37:19 PM
Approved

KB **Approved by**
Keeley Boyer — 7/24/2026 8:31:02 AM

TB	**Approved by** Tracey Borchardt	7/16/2026 11:43:49 AM
ME	**Approved by** Morgan Eaton	7/8/2026 2:37:03 PM
NS	**Approved by** Nidia Soriano	6/29/2026 2:31:38 PM
LI	**Approved by** Lynda Inman	6/29/2026 2:23:18 PM
CK	**Requested by** Cecilia Kellar	6/29/2026 2:22:33 PM

ECISD Donation Budget Template

Name of Donor or Donation: Varsity Sports Unlimited

Donation Total: $ 10,000

Item Description	Quantity	Cost per Unit	Total
Workers/Coach's Meeting and Event Meals & Snacks	8	1,250.00	1000.00
		Grand Total:	**10,000.00**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Donation # 524
Campus: 812 - Education Foundation
Principal/Non-Campus Administrator: Celeste Potter
Name of Donor: Education Foundation
Email/Phone of Donor: educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951 Odessa, Texas 79760
Donation Description: Donation - EF Staff
Type of Donation: Check
Value*: 102455.5
*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: Donation to cover cost for EF staff salaries/benefits
Item/Service: NA
Purpose of Purchase: NA

Approver	Response	Date	Comment
Celeste Potter	Approve	7/20/2026 5:41 PM	Installment 1 of 2
Lynda Inman	Approve	7/21/2026 1:26 PM	NA
Nidia Soriano	Approve	7/22/2026 8:44 AM	NA
Keeley Boyer	Approve	7/22/2026 9:31 AM	NA
Albessa Chavez	Approve	8/04/2026 2:37 PM	Approved
Morgan Eaton	Approve	8/05/2026 3:01 PM	NA
Regina Saenz	Approve	8/05/2026 4:39 PM	482

Celeste Potter

From: Jennifer Moran
Sent: Monday, July 20, 2026 11:41 AM
To: Celeste Potter; Albessa Chavez; Morgan Eaton
Subject: RE: Education Foundation Donation - EF Staff Support

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hi Celeste,

Sorry about the delay.

Whittenburg	104,672.00	Salary
	14,252.00	Benefits
	118,924.00	**Total**
Martinez	15,000.00	PT salary
	1,000.00	benefits
	16,000.00	**Total**
Potter	123,938.00	Salary
	16,036.00	Benefits
	69,987.00	**Total at 0.5**
	204,911.00	**Grand Total**

Thank you,

Jennifer Moran
Director of Position Control
ECISD Finance Department
432-456-9357

ECISD
OUR students. THE future

From: Celeste Potter <Celeste.Potter@ectorcountyisd.org>
Sent: Monday, July 20, 2026 10:21 AM
To: Albessa Chavez <Albessa.Chavez@ectorcountyisd.org>; Morgan Eaton <Morgan.Eaton@ectorcountyis



REQUEST FOR APPROVAL ANNUAL INVESTMENT REPORT

Attached is the Annual Investment Report of the Ector County Independent School District, for the year ending June 30, 2026. This report consolidates the investment requirements mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review, approval of training sessions from independent sources, and selection of broker/dealers and investment officers for the 2025-2026 fiscal year.

****

Administrative Recommendation:

Approval of Annual Investment Report

Year Ended
June 30, 2026

INVESTMENT REPORT

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS

OUR students...THE future

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Chart - 3-Year Comparison - Interest Earned
Chart - 3-Year Comparison - Average Interest Rates
Chart - 3-Year Texpool Interest Rates

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ANNUAL INVESTMENT REPORT

The Annual Investment Report (AIR) for Ector County Independent School District for the fiscal year ended June 30, 2026, is submitted for review and approval. The report documents the District's compliance with the Public Funds Investment Act (Texas Government Code Chapter 2256) and provides a summary of investment balances, earnings, annual investment policy review, investment training compliance, authorized broker/dealers, and designated investment officers.

INVESTMENT REPORT

The School District's investment portfolio, at amortized book value, increased by approximately $47.9 million, from $415 million in FY 2024-2025 to $463 million in FY 2025-2026. General Fund investments increased approximately $25.3 million, primarily due to increased property values. The School Nutrition Fund increased approximately $428,247 from fund balance transfers and interest earnings. The Debt Service Fund increased $9.73 million in preparation for planned bond payments. The Capital Projects Fund increased $11.6 million, from $261 million to $273 million, primarily due to the receipt and investment of proceeds from the District's third bond issuance series (2025X), partially offset by bond expenditures. The Insurance Recovery Fund increased by approximately $1.22 million, from $3.43 million to $4.65 million, due to the investment of insurance recovery proceeds, net of payments. Special Funds increased approximately $4.94 million, primarily due to the secondary ATLAS Career & Technical Education Center donation and investment earnings. Medical Trust Fund investments decreased $248,991 due to claims activity, the transition to Blue Cross Blue Shield, and rising healthcare costs. Workers' Compensation and Chapter 313 Funds were used to support Medical Trust Fund expenditures, reducing those fund investments by a combined $5.14 million, from $10.12 million to $4.98 million.

Interest rates decreased during the 2025-2026 twelve-month period. Using the TexPool interest rates as a benchmark, the 2025-2026 average earning rate was 3.9016%, a decrease from 4.6671%, the average rate for fiscal period 2024-2025.

INVESTMENT POLICY

As required by the Public Funds Investment Act, Texas Government Code {2256.005(e)}, the governing body of an investing entity shall review its investment policy and strategies not less than annually. As a part of the Annual Investment Report, we ask that the Board review and approve the investment policy. There are no major changes to the Investment Policy as presented. The investment policy begins on page 10 of the AIR.

INVESTMENT OFFICERS

As required by the Public Funds Investment Act, Texas Government Code {2256.005(f)}, the governing body shall designate one or more officers or employees as investment officers to be responsible for the investment of its funds. We ask that the Board review and approve the investment officers for the fiscal year 2026-2027. The recommendations for investment officers are located on page 37 of the AIR.

INVESTMENT SOURCES

As required by the Public Funds Investment Act, Texas Government Code {2256.025}, at least annually, review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the School District. The recommendations for authorized brokers are shown on page 38.

INVESTMENT TRAINING SOURCES

As required by the Public Funds Investment Act, Texas Government Code {2256.008(g)}, investment officer(s) shall attend investment training from an independent source approved by the governing board. On page 39 of the AIR is a listing for your review and approval.

GENERAL STATEMENTS

The General Accounting Standards Board (GASB) GASB 31, requires that investments be reported at fair market value (FMV) except for money market investments, investments with maturities less than 12 months at the time of purchase and nonparticipating contracts (CD's).

****

We, the approved investment officers of Ector County Independent School District, hereby certify that the following Annual Investment Report represents the investment position of the School District as of June 30, 2026, in compliance with the Board approved Investment Policy, the Public Funds Investment Act, Texas Government Code (Chapter 2256) and generally accepted accounting principles (GAAP).

Prepared by: Daniel Ruiz, Assistant Director of Finance _____

Morgan Eaton, Director of Accounting & Finance _____

Albessa Chavez, Chief Financial Officer _____

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

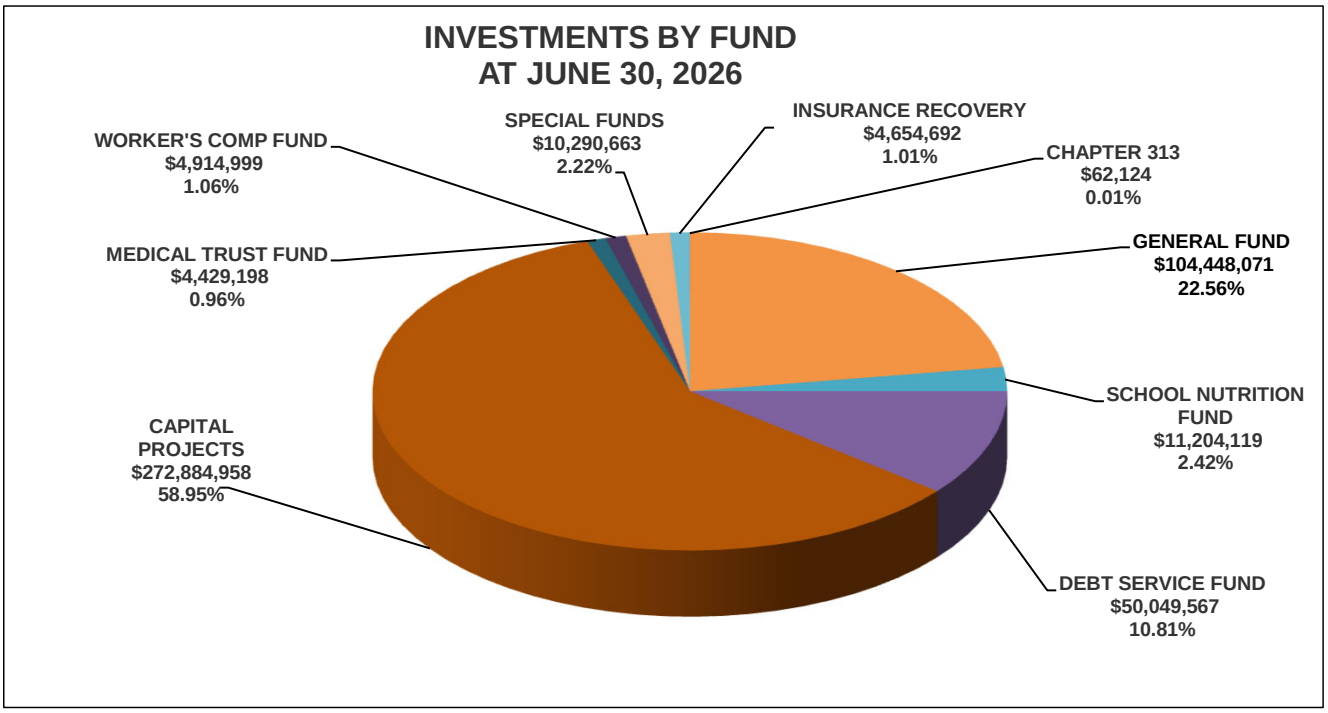
ANNUAL REPORT OF INVESTMENTS BY FUND
WITH COMPARATIVE TOTALS
FOR THE YEAR ENDED JUNE 30, 2026

(UNAUDITED)

ALL FUNDS	AMORTIZED BOOK VALUE	%	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)	INTEREST EARNED
GENERAL FUND	$ 104,448,071	22.56%	$ 104,448,071	$ -	$ 4,850,516
SCHOOL NUTRITION FUND	11,204,119	2.42%	11,204,119	-	428,247
DEBT SERVICE FUND	50,049,567	10.81%	50,049,567	-	1,063,441
CAPITAL PROJECTS	272,884,958	58.95%	272,884,958	-	12,845,194
MEDICAL TRUST FUND	4,429,198	0.96%	4,429,198	-	64,809
WORKER'S COMP FUND	4,914,999	1.06%	4,914,999	-	256,285
SPECIAL FUNDS	10,290,663	2.22%	10,290,663	-	217,608
INSURANCE RECOVERY	4,654,692	1.01%	4,654,692	-	174,921
CHAPTER 313	62,124	0.01%	62,124	-	82,066
TOTAL	$ 462,938,391	100.00%	$ 462,938,391	$ -	$ 19,983,087

PRIOR YEAR COMPARISON

ALL FUNDS	2025-2026 AMORTIZED BOOK VALUE	2024-2025 AMORTIZED BOOK VALUE	CHANGE	PERCENT CHANGE
GENERAL FUND	$ 104,448,071	$ 79,110,011	25,338,061	32.03%
SCHOOL NUTRITION FUND	11,204,119	10,775,872	428,247	3.97%
DEBT SERVICE FUND	50,049,567	40,319,629	9,729,938	24.13%
CAPITAL PROJECTS	272,884,958	261,269,196.55	11,615,762	4.45%
MEDICAL TRUST FUND	4,429,198	4,678,189	(248,991)	-5.32%
WORKER'S COMP FUND	4,914,999	8,358,713	(3,443,714)	-41.20%
SPECIAL FUNDS	10,290,663	5,348,060	4,942,603	92.42%
INSURANCE RECOVERY	4,654,692	3,432,042	1,222,650	35.62%
CHAPTER 313	62,124	1,757,581	(1,695,456)	-96.47%
TOTAL	$ 462,938,391	$ 415,049,293	$ 47,889,098	11.54%



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

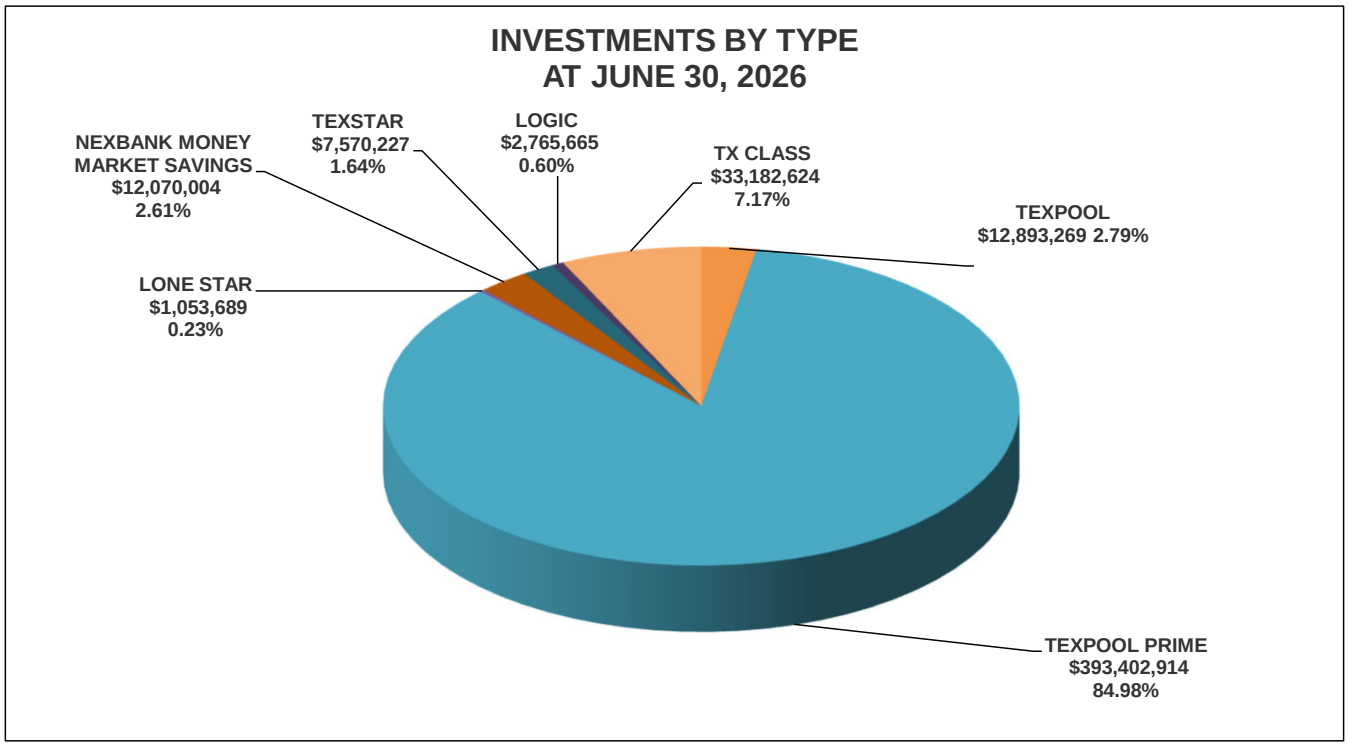
ANNUAL REPORT OF INVESTMENTS BY TYPE
WITH COMPARATIVE TOTALS
FOR THE YEAR ENDED JUNE 30, 2026

(UNAUDITED)

ALL INVESTMENTS	AMORTIZED BOOK VALUE	%	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)	INTEREST EARNED
TEXPOOL	$ 12,893,269	2.79%	$ 12,893,269	$ -	$ 640,811
TEXPOOL PRIME	393,402,914	84.98%	393,402,914	-	17,362,465
LONE STAR	1,053,689	0.23%	1,053,689	-	40,179
NEXBANK MONEY MARKET SAVINGS	12,070,004	2.61%	12,070,004	-	476,245
TEXSTAR	7,570,227	1.64%	7,570,227	-	793,793
LOGIC	2,765,665	0.60%	2,765,665	-	11,665
TEXAS CLASS	33,182,624	7.17%	33,182,624	-	657,929
TOTAL	$ 462,938,391	100.00%	$ 462,938,391	$ -	$ 19,983,087

PRIOR YEAR COMPARISON

ALL INVESTMENTS	2025-2026 AMORTIZED BOOK VALUE	2024-2025 AMORTIZED BOOK VALUE	CHANGE	PERCENT CHANGE
TEXPOOL	$ 12,893,269	$ 11,818,936	$ 1,074,333	9.09%
TEXPOOL PRIME	393,402,914	359,122,168	34,280,746	9.55%
LONE STAR	1,053,689	1,013,507	40,182	3.96%
NEXBANK MONEY MARKET SAVINGS	12,070,004	11,593,759	476,245	4.11%
TEXSTAR	7,570,227	20,728,706	(13,158,479)	-63.48%
LOGIC	2,765,665	-	2,765,665	100.00%
TEXAS CLASS	33,182,624	10,772,217	22,410,407	208.04%
TOTAL	$ 462,938,391	$ 415,049,293	$ 47,889,098	11.54%



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ANNUAL REPORT OF EARNINGS
JULY 1, 2025 THRU JUNE 30, 2026

SUMMARY INVESTMENT EARNINGS

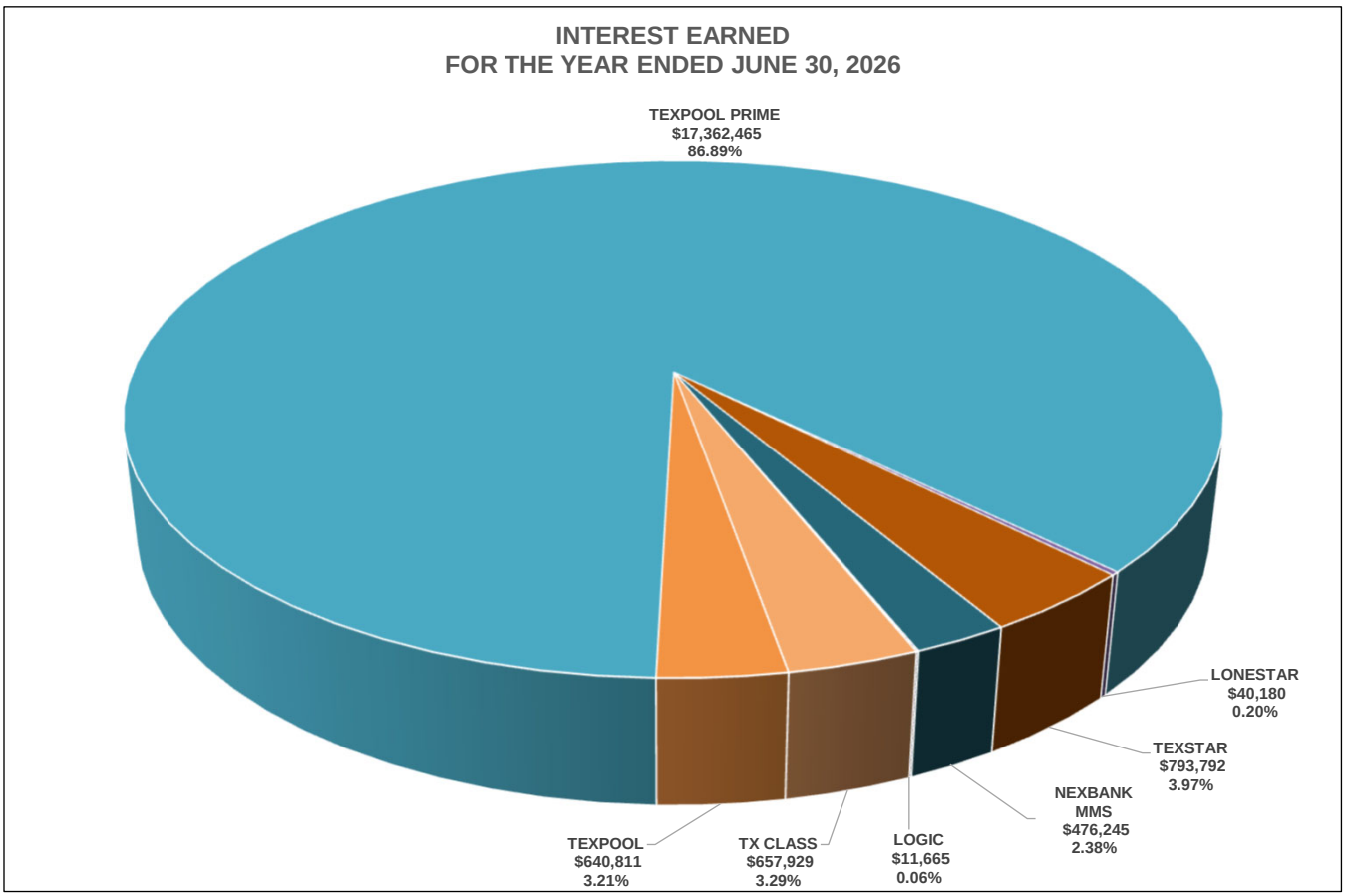
(UNAUDITED)

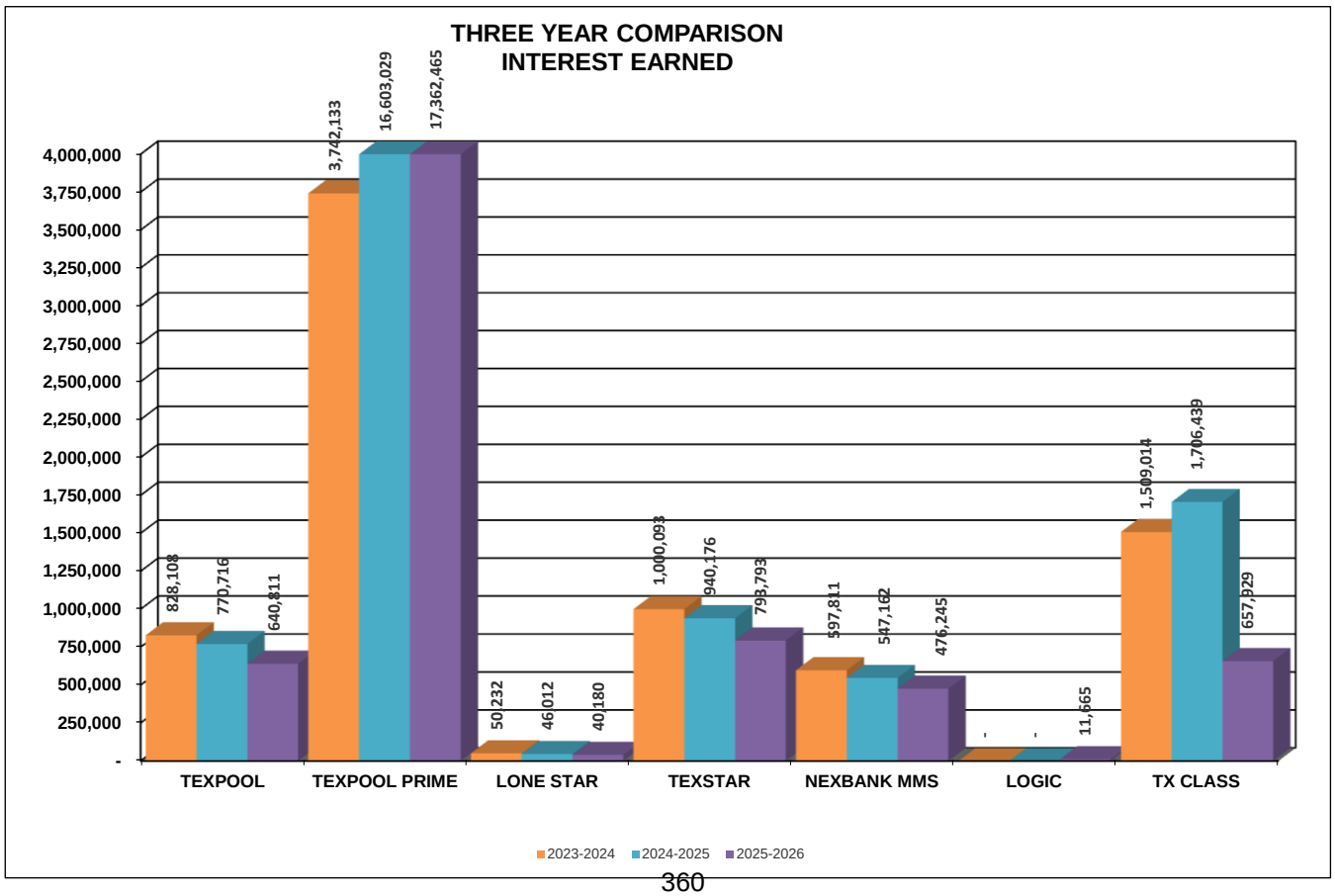
FUND	TEXPOOL	TEXPOOL PRIME	LONE STAR	TEXSTAR	NEXBANK MONEY MARKET SAVINGS	LOGIC	TEXAS CLASS	TOTAL
GENERAL	$ 201,525	$ 2,955,776	$ 10,571	$ 618,871	$ 476,245	$ 11,665	$ 575,863	$ 4,850,516
SCHOOL NUTRITION FUND	428,247	-	-	-	-	-	-	428,247
DEBT SERVICE	-	1,063,441	-	-	-	-	-	1,063,441
CAPITAL PROJECTS	-	12,845,194	-	-	-	-	-	12,845,194
MEDICAL TRUST	-	64,809	-	-	-	-	-	64,809
WORKER'S COMP	-	226,677	29,609	-	-	-	-	256,285
SPECIAL FUNDS	11,039	206,569	-	-	-	-	-	217,608
INSURANCE REC	-	-	-	174,921	-	-	-	174,921
CHAPTER 313	-	-	-	-	-	-	82,066	82,066
	$ 640,811	$ 17,362,465	$ 40,180	$ 793,792	$ 476,245	$ 11,665	$ 657,929	19,983,087
PERCENT OF TOTAL	3.21%	86.89%	0.20%	3.97%	2.38%	0.06%	3.29%	100.00%

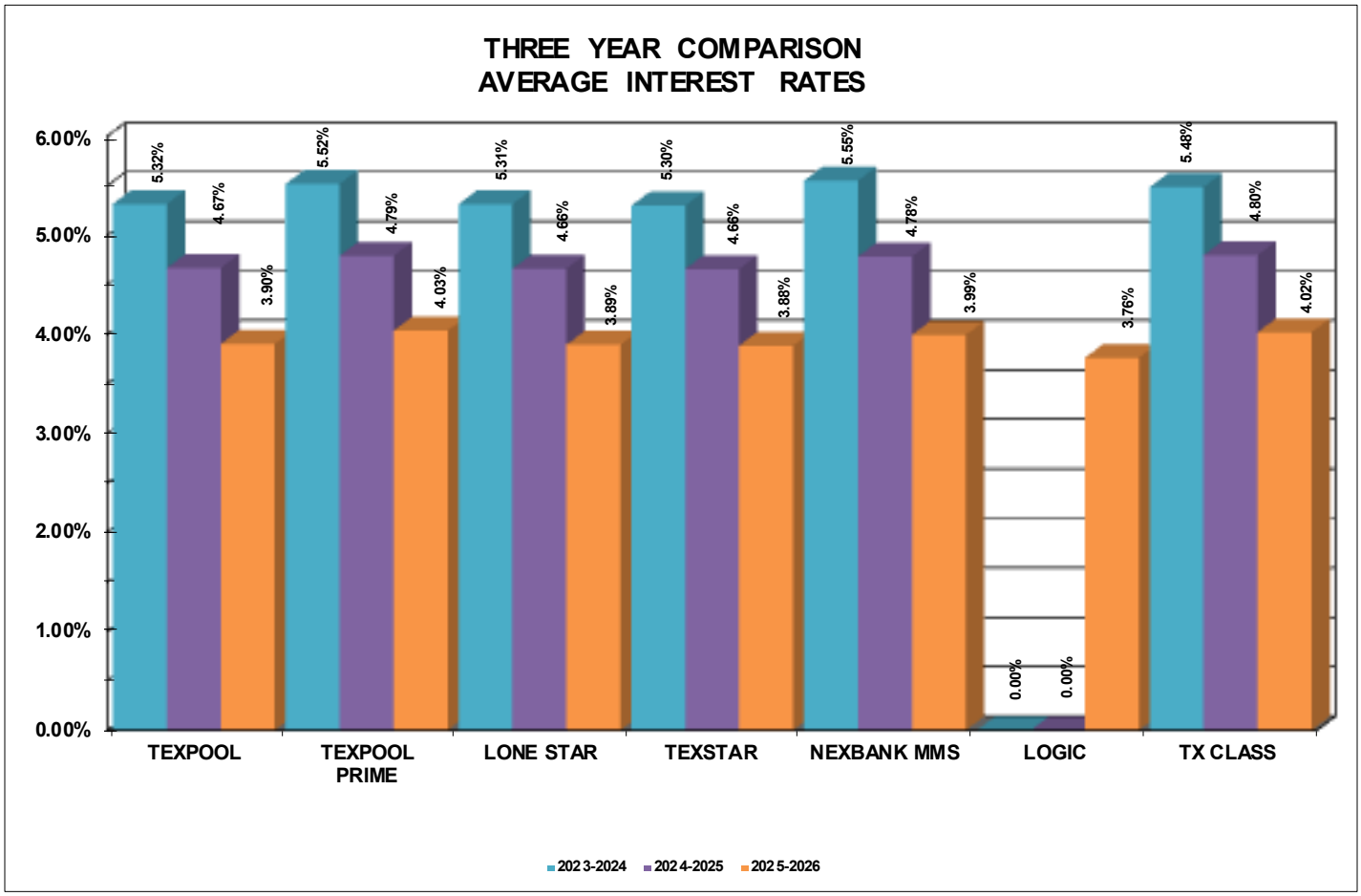
SUMMARY OF VARIOUS EARNINGS RATES

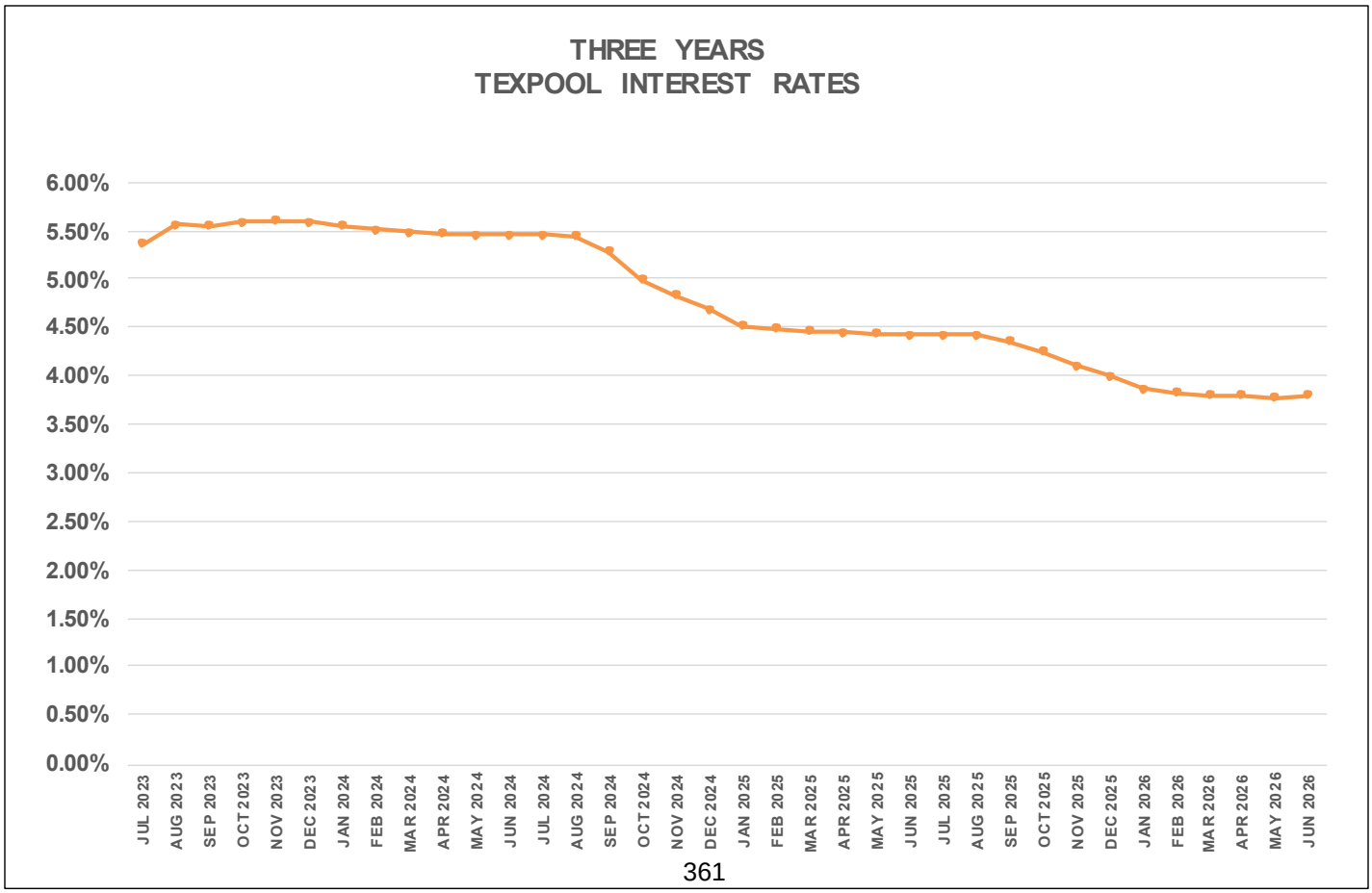
PERIOD	TEXPOOL	TEXPOOL PRIME	LONE STAR	TEXSTAR	NEXBANK MONEY MARKET SAVINGS	LOGIC	TEXAS CLASS	COMPARISON 90 DAY T-BILL
JULY 2025	4.3120%	4.4194%	4.3131%	4.2950%	4.4500%		4.4065%	5.2300%
AUGUST 2025	4.3052%	4.4177%	4.3099%	4.2859%	4.4500%		4.3904%	5.0900%
SEPTEMBER 2025	4.2520%	4.3584%	4.2519%	4.2135%	4.2500%		4.3496%	4.8500%
OCTOBER 2025	4.1418%	4.2486%	4.1415%	4.1167%	4.1000%		4.2753%	3.8600%
NOVEMBER 2025	3.9885%	4.1085%	3.9682%	3.9811%	4.1000%		4.1069%	3.7900%
DECEMBER 2025	3.8270%	3.9977%	3.8064%	3.8246%	3.9000%		3.9690%	3.6000%
JANUARY 2026	3.7098%	3.8692%	3.6967%	3.7078%	3.8500%		3.8545%	3.5200%
FEBRUARY 2026	3.6806%	3.8209%	3.6741%	3.6770%	3.8000%		3.8020%	3.6000%
MARCH 2026	3.6724%	3.7947%	3.6557%	3.6513%	3.7500%		3.7762%	3.6000%
APRIL 2026	3.6586%	3.7989%	3.6449%	3.6379%	3.7500%	3.7798%	3.7747%	3.6000%
MAY 2026	3.6241%	3.7774%	3.6098%	3.5974%	3.7500%	3.7476%	3.7477%	3.6100%
JUNE 2026	3.6469%	3.7965%	3.6371%	3.6216%	3.7500%	3.7528%	3.7666%	3.6400%
AVERAGE FOR PERIOD	3.9016% (2)	4.0340% (2)	3.8924% (2)	3.8842% (2)	3.9917% (2)	3.7601% (2)	4.0183% (2)	3.9992% (3)
PRIOR PERIOD AVERAGE	4.6671% (2)	4.7906% (2)	4.6597% (2)	4.6573% (2)	4.7833% (2)	0.0000% (2)	5.4841% (2)	4.0983% (3)

NOTES:
(1) WEIGHED AVERAGE YIELD
(2) SIMPLE INTEREST RATES
(3) FIRST AUCTION OF MONTH: SOURCE WSJ


INTEREST EARNED
FOR THE YEAR ENDED JUNE 30, 2026
TEXPOOL PRIME
$17,362,465
86.89%
LONESTAR
$40,180
0.20%
TEXSTAR
$793,792
3.97%
NEXBANK
MMS
$476,245
2.38%
LOGIC
$11,665
0.06%
TX CLASS
$657,929
3.29%
TEXPOOL
$640,811
3.21%


THREE YEAR COMPARISON
INTEREST EARNED
4,000,000
3,750,000
3,500,000
3,250,000
3,000,000
2,750,000
2,500,000
2,250,000
2,000,000
1,750,000
1,500,000
1,250,000
1,000,000
750,000
500,000
250,000
-
828,108
770,716
640,811
3,742,133
16,603,029
17,362,465
50,232
46,012
40,180
1,000,093
940,176
793,793
597,811
547,162
476,245
-
-
11,665
1,509,014
1,706,439
657,929
TEXPOOL
TEXPOOL PRIME
LONE STAR
TEXSTAR
NEXBANK MMS
LOGIC
TX CLASS
2023-2024
2024-2025
2025-2026


THREE YEAR COMPARISON
AVERAGE INTEREST RATES
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
5.32%
4.67%
3.90%
5.52%
4.79%
4.03%
5.31%
4.66%
3.89%
5.30%
4.66%
3.88%
5.55%
4.78%
3.99%
0.00%
0.00%
3.76%
5.48%
4.80%
4.02%
TEXPOOL
TEXPOOL PRIME
LONE STAR
TEXSTAR
NEXBANK MMS
LOGIC
TX CLASS
2023-2024
2024-2025
2025-2026


THREE YEARS
TEXPOOL INTEREST RATES
6.00%
5.50%
5.00%
4.50%
4.00%
3.50%
3.00%
2.50%
2.00%
1.50%
1.00%
0.50%
0.00%
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023
JAN 2024
FEB 2024
MAR 2024
APR 2024
MAY 2024
JUN 2024
JUL 2024
AUG 2024
SEP 2024
OCT 2024
NOV 2024
DEC 2024
JAN 2025
FEB 2025
MAR 2025
APR 2025
MAY 2025
JUN 2025
JUL 2025
AUG 2025
SEP 2025
OCT 2025
NOV 2025
DEC 2025
JAN 2026
FEB 2026
MAR 2026
APR 2026
MAY 2026
JUN 2026

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ANNUAL REPORT OF INVESTMENTS
FOR THE PERIOD FROM JULY 1, 2025 THRU JUNE 30, 2026

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
TEXPOOL											
GENERAL FUND	$ 753,009.24	252	250,453,828.09	52	250,008,508.72	201,525.34	$ 1,399,853.95	10.86%	$ 1,399,853.95	$ 1,399,853.95	$ -
SCHOOL NUTRITION FUND	10,775,872.21	0	-	0	-	428,246.54	11,204,118.75	86.90%	11,204,118.75	11,204,118.75	-
DEBT SERVICE FUND	-	0	-	0	-	-	-	0.00%	-	-	-
MEDICAL TRUST FUND	-	0	-	0	-	-	-	0.00%	-	-	-
WORKER'S COMP FUND	-	0	-	0	-	-	-	0.00%	-	-	-
SPECIAL FUNDS	290,054.77	7	7,948.74	11	19,746.22	11,039.47	289,296.76	2.24%	289,296.76	289,296.76	-
TEXPOOL	$ 11,818,936.22	259	250,461,776.83	63	250,028,254.94	640,811.35	$ 12,893,269.46	100.00%	$ 12,893,269.46	$ 12,893,269.46	$ -
% OF GRAND TOTAL	2.85%						2.79%				
TEXPOOL PRIME											
GENERAL FUND	$ 40,185,297.23	111	349,885,000.00	46	341,126,776.79	2,955,776.02	$ 51,899,296.46	13.19%	$ 51,899,296.46	$ 51,899,296.46	$ -
DEBT SERVICE FUND	40,319,629.15	13	49,473,793.62	6	40,807,296.35	1,063,440.91	50,049,567.33	12.72%	50,049,567.33	50,049,567.33	-
CAPITAL PROJECTS 2024A	161,617,923.61	6	26,216,834.37	51	129,542,126.10	4,820,056.39	63,112,688.27	16.04%	63,112,688.27	63,112,688.27	
CAPITAL PROJECTS 2024B	99,651,272.94	0	-	1	16,089,997.54	3,835,792.44	87,397,067.84	22.22%	87,397,067.84	87,397,067.84	-
CAPITAL PROJECTS 2025X	-	1	128,033,000.00	1	9,847,143.16	4,189,345.49	122,375,202.33	31.11%	122,375,202.33	122,375,202.33	-
MEDICAL TRUST FUND	4,678,188.72	22	28,775,000.00	60	29,088,800.00	64,808.83	4,429,197.55	1.13%	4,429,197.55	4,429,197.55	-
WORKER'S COMP FUND	7,611,851.03	0	-	3	3,700,000.00	226,676.70	4,138,527.73	1.05%	4,138,527.73	4,138,527.73	-
SPECIAL FUNDS	5,058,005.12	2	5,203,315.38	3	466,522.78	206,568.62	10,001,366.34	2.54%	10,001,366.34	10,001,366.34	-
TEXPOOL PRIME	$ 359,122,167.80	155	587,586,943.37	171	570,668,662.72	17,362,465.40	$ 393,402,913.85	100.00%	$ 393,402,913.85	$ 393,402,913.85	$ -
% OF GRAND TOTAL	86.53%						84.98%				
LONE STAR											
GENERAL FUND	$ 266,644.96	1	1.86	0	-	10,570.98	$ 277,217.80	26.31%	$ 277,217.80	$ 277,217.80	$ -
WORKER'S COMP FUND	746,862.02	0	-	0	-	29,608.71	776,470.73	73.69%	776,470.73	776,470.73	-
LONE STAR	$ 1,013,506.98	1	1.86	0	0.00	40,179.69	$ 1,053,688.53	100.00%	$ 1,053,688.53	$ 1,053,688.53	$ -
% OF GRAND TOTAL	0.24%						0.23%				
NEXBANK MONEY MARKET SAVINGS											
GENERAL FUND	$ 11,593,759.36	0	-	0	-	476,244.83	$ 12,070,004.19	0.00%	$ 12,070,004.19	$ 12,070,004.19	$ -
MONEY MARKET	$ 11,593,759.36	0	0.00	0	0.00	476,244.83	$ 12,070,004.19	100.00%	$ 12,070,004.19	$ 12,070,004.19	$ -
% OF GRAND TOTAL	2.79%						2.61%				
TEXSTAR											
GENERAL FUND	$ 17,296,663.71	0	-	1	15,000,000.00	618,871.19	$ 2,915,534.90	38.51%	$ 2,915,534.90	$ 2,915,534.90	$ -
INSURANCE RECOVERY	3,432,042.05	6	1,047,728.21	0	-	174,921.44	4,654,691.70	61.49%	4,654,691.70	4,654,691.70	-
TEXSTAR	$ 20,728,705.76	6	1,047,728.21	1	15,000,000.00	793,792.63	$ 7,570,226.60	100.00%	$ 7,570,226.60	$ 7,570,226.60	$ -
% OF GRAND TOTAL	4.99%						1.64%				
TEXAS CLASS											
GENERAL FUND	$ 9,014,636.45	17	25,530,000.00	3	2,000,000.00	575,862.92	$ 33,120,499.37	99.81%	$ 33,120,499.37	$ 33,120,499.37	$ -
CHAPTER 313	1,757,580.77	2	722,478.00	1.00	2,500,000.00	82,065.68	62,124.45	0.19%	62,124.45	62,124.45	0.00
TEXAS CLASS	$ 10,772,217.22	19	26,252,478.00	4	4,500,000.00	657,928.60	$ 33,182,623.82	100.00%	$ 33,182,623.82	$ 33,182,623.82	$ 0.00
% OF GRAND TOTAL	2.60%						7.17%				
LOGIC											
GENERAL FUND	$ -	4.00	2,754,000.00	-	-	11,664.80	$ 2,765,664.80	0.00%	$ 2,765,664.80	$ 2,765,664.80	$ -
LOGIC	$ 0.00	4	2,754,000.00	0	0.00	11,664.80	$ 2,765,664.80	0.00%	$ 2,765,664.80	$ 2,765,664.80	$ -
% OF GRAND TOTAL	0.00%						0.60%				
TOTAL ALL INVESTMENTS	$ 415,049,293.34	444	868,102,928.27	242	840,196,917.66	19,983,087.30	$ 462,938,391.25	100.00%	$ 462,938,391.25	$ 462,938,391.25	$ 0.00

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ANNUAL REPORT OF INVESTMENTS
FOR THE PERIOD FROM JULY 1, 2025 THRU JUNE 30, 2026

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
RECAP											
ALL FUNDS											
GENERAL FUND	$ 79,110,010.95	385	628,622,829.95	105	608,135,285.51	4,850,516.08	$ 104,448,071.47	22.56%	$ 104,448,071.47	$ 104,448,071.47	$ -
SCHOOL NUTRITION FUND	10,775,872.21	0	-	0	-	428,246.54	11,204,118.75	2.42%	11,204,118.75	11,204,118.75	-
DEBT SERVICE FUND	40,319,629.15	13	49,473,793.62	6	40,807,296.35	1,063,440.91	50,049,567.33	10.81%	50,049,567.33	50,049,567.33	-
CAPITAL PROJECTS	261,269,196.55	7	154,249,834.37	53	155,479,266.80	12,845,194.32	272,884,958.44	58.95%	272,884,958.44	# 272,884,958.44	-
MEDICAL TRUST FUND	4,678,188.72	22	28,775,000.00	60	29,088,800.00	64,808.83	4,429,197.55	0.96%	4,429,197.55	4,429,197.55	-
WORKER'S COMP FUND	8,358,713.05	0	-	3	3,700,000.00	256,285.41	4,914,998.46	1.06%	4,914,998.46	4,914,998.46	-
SPECIAL FUNDS	5,348,059.89	9	5,211,264.12	14	486,269.00	217,608.09	10,290,663.10	2.22%	10,290,663.10	10,290,663.10	-
INSURANCE RECOVERY	3,432,042.05	6	1,047,728.21	0	-	174,921.44	4,654,691.70	1.01%	4,654,691.70	4,654,691.70	-
CHAPTER 313	1,757,580.77	2	722,478.00	1	2,500,000.00	82,065.68	62,124.45	0.01%	62,124.45	62,124.45	0.00
TOTAL	$ 415,049,293.34	444	868,102,928.27	242	840,196,917.66	19,983,087.30	$ 462,938,391.25	100.00%	$ 462,938,391.25	$ 462,938,391.25	$ 0.00
ALL INVESTMENTS											
TEXPOOL	$ 11,818,936.22	259	250,461,776.83	63	250,028,254.94	640,811.35	$ 12,893,269.46	2.79%	$ 12,893,269.46	$ 12,893,269.46	$ -
TEXPOOL PRIME	359,122,167.80	155	587,586,943.37	171	570,668,662.72	17,362,465.40	393,402,913.85	84.98%	393,402,913.85	393,402,913.85	-
LONE STAR	1,013,506.98	1	1.86	0	-	40,179.69	1,053,688.53	0.23%	1,053,688.53	1,053,688.53	-
NEXBANK MONEY MARKET SAVINGS	11,593,759.36	0	-	0	-	476,244.83	12,070,004.19	2.61%	12,070,004.19	12,070,004.19	-
TEXSTAR	20,728,705.76	6	1,047,728.21	1	15,000,000.00	793,792.63	7,570,226.60	1.64%	7,570,226.60	7,570,226.60	-
TEXAS CLASS	10,772,217.22	19	26,252,478.00	4	4,500,000.00	657,928.60	33,182,623.82	7.17%	33,182,623.82	33,182,623.82	0.00
LOGIC	-	4	2,754,000.00	0	-	11,664.80	2,765,664.80	0.60%	2,765,664.80	2,765,664.80	-
TOTAL	$ 415,049,293.34	444	868,102,928.27	242	840,196,917.66	19,983,087.30	$ 462,938,391.25	100.00%	$ 462,938,391.25	$ 462,938,391.25	$ 0.00

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, investments with maturities less than 12 months at time of purchase and nonparticipating contracts (CD's).

This annual 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).

Ector County Independent School District

INVESTMENT POLICY

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS

INVESTMENTS - APPROVAL OF INVESTMENT POLICY

Texas Government Code, Sec. 2256.005(e)

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

****

It is recommended that the attached investment policy CDA (Legal) and CDA (Local) be reviewed and approved.

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds — "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.

Investment Pool — "Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

Pooled Fund Group — "Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.

Separately Invested Asset — "Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.

Gov't Code 2256.002(1), (6), (9), (12)

Pledged Revenue — "Pledged revenue" means money pledged to the payment of or as security for:

1. Bonds or other indebtedness issued by a district;
2. Obligations under a lease, installment sale, or other agreement of a district; or
3. Certificates of participation in a debt or obligation described by item 1 or 2.

Gov't Code 2256.0208(a)

Joint Account — "Joint account" means an account maintained by a custodian bank and established on behalf of two or more parties to engage in aggregate repurchase agreement transactions.

Repurchase Agreement — "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

Gov't Code 2256.011(b)

Hedging — "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity — "Eligible entity" means a political subdivision that has:

1. A principal amount of at least $250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project — "Eligible project" has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov't Code 2256.0207(a)

Corporate Bond — "Corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov't Code 2256.0204(a)*

Written Policies — The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;

3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

4. Methods to monitor the market price of investments acquired with public funds;

5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;

2. Preservation and safety of principal;

3. Liquidity;

4. Marketability of the investment if the need arises to liquidate the investment before maturity;

5. Diversification of the investment portfolio; and

6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training

Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial

Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least 10 hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing

The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated

investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas

Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
    a. Beginning market value for the reporting period;
    b. Ending market value for the period; and
    c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district. *Gov't Code 2256.025*

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and

2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

The board may specify in its investment policy that any authorized investment is not suitable. Gov't Code 2256.005(j)

Investment Management Firm

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution.

A district that contracts with an investment management firm may authorize the firm to invest the district's public funds or other funds

under the district's control in repurchase agreements as provided by Government Code 2256.011 using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of a district must ensure that:

1. Accounting and control procedures are implemented to document the district's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

Gov't Code 2256.003(b), .011(f), (g)

Obligations of Governmental Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;

7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and

8. Interest-bearing banking deposits other than those described at item 7 above if:

   a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;

   b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;

   c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

   d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

Unauthorized Obligations

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of Deposit and Share Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;

2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or

3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;

2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;

3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Com-

mission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district either directly or through a joint account approved by the district, held in the district's name either directly or through a joint account approved by the district, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011(a), (c), (d), (e)

Securities Lending Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;

2. A loan allows for termination at any time;

3. A loan is secured by:

   a. Pledged securities described at Obligations of Governmental Entities, above;

   b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

   c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);

4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and

5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

Banker's Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;

2. Will be, in accordance with its terms, liquidated in full at maturity;

3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and

4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or

an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
    a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
    b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);

2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or

3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed Investment Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;

2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and

3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;

2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;

2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and

3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated “AA-” or the equivalent at the time the release is issued; or

2. Changes the rating on the corporate bonds to a rating lower than “AA-” or the equivalent.

Gov’t Code 2256.0204

Hedging Transactions

The board of an eligible entity (as defined above) shall establish the entity’s policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity’s general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

Sellers of Investments

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
   a. Is dependent on an analysis of the makeup of the district's entire portfolio;

b. Requires an interpretation of subjective investment standards; or

c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

Electronic Funds Transfer

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Objectives

The investment policy of the District shall be to:

1. Assure the safety of the invested funds of the District;
2. Maintain sufficient liquidity to provide adequate and timely working funds;
3. Attain the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board;
4. Diversify investments as to maturity, instruments, and financial institutions where permitted under state law; and
5. Ensure the quality and capability of investment officers through ongoing training.

Investment Authority

The chief financial officer and other persons designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

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

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011. A master repurchase agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions shall be on a delivery versus payment basis.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.

6. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.

7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.

8. Public funds investment pools as permitted by Government Code 2256.016.

Safekeeping Agreement

The District shall contract with a bank or banks for the safekeeping of securities either owned by the District as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral shall be held by a third party custodian designated by the District, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateral for certificates of deposits in banks shall be registered in the District's name in the bank's trust department or, alternatively, in a Federal Reserve Bank account in the District's name, or a third party bank in the District's name, at the District's discretion.

The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Pooling of Funds

Except for cash in certain restricted and special funds, the District may consolidate cash balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The portfolio shall

have a weighted average maturity of one year or less. This dollar weighted average maturity shall be calculated using the stated final maturity dates of each security.

Liquidity and Maturity

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. The chief financial officer shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. All prudent measures shall be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Monitoring Rating Changes

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

Maximum Allowable Stated Maturity

The maximum allowable stated maturity of any individual investment owned by the entity shall be as follows:

	Maximum Allowable Maturity
U.S. Treasuries and securities with U.S. government guarantee	5 years
U.S. government agencies and instrumentalities	5 years
Fully insured or collateralized CDs	365 days
Banker’s acceptance	270 days
Commercial paper	270 days
Repurchase agreements	365 days
Money market funds	90 days
Local government investment pool	365 days
Mutual funds	365 days

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Food Service Funds

Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Internal Service Funds

Investment strategies for workers' compensation insurance and medical trust funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Sellers of Investments

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

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

tributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

Soliciting Bids

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted average maturity limits and diversification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping;
4. Clear delegation of authority;
5. Written confirmation of telephone transactions;
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale; and
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District’s established investment policies.

COLLATERALIZATION

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the District to require full collateralization of all District investments and funds on deposit with a depository bank, other than investments which are obligations of the U. S. Government and its agencies and instrumentalities. As required by Government Code 2257.022, the collateralization level shall be 110 percent of market value of principal and accrued interest on the deposits or investments, less an amount insured by the FDIC or FSLIC. Securities pledged as collateral shall be held by an independent third party with which the District has a current custodial agreement. The Director of Accounting & Finance is responsible for entering into collateralization agreements with third-party custodi-ans in compliance with this policy. The agreements are to specify the acceptable investment securities for collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. Collateral shall be reviewed at least weekly to assure that the market value of the pledged se-curities is adequate.

Ector County Independent School District

INVESTMENT OFFICERS/COMMITTEE

INVESTMENTS - APPROVAL OF INVESTMENT OFFICERS/COMMITTEE

Texas Government Code, Sec. 2256.005(f)

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity or the termination of the person's employment by the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer or manage in any other manner the funds of the investing entity.

It is recommended that the following individuals be approved as investment officers for the District. As approved officers, these individuals will also act as the Investment Committee for the District:

Albessa Chavez	Chief Financial Officer
Morgan Eaton	Director of Accounting & Finance
Daniel Ruiz	Assistant Director of Finance

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Ector County Independent School District

INVESTMENT SOURCES

INVESTMENTS - SELECTION OF AUTHORIZED BROKERS

Texas Government Code, Sec. 2256.025

The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

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It is recommended that the following be approved as authorized sources of investments:

TexPool	Investment Pool
TexPool – Prime	Investment Pool
LoneStar	Investment Pool
TexStar	Investment Pool
Texas CLASS	Investment Pool
LOGIC	Investment Pool
NexBank	Money Market Savings

Ector County Independent School District

INVESTMENT TRAINING SOURCES

INVESTMENTS - APPROVAL OF INDEPENDENT SOURCES OF INSTRUCTION

Texas Government Code, Sec. 2256.008 Investment Training; Local Governments:

(a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

It is recommended that the following be approved sources of independent instruction:

Texas Association of School Boards (TASB)
Texas Association of School Business Officials (TASBO)
The State of Texas and its Agencies
Any CPA Firm
Any Service Center
Any Accredited College or University

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GLOSSARY OF TERMS

A1/P1 Rating: "A1" is the highest short-term rating category assigned by Standard & Poor's, while "P1" is the highest short-term rating category for Moody's Investor Service. Securities that have been assigned both an A1 and a P1 rating are considered to be of high credit quality. Standard and Poor's designates certain securities within the A1 category with a plus sign (+) indicating that the issuer of the security has an extremely strong capacity to meet its financial obligations.

Accrual (or Accrual Basis): The most common form of accounting, which reports income when earned and expenses when incurred. Accrual accounting may be contrasted to accounting on a cash basis, in which income is reported when received and expenses are reported when paid.

Accrued Interest: The accumulated interest due on a security as of the last interest payment made. A security is always sold with the accrued interest included. Investors who buy securities in the secondary market will be required to purchase any interest on the securities that has accrued prior to settlement. This is because the previous owner of a security earned the income, but will not receive future coupon payments.

Agency: In securities trading, the term Agency refers to a federal government agency that issues securities, other than the U.S. Treasury, i.e. the Federal Home Loan Mortgage Corporation (FHLB).

Agency Discount Note: A note that has been issued by a U.S. governmental-related agency other than the U.S. Treasury.

Amortization: The accounting practice that gradually reduces the cost or book value of an asset through periodic charges to income, such as: (1) the portion of the cost of a limited-life or intangible asset charged as an expense during a particular period, or (2) the reduction of debt by regular payments of principal and interest to retire the debt by maturity. The purpose of amortization is to reflect an asset's resale or redemption value.

Automated Clearing House (ACH) System: A domestic electronic funds transfer system.

Banker's Acceptance (BA): (1) Short-term, non-interest-bearing notes sold at a discount and redeemed by the accepting banks at maturity for face value. BA's are generally created based on a letter of credit issued in a foreign trade transaction. (2) A money market instrument that is used to finance import or export transactions. BA's are essentially checks. They represent a bank's promise and ability to pay the face or principal amount on the banker's acceptance on the stipulated maturity date. Maturities for BA's are generally less than three months. Any BA purchased by a public entity must have a stated maturity of 270 days or less, must be accepted by a bank organized and existing under federal law, and the short-term obligations of the bank must be rated not less than A1/P1. Similarly to a treasury bill, a BA typically does not have a coupon, is issued at a discount, and matures at par (face value).

Basis Point (BP): The smallest unit of measurement used in quoting yields on bonds and notes. One basis point is .01%, or one one-hundredth (1/100) of a percent of yield (.01% or .0001). One hundred basis points equals 1%.

Benchmark: The performance of a predetermined group of securities, individual security, or an index used to compare risk and performance to a managed portfolio. A good benchmark should be verifiable, easy to understand, and appropriate to the investment portfolio to which it is being compared. Typical benchmarks used in the public sector include three-month, six-month, and one-year Treasury bill averages over the same measurement period. The benchmark selected should have a similar maturity to the investment portfolio under examination.

Book Entry: The name given to securities whose ownership and transfer occurs on a computer system rather than the physical delivery of a security. This system eliminates the need to physically transfer bearer-form paper, or to register securities by using a central depository facility/bank.

Book Value: The value at which the security is carried in the financial records of an investor. A security's book value reflects the price at which the security was originally bought, plus the net amortization/accretion up to that point in time. In the case of assets subject to reduction by valuation allowances, book value refers to cost or stated value less the appropriate allowance. Sometimes a distinction is made between gross book value (the value before deduction of related allowances) and net book value (which designates the value after the deduction). In the absence of any modifiers, however, book value is understood to be synonymous with net book value.

Broker: An individual who brings security buyers and sellers together in return for a commission or fee. The broker takes no position in a securities trade, and does not act as a principal or own securities. A broker will assist an investor in buying and selling treasuries, agencies, commercial paper and other authorized investments.

Commercial Paper: Defined as unsecured short-term obligations with maturities ranging from one to 270 days issued by banks, corporations, and other borrowers to investors with large temporary cash positions. This type of investment is usually issued at a discount and carries a zero coupon. The accounting process for commercial paper is identical to the accounting process for a treasury bill.

Committee on Uniform Securities Identification Procedures (CUSIP): Assigns codes to securities for the purpose of identification. These codes are often referred to as a security's CUSIP number (a nine-digit, alpha/numeric identification number).

Compensating Balance: The amount of money that a bank requires a customer to maintain in a non-interest bearing account, in order to waive bank fees.

Credit Risk: A type of investment risk. The risk that the issuer of a security will default or fail, or that the issuer's credit rating will be lowered. If one of these events occurs, part or all of the invested principal in the security could be lost. Credit risk exposure can be affected by a concentration of deposits or investments in any ONE type of investment.

Current Yield: The annual interest rate divided by the current market price. Current yield is what a bond is actually yielding today as opposed to the yield to maturity or coupon rate.

Custodial Agreement: A written contract establishing the responsibilities of a custodian who holds collateral for deposits with financial institutions, investment securities or securities underlying repurchase agreements.

Delivery vs. Payment (DVP): This occurs when securities are delivered with an exchange of money or payment for the security.

Discount: (1) The difference between the purchase price (cost) of a security and its par (face) value. This discount represent the income to be earned on the security, and will be accreted over the life of the security. (2) A security selling below the original offering price shortly after the sale is also considered to be a discount. (3) In the context of bonds payable and investments, the amount by which par value exceeds the price paid for a security.

Discount Securities: Non-interest bearing money market securities that are issued at a discount and redeemed at maturity for the full face value.

Face Value: (1) The par value or maturity value of a security. (2) The redemption value printed on the face of the certificate. (3) The amount of the issuer's liability stated in the security document.

Fair Market Value: The price a willing buyer would purchase the security from a willing seller in a bona fide arm's length transaction.

Federal Funds Rate: The rate of interest at which banks with excess reserves charge other banks lacking these reserves for overnight loans in order for the bank in need to meet their reserve requirements. This important overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve "raises rates", the target federal funds rate is increased and other short-term security yields will follow. Since investment pools and money market funds invest heavily in short-term securities, their interest rates often approximate the federal funds rate at any given time.

Federal Home Loan Bank (FHLB): A banking institution that regulates and lends money to savings and loan associations, cooperative banks and other mortgage lenders in a manner that is similar to the Federal Reserve's relationship with commercial banks. The FHLB system is made up of 12 regional banks. The FHLB system raises money by issuing notes and bonds. It lends money to savings and loans and other mortgage lenders, based on the amount of collateral the borrowing institution can provide. The FHLB issues both callable and noncallable agency securities as well as discount notes.

Federal Home Loan Mortgage Corporation (FHLMC): The FHLMC, otherwise known as "Freddie Mac" is a publicly chartered agency that buys qualifying residential mortgages from lenders. It repackages these pooled mortgages into new securities that are backed by the pooled mortgages, provides certain guarantees, and then resells them in the open market. They issue both callable and noncallable agency securities as well as discount notes.

Federal Housing Administration (FHA): The federally sponsored agency that insures lenders against loss on residential mortgages.

Federal National Mortgage Association (FNMA): The FNMA, otherwise known as "Fannie Mae", is a federal corporation that operates under the auspices of the United States Department of Housing and Urban Development (HUD). This corporation is the largest single provider of residential mortgage funds in the U.S. FNMA is a private stockholder-owned corporation that purchases a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. It purchases conventional and insured mortgages from governmental

agencies such as the FHA and VA. Its securities are highly liquid and widely accepted. FNMA issues both callable and noncallable agency securities as well as discount notes.

Federal Reserve Bank (or the Fed): Any one of 12 federally chartered banks established to maintain reserves, issue bank notes, and lend money to member banks.

Government Accounting Standards Board (GASB): Established in 1984 as an arm of the Financial Accounting Foundation, it is responsible for developing standards of financial accounting and reporting with respect to the activities of state and local governments.

Government National Mortgage Association (GNMA): The GNMA, otherwise known as "Ginny Mae" buys VA and FHA mortgages, then issues bonds that are secured by pools of these mortgages. An investor in this type of bond receives monthly payments of principal and interest that represent monthly mortgage payments by homeowners.

Investment Pool (or Local Government Investment Pool): A professionally managed pool of funds composed of cash deposits from a large group of cities, counties, school districts and local governments. In Texas, the ability to pool assets was created under the Local Government Cooperation Act. The pool manager purchases a portfolio of securities with the deposits and each pool participant owns a pro rata share in the portfolio.

Investment Portfolio (or Portfolio): The holdings of stocks, bonds, cash equivalents, or other assets by an individual, corporation, or institution.

Investment Risk: The total of all risks associated with an investment security.

Market Value: (1) The price at which a security is trading and could presumably be purchased or sold. (2) The current value of a security, which is determined by multiplying its par (face) value by the current market price. The unrealized gain or loss on a security can be calculated by subtracting the book value from the market value.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity (or Maturity Date): This refers to the date when the principal amount of a security or debt becomes due and payable.

Money Market Account: A savings account that generally earns interest at a higher rate than a regular savings account. Money Market accounts have a required minimum balance and other restrictions.

Money Market Fund: (1) A mutual fund that is invested in short-term investments. (2) An open end investment company (mutual fund) that invests in money market instruments. It is a highly liquid investment that pays money market rates of interest.

Net Asset Value Funds (NAV): A mutual fund whose share values fluctuate with changes in market prices. A net asset value fund seeks to offer a higher yield than a constant dollar fund (money market fund) by purchasing longer maturing securities. These net asset value funds experience market fluctuations due to the risk of the longer securities. These fluctuations will subject the investor to a higher level of market price and volatility risk than a constant dollar fund.

Public Funds Investment Act (PFIA): This act is Chapter 2256 of the Texas Government Code and details the state law governing the investment of public funds.

Ratings: Ratings are (1) designations used by investors or by services to give relative indications of credit quality. (2) In the context of bonds, a rating is normally an evaluation of credit-worthiness performed by an independent rating service.

Repurchase Agreement (REPO): An investment agreement involving the purchase of a security with a simultaneous agreement to repurchase that security at a specified price and date. REPO's may be used to earn income on idle cash at or near the federal funds market rate. A holder of securities sells them to an investor with a repurchase agreement. The buyer is in effect lending the seller money for the period of the agreement. The term of the repurchase agreement is structured to compensate the buyer. Dealers often use repurchase agreements to finance their positions. The exception occurs when the Fed is said to be doing repurchase agreements, in this instance it is lending money; i.e., increasing bank reserves. Repurchase agreements should always be governed by an executed PSA Master Repurchase Agreement between the investor and the dealer to reduce both these types of collateral risk.

Settlement Date: The purchase or sale date during which money actually changes hands.

Treasury (or Treasuries): A general term referring to U.S. Treasury securities.

Treasury Bill (T-Bill): A marketable, short-term, noninterest bearing, security that is issued by the U.S. Treasury at a discount to finance the national debt. They are issued to mature in three months (90 days), six months (180 days), or one year (365 days).

Treasury Bond (T-Bond): A marketable, long-term, fixed interest bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of more than 10 years.

Treasury Note (T-Note): A marketable, medium-term, coupon bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of 2 to 10 years.

Weighted Average Maturity (WAM): The common term, usually expressed in number of days, which represents a weighted average of the remaining term to maturity of all of the assets in an investment pool or securities portfolio. A longer WAM is generally indicative of more market risk. The maximum WAM for AAA-rated money market pools in Texas is 60 days. An SEC money market fund may have a 90-day WAM.

Yield: Yield is the return, expressed as a percentage, a security will earn as a result of both the coupon rate and any discount or premium paid. A yield will exceed the coupon if purchased at a discount (and vice-versa).


ECISD
OUR students...THE future



REQUEST FOR APPROVAL TO ENTER INTO THE PARTICIPATION AGREEMENT THAT WILL EXTEND THE INTERLOCAL AGREEMENT WITH PURCHASING COOPERATIVES (COOP) AND ECTOR COUNTY ISD

Ector County ISD is requesting approval to participate and enter into participation agreements with:

- Choice Partners Cooperative - 2026-2027 Participation Agreement for School Nutrition

Cooperatives (coops) allow ECISD to use purchasing cooperatives instead of performing competitive bidding to receive better value on goods and services through a pooled purchasing power. ECISD uses cooperatives to purchase a variety of goods and services.

BUDGETARY IMPACT: Purchasing cooperatives are mainly funded through fees paid by vendors, and sometimes by members. This co-op is free.

STATUTORY REFERENCES:

- The Texas Education Code, Section 44.031
- The Texas Local Government Code, Section 271.102
- The Texas Business Organizations Code, Chapter 251

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It is recommended that the Board of Trustees approve the Participation Agreement as presented.

Approved

_____ _____

Board President Date



REQUEST FOR APPROVAL OF RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

The following request is being presented for approval to designate authorized representatives/signers for TexPool and TexPool Prime.

REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS APPRAISERS FOR THE 2026-2027 SCHOOL YEAR

Each year, districts are required to have their Texas Teacher Evaluation & Support System (T-TESS) and Texas Principal Evaluation & Support System (T-PESS) appraisers approved by their Board of Trustees. The appraisers on the list have successfully completed and maintained the necessary credentials to be able to evaluate Teachers (T-TESS) and Principals (T-PESS) in ECISD.

2026-2027 T-TESS CERTIFIED APPRAISERS

Last Name	First Name	T1 Cert Status	Cert Year
ACOSTA	MARGARITA	Certified	2026 - 2027
AGDIPA	SARA JANE	Certified	2026 - 2027
AGUILAR	PRISCILLA	Certified	2026 - 2027
AGUILAR	MAGDALENA	Certified	2026 - 2027
ANDERSON	HEATH	Certified	2026 - 2027
ANDERSON	AMY	Certified	2026 - 2027
ANDERSON	AMANDA	Certified	2026 - 2027
ANDREWS	CONNIE	Certified	2026 - 2027
ARANDA	MARIBEL	Certified	2026 - 2027
ARROTT	MICAH	Certified	2026 - 2027
ASAKAWA	YVONNE	Certified	2026 - 2027
AVILA	ABEL	Certified	2026 - 2027
AVILA	ELIAZABETH	Certified	2026 - 2027
AZCARATE	MONICA	Certified	2026 - 2027
BARRIENTES	RENE	Certified	2026 - 2027
BARTON	BRANDI	Certified	2026 - 2027
BAUTISTA	JOSE	Certified	2026 - 2027
BIZZELL	AMANDA	Certified	2026 - 2027
BIZZELL	JENNIFER	Certified	2026 - 2027
BLAND	HEATHER	Certified	2026 - 2027
BLAYLOCK	WELTON	Certified	2026 - 2027
BOEN	KIRA	Certified	2026 - 2027
BRAZIEL-SMITH	ANGELA	Certified	2026 - 2027
BREWSTER	AUNDREA	Certified	2026 - 2027
BROOKS	LOLA	Certified	2026 - 2027
BRYER	KIMBERLY	Certified	2026 - 2027
CAMPOS	SAMANTHA	Certified	2026 - 2027
CARLOS	FRANCES	Certified	2026 - 2027
CARTER	WHITNEY	Certified	2026 - 2027
CARVER	MELISSA	Certified	2026 - 2027
CASILLAS	COSME	Certified	2026 - 2027
CASTILLO	STEPHANI	Certified	2026 - 2027
CELIS	CHERALDIN	Certified	2026 - 2027
CHAVEZ	JENNIE	Certified	2026 - 2027
CRIER	ZENOVIA	Certified	2026 - 2027
CRISSINGER	MARK	Certified	2026 - 2027
CROW-ANDERSON	AMY	Certified	2026 - 2027
DANNHEIM	PAULA	Certified	2026 - 2027
DE LOERA	DENISE	Certified	2026 - 2027

DOBBINS	ALEXANDRIA	Certified	2026 - 2027
DOCKTOR	MICHEL	Certified	2026 - 2027
DOCKTOR	BECKY	Certified	2026 - 2027
DOLLOFF	HEATHER	Certified	2026 - 2027
DOMINGUEZ	APRIL	Certified	2026 - 2027
FERRINI	MICHELLE	Certified	2026 - 2027
FLORES	LORENA	Certified	2026 - 2027
FLORES	DORA	Certified	2026 - 2027
GALINDO	TANYA	Certified	2026 - 2027
GARCIA	ALEJANDRA	Certified	2026 - 2027
GARCIA	SYDNEY	Certified	2026 - 2027
GARMS	DANIELLE	Certified	2026 - 2027
GOMEZ	ANGELICA	Certified	2026 - 2027
GONZALES	THOMAS	Certified	2026 - 2027
GONZALEZ	NORA	Certified	2026 - 2027
GORMAN	MARY	Certified	2026 - 2027
GREEN	JACOB	Certified	2026 - 2027
HAMILTON	MICHAEL	Certified	2026 - 2027
HAWLEY	MICHAEL	Certified	2026 - 2027
HEAD	CARLA	Certified	2026 - 2027
HILL	ANDY (MELVON)	Certified	2026 - 2027
HINER	MISTY	Certified	2026 - 2027
HOLGUIN	ALISHA	Certified	2026 - 2027
HOWELL	STACI	Certified	2026 - 2027
HUTCHINS	MARY	Certified	2026 - 2027
JENKINS	ZEALIA	Certified	2026 - 2027
JIMENEZ	MIRNA	Certified	2026 - 2027
KEAST	MICHELLE	Certified	2026 - 2027
KENNEDY	MADISON	Certified	2026 - 2027
KING	LALONNIE	Certified	2026 - 2027
KLATTENHOFF	JOHN	Certified	2026 - 2027
KYLE	RICHARD	Certified	2026 - 2027
LARA	SUSANA	Certified	2026 - 2027
LEE	REGINA	Certified	2026 - 2027
LEYVA	MAYRA	Certified	2026 - 2027
LIMON	HECTOR	Certified	2026 - 2027
LOPEZ GOMEZ	CLAUDIA	Certified	2026 - 2027
MACIAS	MARCELA	Certified	2026 - 2027
MAGNESS	JAMES	Certified	2026 - 2027
MARQUEZ	CRYSTAL	Certified	2026 - 2027
MARQUEZ	MIRA	Certified	2026 - 2027

MARSHALL	JULIE	Certified	2026 - 2027
MARTIN VELICIAS	SONIA	Certified	2026 - 2027
MATA	JOSIE	Certified	2026 - 2027
MCCLELLAN	JOHN	Certified	2026 - 2027
MCKNIGHT	DEJA	Certified	2026 - 2027
MILLER	KARL	Certified	2026 - 2027
MOBERLY	ELISHA	Certified	2026 - 2027
MOCK	JENNIFER	Certified	2026 - 2027
MONTALVO	TRISHA	Certified	2026 - 2027
MORAN	STEPHANIE	Certified	2026 - 2027
MORENO	EFRAIN	Certified	2026 - 2027
MORENO	JESSICA	Certified	2026 - 2027
MUNOZ	JOSE	Certified	2026 - 2027
NALL	KYRSTEN	Certified	2026 - 2027
NATIVIDAD-RAMOS	SAMANTHA	Certified	2026 - 2027
NORMAN	JANA	Certified	2026 - 2027
NUNEZ	CECILIA	Certified	2026 - 2027
ONTIVEROZ	RICHARD	Certified	2026 - 2027
ORTIZ	SENOVIO	Certified	2026 - 2027
PARKER	STEVEN	Certified	2026 - 2027
PERRY	LACEE	Certified	2026 - 2027
PETTIGREW	MICAH	Certified	2026 - 2027
PINA	ANGELA	Certified	2026 - 2027
PUGH	CHRISTIAN	Certified	2026 - 2027
RAMAGE	JAMES	Certified	2026 - 2027
RAMIREZ	LAURA	Certified	2026 - 2027
RAMIREZ	REBECCA	Certified	2026 - 2027
RAMOS	AMANDA (MARIE)	Certified	2026 - 2027
REDDELL	ERIN	Certified	2026 - 2027
REY	LIZETTE	Certified	2026 - 2027
REYNA OLVERA	KARLA ELISA	Certified	2026 - 2027
RIVERA	VALERIE	Certified	2026 - 2027
RODRIGUEZ	RAQUEL	Certified	2026 - 2027
ROMANO	ANGELA	Certified	2026 - 2027
ROSALDO	BENJIE	Certified	2026 - 2027
SALDIBAR	BERTA	Certified	2026 - 2027
SALINAS	CHRISTINA	Certified	2026 - 2027
SEAGO	JESSICA	Certified	2026 - 2027
SEGURA	MARIA	Certified	2026 - 2027
SESSIONS	ELISHA	Certified	2026 - 2027
SIERRA	AMANDA	Certified	2026 - 2027

SMITH	JARED	Certified	2026 - 2027
SNYDER	MEGAN	Certified	2026 - 2027
SPIVY	MATTHEW	Certified	2026 - 2027
STANSELL	KELLY	Certified	2026 - 2027
STEVENS	WILLIAM	Certified	2026 - 2027
TAVAREZ	LAUREN	Certified	2026 - 2027
TREJO	ABIGAIL	Certified	2026 - 2027
VALADEZ	ROSEMARY	Certified	2026 - 2027
VALDERAZ	ROSEMARY	Certified	2026 - 2027
VARELA	MARK	Certified	2026 - 2027
VARELA	JOLYNN	Certified	2026 - 2027
VESELY	KRISTEN	Certified	2026 - 2027
VILLEGAS	PRICILLA	Certified	2026 - 2027
WAGGONER	DIANNE	Certified	2026 - 2027
WARBER	AMANDA	Certified	2026 - 2027
WASHINGTON	CYNDI	Certified	2026 - 2027
WATSON	JASON	Certified	2026 - 2027
WATTS	MEGAN	Certified	2026 - 2027
WEEKLY	WILLIAM	Certified	2026 - 2027
WEEKLY	DEEANN	Certified	2026 - 2027
WILSON	MELISSA	Certified	2026 - 2027
WOODY	LYNSEY	Certified	2026 - 2027
WRIGHT	STEPHANIE	Certified	2026 - 2027
ZUNIGA	ALICIA	Certified	2026 - 2027

REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS CALENDAR FOR THE 2026-2027 SCHOOL YEAR

Each year, districts are required to develop the schedule for Teacher and Principal appraisals. The T-TESS and T-PESS Calendar sets the dates for district evaluations for ECISD Teachers and Principals.

ECISD 2026-2027
Appraisal Calendar

T-TESS APPRAISAL CALENDAR 2026-2027 - This will be used for all teachers, certified, non-certified (DOI) and Instructional Facilitators (IFs)

T-TESS Orientation & Refresher Window	July 27, 2026 - August 21, 2026
First Day for Walkthroughs	August 26, 2026
First Day for Formal Observation	September 2, 2026
Goal Setting & Professional Development Part I Due Student Achievement Goal(s) and Professional Goal(s) Due *required for everyone	September 11, 2026 (due)
Late Hires – First Day for Formal Observation	2 weeks after orientation
Last Day for Formal Observations for all New Teachers and those on Probationary Contracts or Growth Plan	December 17, 2026
Last Day for Formal Observations for all teachers	March 4, 2027
Late Hires – Goal Setting & PD Plan Conference	Within 6 weeks from the date of Orientation
Goal Setting & PD Plan Part II and Domain IV Evidence	April 9, 2027 (due)
End of Year Summative Conference	April 23, 2027 (due)
End of Year Written Appraisal	May 7, 2027 (due)

T-TESS Annual Appraisal Process Timeline

<table>
<tr><th colspan="3">Current Year</th><th>Next Year</th></tr>
<tr><th>Weeks 1-6</th><th>Weeks 6 through
End-of-Year Conferences</th><th>At Least 15 Days Prior to the Last Day of Instruction</th><th>Weeks 1-6</th></tr>
<tr><td>Teacher Orientation
(No later than the first three weeks of school and at least two weeks before the first observation)</td><td>Teacher Orientation for Late Hires</td><td rowspan="2">End-of-Year Conferences
- Review summative scores for Domains I, II and III
- Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions
- Review results of the performance of the teachers' students
- Review potential goals and professional development plans for the next school year
Note: Domain 4 is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.</td><td rowspan="3">Teacher Orientation for teachers new to T-TESS, the district, and when district policy has changed from the last orientation.
(No later than the first three weeks of school and at least two weeks before the first observation)

Goal-Setting and Professional Development (GSPD) Plan
- Returning teachers review the goal(s) established at the EOY Conference to determine if changes are needed, and submit within first six weeks of instruction.
- New teachers are guided through the GSPD process to self-assess, develop goals, and establish a professional development plan, then submit within six weeks of the orientation.</td></tr>
<tr><td>Goal-Setting and Professional Development (GSPD) Plan
- Submitted to the appraiser for approval within six weeks from the day of completion of the orientation.
- A GSPD Conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district.</td><td>Goal-Setting and Professional Development Plan for Late Hires
- Submitted to the appraiser within six weeks from the day of the completion of the orientation.

Ongoing review of teacher and student data

Ongoing review of the GSPD plan to formatively assess progress towards goals, professional development impact, and teacher and student performance

Ongoing collection of evidence to support Domain IV
- Teacher and appraiser</td></tr>
<tr><td colspan="3">Informal observations and walkthroughs with ongoing feedback to support and develop teacher practices</td></tr>
<tr><td></td><td colspan="2">Formal observation window established per local policy – Excludes/prohibits observations in the two weeks following the orientation</td></tr>
</table>

*SOURCE: T-TESS Appraiser Handbook

T-PESS APPRAISAL CALENDAR 2026-2027

School Site Visits/Informal Assessment	August 11, 2026 - May 27, 2027
T-PESS Orientation & Refresher Window	July 13, 2026 - August 3, 2026
T-PESS Orientation – Late Hires	September 14, 2026 - October 2, 2026
Self-Assessment/BOY Goal Setting Window *(Must be submitted prior to BOY Goal Setting Conference)*	August 11, 2026 - September 18, 2026
Self-Assessment/BOY Goal Setting Window - Late Hires	Within 3 weeks from the date of Orientation
BOY Goal Setting/Refinement Conference	September 25, 2026 (due)
BOY Goal Setting/Refinement Conference – Late Hires	Within 5 weeks from the date of Orientation
MOY Progress (Meeting Window)	December 1, 2026 – January 29, 2027
MOY Progress Toward Goal Attainment Form	January 29, 2027
Artifacts and Evidence Identification and Collection	April 23, 2027 (due)
EOY Performance Discussion Window	April 26, 2027 - May 14, 2027
Final Evaluation and Goal Setting Meeting	June 24, 2027 for 217-day employees June 30, 2027 for 227-day employees

2026-2027 Non T-TESS/Non T-PESS Appraisal Schedule and Procedures

All District employees must receive a formal appraisal each school year. The appraisal document can be located in Eduphoria Strive and is directly tied to the Strategic Plan. Those appraised under T-TESS and TPESS will follow the T-TESS or T-PESS process including Goal-Setting. Employees who are not appraised by T-TESS or T-PESS must follow the procedures below.

1. All supervisors must identify the employees in their department for whom they are responsible and share the document the supervisor will use to evaluate the employee this year.

2. All evaluations must be completed in Eduphoria Strive. No paper copies will be accepted

3 A **beginning** of year goal setting conference and a **mid-year** review is required to facilitate decision making before the awarding of contracts in February for administrators and April and May for others.

4. Timeline:
*Goal setting: August 11, 2026 - September 18, 2026
*Meet with Supervisors: September 14, 2026 - October 9, 2026
*Late Hires: Goal setting and meet with supervisors within three weeks of hire
*Mid-Year Reviews Due: February 26, 2027

4. The appraisal documents are maintained in Eduphoria Strive. Contact Instructional Technology, Jessica Dominguez (ext 068481) for assistance accessing documents.

5. The following are the deadlines for completed appraisals based on the number of working days for each employee:

- 187- April 23, 2027
- 197- April 23, 2027
- 207- April 23, 2027
- 217- June 2, 2027
- 227- June 17, 2027

6. Campus administrators should work collaboratively with the appropriate departments, as needed, to assist in the appraisal of the employees supported by that department (including but not limited to Athletics, Special Education, GT, Fine Arts, Counseling, etc.). Please note, only one appraisal is required.

7. All supervisors should gather preliminary information on the performance of each employee they supervise prior to the end of the first semester. Concerns must be reported to the department's supervisor (Chief, Executive Director, Director) and appropriate HR Director if the employee may be recommended for non-renewal or termination, or if you desire to not offer a letter of reasonable assurance for a para-professional, non-contracted employee. Documentation must show concerns were clearly communicated to the employee in a timely manner and clearly define the efforts of the supervisor to support the employee to improve in the area(s) of concern.

8. Please contact the appropriate HR Director if you have any questions or concerns.

Elem Teachers/International Teachers: Sandra Banda (sandra.banda@)
Secondary Teachers/Sped/Police: Tony De La Rosa (hiram.delarosa@)
Paraprofessionals/Part Time: Dr. Jessica.Southern (jessica.southern@)
Auxiliary/Subs: Natalie Fitzgerald (natalie.fitzgerald@)
Professional Employees: Dr. Carole Campbell (carole.campbell@) ext 061007

REQUEST FOR APPROVAL OF PERSONAL SERVICES BY DR. CHERYL WILSON FOR ADJUNCT PROFESSOR FOR ODESSA COLLEGE PURSUANT TO TEXAS EDUCATION CODE §11.006(C)

Request that the Board of Trustees approve the personal services between Dr. Cheryl Wilson and Odessa College for the role of Education Adjunct Professor, pursuant to Texas Education Code § 11.006(c), and make the required statutory determinations to authorize this arrangement.



REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

Attached you will find the request for approval of the interlocal agreement between The Ector County Independent School District and Communities in Schools of the Permian Basin, Inc (CIS). CIS provides 15 full-time campus coordinators across 16 campus sites. CIS will provide: Supportive Guidance, Health and Human Services, Parent and Family Engagement, Enrichment Activities, College and Career Readiness, and Academic Support. Mental health supports are included in Communities in Schools supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy. The cost of the CIS services is $520,000 and is paid from State Compensatory Education Funds.

INTERLOCAL AGREEMENT BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT & COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "the Agreement," is made by and between the Ector County Independent School District (hereinafter referred to by name or as "ECISD"), and Communities in Schools of the Permian Basin, Inc. (hereinafter referred to by name or as "CISPB"), pursuant to Chapter 791 of the Texas Government Code.

WHEREAS, CISPB is a non-profit organization administered by the Texas Education Agency ("TEA"); and

WHEREAS, ECISD desires to contract with CISPB to render services to ECISD students participating in the CISPB model; and

WHEREAS, CISBP desires to perform said services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ECISD and CISPB (collectively the "Parties") enter into the following Agreement:

ARTICLE 1 – CONTRACT TERM

This Agreement for services is effective September 1, 2026, and shall continue through August 31, 2027 (the "Term")

ARTICLE 2 – PURPOSE

The purpose of the Agreement is to provide assistance to ECISD students who are at risk of not obtaining a high school diploma and who meet the TEA "At-Risk" criteria according to the Texas Education Code 29.081 (d) 1 through 13 (g) ("Participating Students")

ARTICLE 3 – SCOPE OF SERVICES

CISPB will provide ECISD with the following projects and services at each campus receiving CISPBs services ("Participating Campus") throughout the Term

CASE MANAGEMENT

(1) CISPB will provide at minimum of one, full-time Campus Coordinator at each of ECISD's Participating Campus high schools to assist and case manage up to 90 ECISD Participating Students. CISPB will provide a minimum of one, part-time Campus Coordinator at all other Participating Campuses to assist and case manage up to 90 ECISD Participating Students. CISPB will case manage Participating Students and will coordinate referrals to and from its partnering agencies. Services provided by CISPB will minimally provide the six (6) components of the Communities in School ("CIS") model: Supportive Guidance; Health and

Human Services; Parent and Family Engagement; Enrichment Activities; College and Career Readiness; and Academic Support (the "Services").

(2) Program offerings that address academic or social development topics and which are developed by CISPB and/or partner agencies may be implemented on individual campuses with the respective campus administrator's approval, which may be withheld.

(3) Each Campus Coordinator will be expected to meet the established goal of providing Services to 90 students per campus by February 28, 2027.

MENTAL HEALTH SUPPORTS

In accordance with ECISD's Board Policies, especially those policies relating to counseling and mental health services, CISPB shall provide the following Mental Health Supports throughout the Term:

(1) Mental health supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy.

(2) Consistently occurring counseling sessions and/or peer-support services for each student identified as requiring the service, according to student need.

(3) Ongoing evaluation of students' mental health risk and progress through evidence-based assessment tools and practices.

(4) Supervision and oversight of the mental health support team in accordance with CIS personnel policies and consistent with state law and ECISD's policies. Project staff members remain employees of CIS.

(5) CIS-led mental health trainings will be offered to ECISD at reduced or no cost.

ECISD PROGRAM SUPPORT REQUIREMENTS

ECISD will provide to CISPB during the term hereof, the following projects and services:

(1) A computer-generated list of students meeting the TEA definition of "at-risk." This list will be supplied to CISPB as soon as practicable following the Effective Date. CISPB will focus on enrolling students from this list by contacting parents to promote the services available to their children.

(2) Additional referrals of students meeting the TEA definition of "at-risk" throughout the academic year.

(3) Ensure teachers and administrators at all participating campuses are familiar with the combined goals of ECISD and CISPB and that ECISD campus staff work cooperatively with CISPB to ensure the goal of 90 students per campus is met by January 31, 2027.

(4) Ensure CISPB has adequate access to student data records necessary to assess the eligibility of students for the CIS program, assess student needs, monitor student progress, and to evaluate

the effectiveness of service delivery. Such data will include demographics, grades, attendance records, STAAR testing, transcripts, behavior referrals, graduation plans, and any other data required to case manage students as required in the TEA Campus Handbook.

(5) Provide a single point of contact responsible for resolving problems with CISPB providing Services, meeting expected outcomes, and/or addressing any issues preventing CISPB from reaching program goals.

(6) Provide a dedicated space for CISPB staff at each Participating Campus. These dedicated spaces shall be provided with janitorial services, utilities, maintenance/repair, phones, office furniture, and a computer.

(7) Include CISPB staff in district trainings and seminars related to the combined goals of ECISD and CISPB of retention and graduation of at-risk students.

ARTICLE 4 – CAMPUS AND DISTRICT IMPROVEMENT PLANS

ECISD will ensure that CISPB is written into the campus and district improvement plans as a strategy for drop-out prevention.

ARTICLE 5 – SUPERVISION

CISPB as employer of record for the Campus Coordinators will provide day-to-day supervision of work product and behavior as required by CISPB Employee Handbook and the TEA mandated CIS Program Operations Requirements. ECISD, as campus host, will provide feedback to CISPB management on work product and behavior, both positive and negative as required. CISPB will communicate issues requiring significant disciplinary actions with ECISD. CISPB remains the final authority on disciplinary measures related to Campus Coordinators when the problem is related to CIS policies and procedures. Campus administration will be provided monthly reports of each Campus Coordinator's activities. Should a Coordinator's job performance need improvement, CISPB will place the Coordinator on a Performance Improvement Plan designed to best serve the employee, ECISD, and the students. CISPB will immediately investigate and address any workplace conduct or behavior ECISD believes to be disruptive or counter-productive to the Campus educational process. ECISD may request the removal of a Campus Coordinator or other CISPB staff for cause, which includes any violation of ECISD's Board Policies, a violation(s) of this Agreement, or any act or omission that involves moral turpitude or that reflects poorly on ECISD. Upon ECISD's request, CISPB shall remove said Campus Coordinator or staff member immediately.

ARTICLE 6 – EVALUATION COMPONENT

CISPB will provide to ECISD a written report of the program's effectiveness prior to the end of the Term. Surveys will be distributed to students, parents, and administrative and support staff by April 2027 for evaluation of the current year's services.

ARTICLE 7 – PROGRAM PLACEMENT

The following schools are included in the Term's program contract. Number in parentheses, (#), indicates number of positions dedicated to that campus:

Odessa Senior High School (2)
Permian Senior High School (2)
Alternative Education Center (0.5)
Bonham Middle School (1)
Bowie Middle School (1)
Crockett Middle School (1)
Nimitz Middle School (0.5)
Ector Middle School (1)
Wilson & Young Medal of Honor Middle School (1)
Vasquez Middle School (1)
Murry Fly Elementary (1)
Dowling Elementary (0.5)
Goliad Elementary (0.5)
Buddy West Elementary (0.5)
Cavazos Elementary (0.5)
Downing Elementary (1)

This is a total of 15 staff positions on 16 campus sites.

ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the services to be performed by CISPB pursuant to this Agreement, ECISD agrees to pay to CISPB **$420,000.00**.

Within 30 days of receipt of invoice from CISPB, payment shall be paid in **quarterly installments of $105,000.00 for services rendered for the total sum of $420,000.00.**

CISPB agrees to staff each funded position in accordance with the service model outlined in this Agreement and shall make reasonable efforts to fill any vacant position in a timely manner.

CISPB shall notify ECISD within three (3) business days of any vacancy in a funded position and provide an estimated timeline for filling the position.

If the vacancy extends beyond thirty (30) calendar days, ECISD shall be entitled to a prorated reduction or credit beginning on the thirty-first (31st) day of the vacancy and continuing for the duration of time the position remains unfilled. The prorated adjustment shall be calculated based on the total annual cost assigned to the position. This compensation penalty clause is not applicable if the CISPB staff position opening is a cause of the CISPB employee being hired by ECISD during the Term.

ARTICLE 9 – USES OF ECISD INFORMATION AND STUDENT RECORDS BY CISPB

Authorized representatives of CISPB may access and use information obtained from ECISD's student database systems for the sole purpose of enrolling and case managing ECISD students in the CIS program. CISPB will not release or disclose to the public or any third party such information or records without the prior written consent of the parent(s) of the minor child in question, except as required by the state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of CISPB for the permissible uses stated herein. Said information is considered confidential, and shall not be used by CISPB or any of its employees or agents for private

purposes. CISPB acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. In cases as needed or requested, the Health Insurance Portability and Accountability Act ("HIPAA)" may be enacted to protect student personal health information. Accordingly, CISPB will educate and inform its staff regarding ECISD "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from ECISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.). CISPB further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by CISPB after the need for such information ceases to exist.

ARTICLE 10 – TERMINATION

This Agreement may be terminated by any of the following occurrences:

A. By mutual agreement and consent in writing by both parties.
B. By either party upon thirty (30) days written notice to the other party.
C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

ARTICLE 11 – AMENDMENTS

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

ARTICLE 12 – ASSIGNMENT

Neither party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other party.

ARTICLE 13 – LIABILITY AND INDEMNITY

The parties hereto agree to the extent permitted by law, to forever release from liability, indemnify, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, CISPB agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless, ECISD for the acts and/or omissions of any CISPB employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, ECISD agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless CISPB for the acts and/or omissions of any ECISD employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

ARTICLE 14 – NOTICES

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For CISPB: Communities In Schools of the Permian Basin, Inc.
Eliseo Elizondo, Executive Director
PO Box 10532
Midland, TX 79702

For ECISD: Ector County Independent School District
Dr. Keeley Boyer, Superintendent
802 N. Sam Houston Ave.
Odessa, TX 79761

ARTICLE 15 – APPROPRIATION OF FUNDS

CISPB and ECISD agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. CISPB and ECISD acknowledge that this Agreement is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues available to the paying party, and any future payments are subject to appropriations.

ARTICLE 16 – WARRANTIES & REPRESENTATIONS

CISPB warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The CISPB warrants and represents that it will not engage in such acts or omissions during the Term.

CISPB warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations with energy companies, or with a person or entity doing business with energy companies. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The CISPB warrants and represents that it will not engage in such acts or omissions during the Term.

CISPB warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the Term against a firearm entity or firearm trade association.

IN WITNESS WHEREOF, Communities In Schools of the Permian Basin, Inc. and the Ector County Independent School District agree to the terms as set forth above, this Agreement shall be effective on the date described in Article 1 provided Agreement is fully executed by the proper authorities of each entity, after approval by the governing bodies of such entities.

AGREED TO BY:

COMMUNITIES IN SCHOOLS
OF THE PERMIAN BASIN, INC.

By: 

Eliseo Elizondo, Executive Director

Date: May 29, 2026

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____

Keeley Boyer, Superintendent

Date: _____

REQUEST FOR APPROVAL OF PARTNERSHIP AGREEMENT BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND ACCELERATION ACADEMIES

The Student and School Support Division recommends that the Board approve a Partnership Agreement between Ector County Independent School District and Acceleration Academies, LLC. The agreement provides a high-quality, high-impact educational program that supports dropout prevention, dropout recovery, and credit recovery for students who have dropped out of school or are significantly credit deficient and at risk of not graduating. The agreement establishes a five-year partnership beginning July 1, 2026, and may be amended annually if certain requirements are met and mutually agreed upon by both parties. The partnership will continue to provide individualized academic support, flexible instructional options, and comprehensive services designed to re-engage students and accelerate progress toward earning a high school diploma.

Docusign Envelope ID: 97BE3A24-74B0-8691-82B6-37EECCADEE6A

PARTNERSHIP AGREEMENT BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND ACCELERATION ACADEMIES, LLC

This Partnership Agreement ("Agreement") is approved on August 18, 2026, with the "Effective Term Date" beginning on July 1, 2026, by the Ector County Independent School District ("District"), and Acceleration Academies, LLC ("Acceleration Academies") (collectively the "Parties").

PREAMBLE

A. The District seeks to re-engage and educate students who remain eligible to receive District services but who require access to educators and academic content over extended hours, throughout an entire calendar year (not simply an academic year) and who may need highly individualized learning plans to structure their path to high school graduation.
B. Acceleration Academies is prepared to make a long-term investment in the District and its community by securing and providing for District-identified students each of the following:
    i. Appropriate physical site(s) within the community, approved by the District for serving District-identified dropouts;
    ii. The full-time services of Acceleration Academies' certified teaching personnel, social workers, and support staff as required to provide a minimum 10-hour per school day, 12-month per year recruitment, reengagement, and education services to District-identified dropouts.
C. Acceleration Academies' investment in the District and its community may extend for a period of up to five (5) years, consisting of an initial one-year term and up to four (4) additional one-year renewal terms, subject to the District's renewal options and termination rights as laid out under this Agreement.
D. Acceleration Academies shall bill for and receive compensation for its services in accordance with Section 12 of this Agreement.
E. The District desires to have Acceleration Academies provide its services to student dropouts and other select students who are enrolled in school but lacking a significant number of credits required for graduation as compared to other similarly-aged students. All such students must be eligible to receive District services.

TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the District and Acceleration Academies agree as follows:

1. PROGRAM DESCRIPTION

1.1. Acceleration Academies will provide an alternative education program ("Program")

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for the District's Eligible Students. Acceleration Academies shall not unreasonably deny any request from the District to enroll a student in the Program if the student is on a standard diploma track and is eligible to enroll in the Program, subject to the criteria set forth in this Section 1.1. "Eligible Students" means current and former District students who:

- Are not high school graduates;
- Are in grades 9-12 and are credit-deficient.
- Qualify under State law for public education services from the District;
- Are not currently enrolled in an educational program within the District, or who the District has determined are at risk of abandoning education;
- Are referred to the Program by the District; and
- If State-required, are residents of the District.

New students may also seek admission into Acceleration Academies by first enrolling in the District school to which they would be zoned and then following the process outlined in Addendum I (the “Partnership Handbook”).

The Parties expect that Eligible Students shall receive academic services sufficient to satisfy the District's educational requirements for achieving a District-issued high school diploma.

1.2. The Acceleration Academies Program's instructional content and curriculum will be fully aligned to state standards. The District may, at its election, place students who are currently enrolled in the District into the Acceleration Academies Program.

1.3. The Acceleration Academies Program will be included as an exit option in any District Dropout Prevention Plan or other District program for students at risk of abandoning education.

1.4. The Program shall be delivered to Eligible Students participating in the Program (“Participating Students”) 12 months per year on any day Acceleration Academies is scheduled to be open (“Academic Day”). It shall consist of research-based instructional methodologies which include, but are not limited to, the following: face-to-face instruction, small group instruction, full-group instruction, guided practice, online instruction, lecture and group-led instruction, and computer/direct face-to-face concurrent instruction. Instruction shall be made available to Participating Students for no fewer than 10 hours per Academic Day. The Acceleration Academies classes shall maintain an average daily attendance pupil/instructional staff ratio in compliance with State staffing requirements. Supervision and control of any student participating in an Acceleration Academies Program shall be the sole responsibility of Acceleration Academies while the student is attending an Acceleration Academies Program site.

1.5. To the maximum extent permitted by law, the District shall make available upon request of Acceleration Academies any and all educational records in its possession for Acceleration Academies' Program purposes. Such records include but are not limited to academic assessments,

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psychosocial profiles, limited English proficiency reports, grade reports, attendance data, and cumulative records. It is understood that Acceleration Academies acts as the District's designated agent for meeting the academic, social, and psychological needs of District students participating in the Acceleration Academies' program, and that as the District's agent, Acceleration Academies is bound by all confidentiality and privacy provisions of law governing the District. Specifically, Acceleration Academies shall comply fully with laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto.

1.6. Acceleration Academies shall, with the District, ensure the legal requirements will be met for students identified as receiving special education services and those who are identified as Emergent Bilingual.

1.7. Acceleration Academies and the District shall collaborate to establish written procedures governing intake, evaluation, transition back to the zoned campus, and dismissal of Acceleration Academies' students due to lack of engagement or behavioral infractions, as outlined in the Partnership Handbook. The process for finalization of the Partnership Handbook is further described in Section 1.9 of this Agreement.

1.8. Acceleration Academies shall adopt the District's Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledging an understanding of the rules and penalties for violating them. Acceleration Academies' administrative staff will meet quarterly, or more often as needed, with the District's Administrative staff to discuss the Program and progress of its students. Acceleration Academies agrees to provide access to publicly available Code of Conduct manuals for each student enrolled in the Program at the District website.

1.9. The Parties agree that, within 10 business days following execution of this Agreement, they will cooperate to finalize a 'Partnership Handbook', which shall outline the enrollment process, roles and responsibilities, personalized learning plans, and similar topics for Eligible Students. The Partnership Handbook shall be referred to and incorporated herein by reference as Addendum I to this Agreement. Such Partnership Handbook shall be completed prior to the start of the first school year following execution of this Agreement. Upon completion, the Parties shall be required to comply with such Partnership Handbook under this Agreement and shall store such Partnership Handbook in a mutually agreed-upon electronic location. To the extent Addendum I and the Agreement conflict, the Agreement shall control.

1.10. Acceleration Academies shall exercise best efforts to enable the District to qualify for maximum State funding for the students participating in the Acceleration Academies program. The Parties acknowledge and agree that time is of the essence in meeting their respective obligations under this Agreement.

1.11. The Program shall include all of the components:

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- Flexible in-person, hybrid, and remote instructional delivery that allows students to access learning 24/7/365, outside of regularly scheduled maintenance or third-party outages or issues.
- Individualized graduation planning: transcript audit, credit gap identification, sequenced course pathway, graduation timeline
- Attendance accounting and engagement tracking designed to maximize ECISD's ADA funding eligibility with attendance validated through multi-measure documentation.
- Daily progress monitoring through myIncite; same-day outreach for any disengagement indicators
- Special Education services aligned to all IEPs and 504 plans; ARD participation
- Emergent Bilingual services delivered by EB-certified Content Coach (included in base cost)

2. FACILITIES

2.1. Acceleration Academies agrees to provide educational services at sites approved by the District. The number of sites will be determined by preliminary estimates of projected enrollments in the Acceleration Academies Program. Acceleration Academies agrees to maintain facilities in accordance with federal, state, and local laws, city ordinances. and District policy. Each site selected by Acceleration Academies for use in the performance of this Agreement will be submitted to the District's Facilities Department representative for site approval, and approval shall not be unreasonably withheld. The District agrees that it shall state with reasonable specificity the health, legal, and/or safety reason for any non-approval. Acceleration Academies welcomes District recommendations and/or suggestions of viable sites for the Acceleration Academies sites.

2.2. Acceleration Academies will comply with the standard requirements as specified for the Program use, as determined in the residing state's building code, Americans with Disabilities Act (Guidelines), and the National Fire Protection Association (Nf-PA) 101 Life Safety Code 2012 Edition (or latest edition). Acceleration Academies shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites receive an annual fire inspection. Further, Acceleration Academies shall ensure that any Program site shall—at a minimum—establish and maintain safety, health and public welfare conditions comparable to those of other District campus sites.

3. ADMINISTRATIVE AND INSTRUCTIONAL STAFF

3.1. All personnel providing services at Acceleration Academies' site(s) shall be Acceleration Academies' employees. Acceleration Academies shall identify an Acceleration Academies administrator who shall have authority to make decisions on behalf of Acceleration Academies and who will represent Acceleration Academies, including but not limited to, in all

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required administrative meetings and training. In the event that such administrator is not available, an Acceleration Academies designee approved by the District may represent Acceleration Academies.

3.2. All Acceleration Academies' educators shall be certified teachers and shall meet the certification requirements as set forth in the state's Board of Education Rules governing professional standards. Further, Acceleration Academies' assigned classes shall be in accordance with the state Course Code Directory. All Acceleration Academies employees, appointees, or agents who come into contact with students as part of any Acceleration Academies Program must submit to a background check at Acceleration Academies' expense in a manner prescribed by the District. Acceleration Academies agrees to remove any person providing services to students under this Agreement who does not meet the standards under District Board Policies and administrative procedures on criminal background checks and employee history checks.

3.3. Acceleration Academies shall employ a minimum of one Special Education certified teacher to develop, implement, and determine mastery of the Individual Educational Plan (“IEP”) goals for special education students, who shall participate in admission and exit conferences, IEP preparation and staffing, and maintaining special education compliance for special education students. Acceleration Academies shall promptly notify designated District personnel and complete all appropriate forms and paperwork in the event that any Acceleration Academies teacher or staff member suspects that a particular District student in the Program may have a disability which may qualify that student for special education services. It is understood that Acceleration Academies shall provide all appropriate educational IEP and special needs accommodations, if any, while the District shall provide all appropriate clinical IEP and special needs accommodations, if any. For purposes of this Agreement, "clinical" means medical, psychiatric, and health-related services traditionally provided by a licensed professional who is not rendering full-time services as an educator.

3.4. ECISD shall promptly, within three (3) business days of receipt of notice, notify Acceleration Academies of any designated English for Speakers of Other Languages (“ESOL”) student enrollment, language proficiency assessment, and continuance of ESOL services.

3.5. Acceleration Academies shall employ appropriately certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reason. Additionally, Acceleration Academies accepts full responsibility for ensuring that appropriate student/faculty staffing ratios are met regardless of any temporary or extended absence of one or more instructional personnel.

3.6. Acceleration Academies shall be solely responsible for ensuring all its teachers and staff maintain the appropriate certifications and credentials to provide the Program services.

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3.7. Acceleration Academies agrees it will not solicit, employ, or contract the services of any District employee or contractor during this Agreement or within one year following the termination of this Agreement, absent District's express written consent.

4. STUDENT EVALUATION AND ACADEMIC PERFORMANCE REQUIREMENTS

4.1. Acceleration Academies shall conduct an academic assessment of each student upon intake. The results of this assessment, combined with the student's previous class schedule and educational goals, shall determine the instructional strategies employed while the student is enrolled in the Program. Acceleration Academies shall design a student schedule outlining a course of study that the student is to follow. All courses offered must lead toward a standard high school diploma approved by the District. Acceleration Academies agrees to use the District or State course matrices. All Acceleration Academies students shall be subject to the District's or State's approved academic credit standard for a high school diploma. If appropriate, Special Education students shall be subject to curriculum modifications as stated in applicable student IEPs to enable the student to meet the requirements
of a high school diploma.

4.2. Subsequent to the review of academic history, Acceleration Academies shall develop a Personalized Learning Plan ("PLP") with each student that identifies the academic needs of the student stated as short-term and long-term academic goals. The PLP shall be reviewed and revised with the student participating on regularly scheduled intervals.

4.3. Acceleration Academies agrees to prepare students for any end-of-course examinations and any other District-wide mandated assessment by ensuring that each Acceleration Academies teacher delivers appropriate instruction.

4.4. Acceleration Academies agrees to administer end-of-course examinations and other District-wide mandatory tests on-site, proctored only by Acceleration Academies' staff members certified to meet all legal mandates and State policies. All course grading shall use the identical formula for course grading used in the District's traditional high schools (e.g., a letter grade shall be issued if comparable courses in District high schools provide a letter grade).

4.5. Acceleration Academies shall maintain individual achievement records for each student in accordance with District policies. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was achieved, and the signature of the certified teacher verifying mastery.

4.6. Acceleration Academies shall make available a quiet, private room for District-sponsored evaluations, interviews, or parent/teacher meetings.

5. CONTENT, CURRICULA AND DISTRICT TEXTS/MATERIALS

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Acceleration Academies' Program shall employ Acceleration Academies-approved and/or Acceleration Academies-established educational content and curricula aligned to District and state standards, in accordance with Paragraph 1.2, above.

6. ATTENDANCE, MEMBERSHIP & DIPLOMA/GRADUATION PROTOCOL

6.1. Acceleration Academies personnel shall be subject to all confidentiality protocols applicable to District staff. The Parties acknowledge that time is of the essence, and that immediately upon execution of this Partnership Agreement, the District shall, without delay, commence training of Acceleration Academies' designated personnel on accessing, inputting data, and obtaining relevant information from the District's *Student Information System* ("SIS"). The Parties acknowledge that such training is crucial to this Agreement, and crucial to timely and effectively meeting the needs of students. Further, the District expressly warrants that it will provide designated Acceleration Academies' personnel – to the maximum extent possible – sufficient login and password rights to enable Acceleration Academies to timely do all of the following:

- Enter relevant student data into those applicable information systems.
- Report attendance and grades through those applicable information systems.
- Access relevant Eligible Student records contained in those applicable information systems.

6.2. Acceleration Academies agrees to comply with the state's attendance protocols and requirements. Acceleration Academies agrees to take attendance daily and forward information to the appropriate District designee on a monthly basis, as outlined in the Partnership Handbook. Acceleration Academies will provide the appropriate computer hardware, and the District will provide the SIS programming and software, along with the required training, to Acceleration Academies' designated personnel.

6.3. Acceleration Academies shall operate the Program in compliance with all applicable requirements as outlined in Texas Education Agency's Student Attendance Accounting Handbook. The District's Public Education Information Management System ("PEIMS") department shall ensure that systems are updated to track all days of attendance in the relevant year, regardless of whether District facilities are open, to ensure virtual synchronous and asynchronous learning time can be tracked towards attendance.

6.4. Because Acceleration Academies is not a stand-alone high school, each Acceleration Academies student who meets all District requirements for a high school diploma shall be designated, for graduation rate calculation and analyses, a graduate of the most recent District high school that the student attended. If he or she had not previously attended a District high school, the high school at which the student would be zoned to attend based on the student's current residence may be designated.

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7. STUDENT RECORDS

7.1. Acceleration Academies will prepare and maintain records relating to the students and the Program in accordance with the District's daily quality record requirements. Records will include demographic data, test scores, discipline records, attendance, withdrawal (leave) code documentation, and other appropriate information. Acceleration Academies shall convey such information confidentially and directly to the District using protocols and technology reasonably requested by the District.

7.2. Acceleration Academies understands that the District must have access to copies of student administrative and educational records to effectively participate in this Agreement. Acceleration Academies agrees to provide the District access to all student, administrative, educational, and financial records required to monitor and evaluate the effectiveness of Acceleration Academies' Program. Acceleration Academies agrees to allow the District to access all facilities, including classrooms, during all regularly scheduled operation hours.

7.3. The District and Acceleration Academies agree that each will at all times remain in compliance with the Family Educational Rights and Privacy Act. In the event that the District is compelled by law to furnish information or records in the possession of Acceleration Academies, Acceleration Academies promptly shall furnish such information and records to the District and the District shall have the right to release such information and records to the extent that the release is lawfully required.

8. TRANSPORTATION & FOOD SERVICES

8.1. Only as required under existing State and District protocols governing District transportation of its students, the District shall provide student transportation to and from Acceleration Academy Program sites. However, if the transportation needs of Acceleration Academies' students cannot be met under those protocols, the Parties agree to engage in good-faith efforts to determine transportation options to reasonably meet those needs.

8.2. For each student attending Acceleration Academies' Program who qualifies for free or reduced-cost food/nutritional services, the District shall provide such services in accordance with Federal and State requirements governing District students. It is understood that daily delivery of pre-packaged meals (e.g., sack lunches) may be sufficient to meet such requirements.

9. MEDIA

Acceleration Academies shall implement and comply with all District policies and procedures governing or affecting media and its usage.

10. DISTRICT RESPONSIBILITIES

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10.1. On the first Monday of every month, the District shall provide Acceleration Academies with its most recent and updated list (e.g., withdrawal list, Did-Not-Enroll ("DNE") list, etc.) of students/former students who have dropped out (withdrawn) from school, who remain eligible for participation in the Acceleration Academies Program and are pre-approved to enroll. This list will include students with the following district-coded distinctions:

- Did Not Enroll in new semester
- Any student age 16 or older who leaves school voluntarily with no intention of returning and has filed a formal declaration of intent to terminate school enrollment
- Any student who received a certificate of completion. The student met the minimum credits and local requirements, but did not pass the state-approved graduation test or an alternate assessment, and/or did not achieve the required GPA (where applicable)
- Any 9-12 grade student withdrawn from school due to court action
- Any 9-12 grade student who is withdrawn from school due to nonattendance
- Any 9-12 grade student whose whereabouts are unknown
- Any student who withdraws from school to enter the adult education program prior to completion of graduation requirements

The District understands and acknowledges that *time is of the essence in its development and production of each list and list update.* At a minimum, this list shall contain the following data for each individual identified student/former student:

- Complete name
- Last-known address and phone numbers (student's cell, parent's home and cell if available).
- Credits earned-to-date
- Date of last attendance
- Age
- Any other student-related information that the District determines relevant.

10.2. The District shall inform all District counselors of Acceleration Academies' programs at the start of each academic year.

10.3. The District shall monitor the performance and services provided by Acceleration Academies in accordance with performance standards outlined in this Agreement. Student performance and student attendance standards shall be identical to those applicable to similarly situated students in the District's traditional high schools.

10.4. At the written request of Acceleration Academies, the District shall reasonably assist in arranging for Acceleration Academies' teachers and/or staff to participate in District staff development activities.

10.5. The District shall include the Acceleration Academies' program on its website,

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invite representatives from the program to participate in District open house and other district sponsored events, and provide other opportunities to support program recruitment efforts.

10.6. The District shall meet quarterly or more as needed with Acceleration Academies Administrative staff to discuss the Program and progress of its students.

10.7. The District shall perform any required multi-factored evaluations which may be utilized by Acceleration Academies special education personnel to develop IEP's for students with disabilities in accordance with Paragraph 3.3. Acceleration Academies shall provide the academic component of these IEP's while the District shall provide any required clinical or nonacademic services.

10.8. The District shall expedite any Acceleration Academies' request for all data entry rights necessary to enable Acceleration Academies to timely enter required student data into District automated data systems.

10.9. The District shall refrain from doing the following without the express, written consent of Acceleration Academies:

a) Appropriating or using any of the intellectual or other property of Acceleration Academies;
b) Soliciting, employing or contracting the services of any Acceleration Academies' employee or contractor during this Agreement or within one year following the termination of this Agreement, absent Acceleration Academies' consent.

11. FINANCIAL RECORDS, RELATED DATA AND PROCESSES

11.1. Acceleration Academies shall maintain all financial records related to each educational service Acceleration Academies provides under this Partnership Agreement for the applicable period required by law.

11.2. During the Term of this Agreement, the District may at its option arrange for an independent audit of funds it is paying or has paid to Acceleration Academies under this Agreement. Such an independent audit would be at the District's sole expense, and performed during regular business hours upon reasonable notice. If the District issues a written audit report, Acceleration Academies shall be provided a reasonable opportunity to submit a written response to it. The District shall ensure that a written audit report, if any, is combined with Acceleration Academies' written response in any publication or report that is subject to the State's applicable Public Records Act or Freedom of Information Act.

12. COMPENSATION

12.1. The District shall pay to Acceleration Academies a flat fee of $1,500,000 per year, which shall

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be invoiced monthly in equal increments of $125,000 per month, for up to 220 Participating Students. The total fee shall not be decreased if there are fewer than 220 Participating Students.

12.2. If total enrollment in the Program exceeds 220 students at any given time, the District shall pay Acceleration Academies an additional $583 per additional student to be invoiced with the regular monthly invoice. These additional fees shall immediately cease when Program participation falls below the 220-participant threshold. Acceleration Academies shall provide the District with special notice when Program participation reaches 215 students.

12.3. The District shall convey monthly compensation by check issued to Acceleration Academies and mailed on or before the 15th of each calendar month during the Term of this Agreement. In the alternative, the District may pay the monthly compensation via ACH transmittal made on or before the 15th of each calendar month during the Term of this Agreement. Acceleration Academies shall provide the District with its ACH or wire transfer information within five (5) business days of the execution of this Agreement.

13. REPORTS AND EVALUATIONS

13.1. The Parties agree that, within 10 business days following execution of this Agreement, they will cooperate in good faith to finalize a document that details the performance goals for the Program (the “Performance Goals”). The Performance Goals shall be completed prior to the start of the first school year following execution of this Agreement. The Performance Goals shall not conflict with the provisions of this Agreement. If such conflict exists, this Agreement shall control. Upon completion of the Performance Goals, Acceleration Academies shall be required to meet the performance goals under this Agreement and in the Performance Goals document and shall store the Performance Goals in a mutually agreed-upon electronic location. For purposes of this Agreement, the Performance Goals shall be referred to as "Addendum II”.

13.2. In accordance with 11.1, Acceleration Academies will maintain and retain throughout the term of this Agreement and for any period required by law, financial information that discloses use of funds received from the District. In the event of a State, Federal or Local Unit of Government audit of the District regarding expenditures of State, Federal or Local Unit of Government funds, Acceleration Academies shall make available for inspection such financial information as required by the State Department of Education or other applicable auditing agencies.

13.3. Acceleration Academies shall submit to the District an annual report for each year of implementation, starting with the end of the first year of implementation. The annual report shall contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include, but not be limited to, the number of credits earned by each student, the number of students participating in the Program,

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and the number of graduates exiting the Program.

13.4. The goal progress measures set forth in Addendum II will be monitored and presented to the District once per school year (the "Report"). If the Report indicates that goal progress measures are not met, then Acceleration Academies shall be required to develop an improvement plan, which will be reported to the District within thirty (30) days of the initial Report for the District's approval. Further, if goal progress measures are not met, Acceleration Academies will be required to provide the District quarterly goal progress updates until goal progress measures are met. Acceleration Academies' failure to meet or exceed goal progress measures outlined in an improvement plan shall be considered a material breach of this agreement and may be cause for termination hereof, such decision for termination being at the District's sole and absolute discretion.

13.5. Acceleration Academies and the District intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the Program. Unless otherwise required by law, no reports or evaluations created pursuant to this Agreement may be released to third parties without the District's prior written consent; the District affirms that its consent will not be unreasonably withheld.

14. EFFECTIVE DATE, TERM AND AMENDMENTS

14.1. The initial term of this Agreement shall begin on July 1, 2026 and continue through June 30, 2027 ("Initial Term"). At the sole discretion of the District, this Agreement may be renewed for up to four (4) additional one-year terms, with each renewal term immediately following the preceding term. In no event shall the total term of this Agreement, including the Initial Term and any renewal terms, exceed five (5) years. Renewal shall be conditioned upon Acceleration Academies' compliance with the requirements of this Agreement, mutual consent of the Parties, and/or the availability of District funds, which may include federal or state grant funding if awarded. If the District elects not to exercise a renewal option, the District shall notify Acceleration Academies in writing at least sixty (60) days prior to the end of any term, whether the Initial term or otherwise, in which case this Agreement shall expire at the end of the then-current term without further notice.

14.2. The Parties agree to review this Agreement annually, and either party may request amendments. Either party may consider requested amendments, but is under no obligation to alter the terms of this Agreement and may refuse to amend the Agreement for any or no cause. An amendment may be made only in a writing that conforms to all formalities of this Agreement.

15. REQUIRED WARRANTIES BY ACCELERATION ACADEMIES

15.1. Acceleration Academies warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict

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economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. Acceleration Academies warrants and represents that it will not engage in such acts or omissions during the term of this Contract.

15.2. Acceleration Academies warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations with energy companies, or with a person or entity doing business with energy companies. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. Acceleration Academies warrants and represents that it will not engage in such acts or omissions during the term of this Contract.

15.3. Acceleration Academies warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Acceleration Academies is providing its partnership services as an independent contractor and that neither it nor any employee or agent of Acceleration Academies shall be deemed, for any purpose, to be an employee (paid or volunteer) or agent of District. This Agreement does not create a joint venture or partnership under State law as defined under the Texas Business Organizations Code. Acceleration Academies assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Agreement. Acceleration Academies shall remain solely responsible for the supervision, daily direction, control, and compensation (including withholding of income taxes and social security contributions, as applicable), of its employees, volunteers and agents. In no event shall either Party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

17. INSURANCE

Acceleration Academies agrees to provide and maintain, during the term of this Agreement, automobile liability (if applicable), general liability, professional liability for errors and omissions, and workers' compensation insurance in amounts reasonably required by the District. Acceleration Academies will provide the District with original or copies of certificates of insurance evidencing insurance and coverage amounts. Such certificates shall provide that the District will receive thirty (30) days prior written notice before cancellation or alteration of any coverage shown. The District will be added as an additional insured on the automobile liability and general liability policies. District shall be provided a Waiver of Subrogation on the automobile liability, general liability, and workers' compensation insurance.

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18. INDEMNIFICATION

Acceleration Academies shall indemnify, defend, and hold harmless Ector County Independent School District from and against any and all third-party claims arising out of or resulting from:

- The grossly negligent acts or omissions of Acceleration Academies, its employees, agents, subcontractors, or representatives;
- Any violation of federal, state, or local law by Acceleration Academies; or
- Injury to persons or damage to property arising from Acceleration Academies' grossly negligent, negligent, or reckless acts or omissions.

19. NO WAIVER OF DEFENSES

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

20. NO WAIVER OF BREACH

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of the breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

21. RIGHTS IN PROPERTY

All title to Acceleration Academies supplies, equipment, furniture, and records shall remain the sole property of Acceleration Academies. All title to District furnished supplies, equipment, furniture, materials and/or textbooks shall remain the sole property of District.

22. PROPRIETARY INFORMATION

22.1 Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District shall be owned by the District, and any materials created exclusively by Acceleration Academies shall be its own proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials, but each party has a license to use the other party's proprietary materials for the entire term of this Agreement so long as prior written approval is secured from the other Party and proper attribution is made. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

22.2 The District recognizes and understands that Acceleration Academies maintains as confidential information respecting its Programs and methods, including, without limitation, its written course of instruction, manuals, business model, and education plan. The District agrees that

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it will not appropriate any such information to its own use except with written permission from Acceleration Academies, and that it will not voluntarily disclose any of such information to any third party without the prior written consent of Acceleration Academies. The District agrees that it will surrender such information only where required to do so by the Open Records laws of the State in which it is situated. In the event the District receives an Open Records Law request seeking any information about Acceleration Academies' methods and procedures, or which would necessarily involve disclosure in order to honor the request, the District will give Acceleration Academies written notice of the request in accordance with the Texas Government Code.

22.3 District warrants and agrees it will not appropriate Acceleration Academies' Program, use without authorization, or allow others to access Acceleration Academies' intellectual property.

23. TERMINATION

23.1. The Agreement may be terminated prior to expiration of the Term as follows:

a. By mutual written Agreement of the parties hereto, which Agreement shall state the effective termination date and any other terms and conditions of that termination.
b. By either Party hereto, with cause, in accordance with this Section 23.
c. Immediately, by either Party hereto, upon a breach of the terms of this Agreement-a breach that includes but is not limited to Acceleration Academies' noncompliance with Section 6.2 of this Agreement or a violation of federal, state, or local law-after first providing the other Party written notice specifically identifying the breach and permitting the other Party thirty (30) calendar days to remedy the identified breach, unless said breach is incurable.

23.2. The above termination provisions do not affect or alter the renewal requirements laid out above.

Any notice required under this Agreement shall be in writing and shall be considered duly served when it is e-mailed to the applicable Party's e-mail address below and sent through certified mail with return receipt request to the following:

To the District:
Attn: Superintendent
Dr. Keeley Boyer
802 N. Sam Houston
Odessa, TX 79761
Superintendent@ectorcountyisd.org

To Acceleration Academies:
Attn: Mr. Mark A. Graves

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191 Wacker Dr. Suite 800
Chicago, IL 60606
mgraves@accelerationacademy.org

Either party may designate a different address by providing the other party ten (10) days' prior written notice in the manner provided above.

As a matter of convenience, both Parties agree to make good faith efforts to signal the importance of any E-mail correspondence concerning material matters related to this Agreement by using the terms "IMPORTANT CONTRACT NOTICE" in the subject line.

24. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder shall be made by either Party, in whole or in part, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Consent for assignment of this Agreement is not required in the event of any party's assignment of the Agreement as a result of a transfer of all or substantially all of the assets or equity of that party.

25. SECTION HEADINGS

The headings of sections contained in this Agreement are for convenience only, and they shall not expressly or by implication limit. define, extend, or construe the terms or provisions of the sections of this Agreement.

26. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas without regard to the principles of the conflict of laws. The Parties submit to the personal and subject matter jurisdiction of the courts of the State of Texas for the purpose of interpretation and enforcement of this Agreement. Any and all lawsuits filed to enforce any provision of the Agreement shall be filed in a Texas State court located in ECTOR COUNTY, Texas. The Parties acknowledge that this Agreement was entered into, agreed to, and drafted in ECTOR COUNTY, Texas. The Agreement is performable in ECTOR COUNTY, Texas. Any breach of this Agreement will be considered to have occurred in ECTOR COUNTY, Texas.

28. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either party.

29. COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of Acceleration Academies and

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District and may not be modified in any manner without the express written consent of both Parties.

30. PERFORMANCE OF WORK

Acceleration Academies shall perform the services. furnish the equipment, facility. and personnel. and do all things necessary and proper for the performance and completion of its work required by this Agreement, all at Acceleration Academies' sole cost and expense.

31. COUNTERPARTS

This Agreement may be executed in more than one counterpart. Each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. An electronic or facsimile copy of this Agreement shall have the same effect as an original.

32. AUTHORITY

Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

33. BINDING EFFECT

This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, representatives, successors, predecessors, and assigns.

34. SEVERABILITY

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

35. AMENDMENT

This Agreement may not be amended, altered, modified, or changed in any way except in writing signed by all the Parties to this Agreement.

36. DRAFTING PARTY

Drafting Party & Right to Counsel. The Parties acknowledge that each Party has had access to counsel and an opportunity to read, review, and revise this Agreement. The terms of this Agreement are the result of joint efforts of the Parties. Therefore, the Parties agree that this Agreement, and any given provision of it, shall be considered to have been mutually prepared by both Parties and shall

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not be more strongly construed against either Party hereto.

37. LIMITS ON WAIVER

Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby. Such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. The Parties expressly and unequivocally waive their right to argue that waiver has occurred in any proceeding concerning this Agreement except under the specific terms laid out in this paragraph.

38. SURVIVAL OF TERMS

Survival. All of the terms of the Agreement which by their nature extend beyond the expiration or termination of the Agreement, including indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date, July 1, 2026.

ECTOR COUNTY ISD

By: _____
Name: _____
Title:_____

ACCELERATION ACADEMIES, LLC

Signed by:
By: Kelli Campbell
6091BFA8232C4B6...
Name: Kelli Campbell
Title: CEO

REQUEST FOR APPROVAL OF UIL EXEMPTION LIST FOR THE 2026-2027 SCHOOL YEAR

The Guidance and Counseling Department and Academics Department request approval of the UIL Exemption List for the 2026-2027 school year.

The UIL Exemption List is updated yearly and exempts students taking these courses from the No Pass No Play provisions as outlined in FM Local.

Special Explanation Code Key
D=College Dual Credit
G=Gifted and Talented
H=Honors Course
I=International Baccalaureate Course
J=Credit course before 9th grade
K=International Honors
P=Advanced Placement
R= Completed in summer school, night school, or other non-regular
V= TEKS content has been modified as a result of an ARD decision
Z= A course taken by distance learning

Course Number	Course Title	Course Codes (PEIMS)	Special Explanation Code
1023	MATH 6 HONORS	3103310	H
1088	ELAR 6 H	3200510	H
1089	ELAR 6 GH	3200510	GH
1120	MATH 7 GH	3103320	GH
1143	SCI 7 GH	3060700	GH
1243	SCI 8 GH	3060800	GH
1252	Discovering Languages and Cultures IH	3994500	KH
1254	FRENCHI IHJ	3410100	HJ
1256	FRENCH II IHJ	3410200	HJ
1257	FRENCH III IHJ	3410300	HJ
1270	SPAN3 HJ	3440300	HJ
1323	ALG 1 GHJ	3100500	HJ
1324	ALG 1 HJ	3100500	HJ
1337	W GEO H	3320100	H
1475	GEOM HJ	3100700	HJ
1476	GEOM GHJ	3100700	HJ
1528	W GEO GH	3320100	GH
1535	W GEO GH	3320100	GH
1536	W GEO GH	3320100	GH
1537	W GEO H	3320100	H
1538	W GEO GH	3320100	GH
1639	SPAN2 HJ	3440200	HJ
1756	SS 6 H	2660060	H
1757	SS 6 GH	2660060	GH
1758	MATH 6 GH	3103310	GH
1759	SCI 6 H	3060600	H
1760	SCI 6 GH	3060600	GH
2000	APCOSC PRIN GP	A3580300	GP
2010	APHUMGEOW	A3360100	P
2011	APPSYCH	A3350100	P
2012	APHUMGEOW G	A3360100	GP
2018	SPAN2 D S1	3440200	D
2025	US GOVT D	3330100	D
2040	SPAN2 H	3440200	H
2056	ASTRONOMY I D	3060100	D
2057	ASTRONOMY II D	3060100	D
2107	BIO GH	3010200	GH
2111	ENG 2 GH	3220200	GH
2114	ENG 2 H	3220200	H
2116	FREN 2 H	3410200	H
2121	STATIS D OR S2	3102530	D
2143	CRSS D	3270100	D
2145	ART2 DES 1 D S2	3501210	D
2146	ART3 DES D S2	3502210	D
2163	W GEO H	3320100	H
2167	TECH WR D S2	3221100	D
2168	HUMANIT H	3221600	H
2197	Comp Sci 2 DS2	3580300	D
2207	ENG1 GH	3220100	GH

2218	PHYSICS H	3050000	H
2219	FREN 3 H	3410300	H
2221	BIO H	3010200	H
2222	BIO IH	3010200	KH
2225	GERMAN3 H	3420300	H
2231	LATIN3 H	3430300	H
2232	LATIN2 H	3430200	H
2234	GERMAN 3 IH	3420300	K
2235	US HIST D S2	3340100	D
2239	ALG IH	3100500	KH
2241	ALG 2 GH	3100600	GH
2243	CHEM H	3040000	H
2244	ENG 1 H	3220100	H
2245	W HIST H	3340400	H
2246	W HIST GH	3340400	GH
2252	CHEM GH	3040000	GH
2260	PHYSICS GH	3050000	GH
2261	INSTMTH3 GH	3102502	GH
2262	W GEO GH	3320100	GH
2263	IND ENG H	3221800	H
2264	IND ENG2 H	3221810	H
2266	IND ENG3 H	3221820	H
2267	ALG 1 H	3100500	H
2268	PRE CALC GH	3101100	GH
2269	PRE CALC H	3101100	H
2275	ALG 2 H	3100600	H
2280	GEOM GH	3100700	GH
2281	GEOM H	3100700	H
2282	GEOM IH	3100700	KH
2291	CONTEMP MATH D S2	3102500	D
2301	ENG 1 IH	3220100	K
2304	ENG 1 H	3220100	H
2307	ENG 1 GH	3220100	GH
2319	ENG 1 IH G	3220100	IG
2321	APENGLAN GP	A3220100	GP
2324	APENGLAN P	A3220100	P
2327	ENG 3 D S1	3220300	D
2331	APENGLIT GP	A3220200	GP
2334	APENGLIT P	A3220200	P
2337	ENG 4 D S1	3220400	D
2357	TECH WR IB EE	3221100	I
2360	HUMANIT D	3221600	D
2363	IND ENG H	3221800	H
2364	IND ENG2 H	3221810	H
2366	IND ENG3 H	3221820	H
2368	HUMANIT H	3221600	H
2416	FREN 2 H	3410200	H
2419	FREN 3 H	3410300	H
2421	APFR-LAN P	A3410100	P
2431	LATIN3 H	3430300	H
2432	LATIN2 H	3430200	H
2433	APLATVG P	A3430100	P
2437	SPAN3 H	3440300	H
2438	SPAN3 H	3440300	H
2439	APSPALAN P	A3440100	P
2440	SPAN2 H	3440200	H
2445	ALG 1 GH	3100500	GH
2450	SPAN3 D S1	3440300	D
2467	ALG 1 H	3100500	H
2475	ALG 2 H	3100600	H
2478	APSTATS P	A3100200	P
2483	PRE CALC D S1	3101100	D
2484	PRE CALC H	3101100	H
2486	APCALCAB P	A3100101	P

2491	CONTEMP MATH D S1	3102500	D
2492	APCALCBC P	A3100102	P
2494	Comp Sci 2 H	3580300	H
2497	Comp Sci 2 DS1	3580300	D
2509	AP-BIO P	A3010200	P
2515	AP-CHEM P	A3040000	P
2518	PHYSICS H	3050000	H
2519	AP-PHYS1 P	A3050003	P
2520	AP-ENVIR P	A3020000	P
2522	Physics II D S1	3060320	D
2526	APUSGOVT GP	A3330100	GP
2527	APUSGOVT P	A3330100	P
2530	APUSHIST P	A3340100	P
2532	APUSHIST GP	A3340100	GP
2533	SS ADV H	3380001	H
2535	APEUHIST P	A3340200	P
2536	ECO-FE D	3310300	D
2541	APWHIST P	A3370100	P
2545	W HIST H	3340400	H
2546	W HIST GH	3340400	GH
2548	APMACECO GP	A3310200	GP
2549	APMACECO P	A3310200	P
2559	AP-PHYS2 P	A3050004	P
2567	PRE CALC GH	3101100	GH
2640	ART2 PATG1 D S1	3500600	D
2646	ART3 DES D S1	3502210	D
2647	ART2 DRAW1 D S1	3500500	D
2939	APSPALIT	A3440200	P
3304	Algebra I IH	3100700	KH
3307	ALG 2 IH G	3100600	KG
3319	CHEM IH G	3040000	KG
3328	W HIST IH G	3340400	KG
3333	CHEM IH	3040000	K
3352	W HIST IH	3340400	K
3353	CREAT WR D S2	3221200	D
3356	Geometry 1 IH	3100700	KH
3358	CREAT WR D	3221200	D
3402	W GEO IH G	3320100	KG
3410	PRECAL IH MTHMA	3101100	KG
3411	W GEO IH	3320100	K
3418	PRECAL IH MTHST	3101100	KG
3419	APPRECAL G	A3100100	GP
3423	ALG 2 IH	3100600	K
3425	APPRECAL	A3100100	P
3436	PRECALIHMTHSTSI	3101100	K
3438	PRECALIHMTHMASI	3101100	K
3456	W HIST H NC	3340400	H
3474	PRECAL IH MTHST	3101100	K
3476	PRECAL IH MTHMA	3101100	K
3506	Biology 1 IH	3010200	KH
3531	TX GOVT D	3380002	D
3533	SSADV1 D	3380001	D
3534	Texas History D	3380021	D
3535	SS ADV H 1S	3380001	H
3589	ART3DRAW2 D S2	3501300	D
3801	TECH WR IB EE G	3221100	IG
3802	W GEO IH G	3320100	KG
3805	IBENG 4 G	I3220800	IG
3806	US GOVT W-IB G	3330100	IG
3809	IBMAASL YR2 G	I3100500	IG
3811	W GEO IH	3320100	K
3814	IBENG 4	I3220800	I
3816	US GOVT W-IB	3330100	I
3817	IBMAISL YR2 G	I3100700	IG

3818	IB-BIO SL/HL-A	I3010201	IG
3820	IB-BIO HL-B G	I3010202	IG
3821	IB-CHEM1 G	I3040002	IG
3822	IB-PHYS1 I G	I3050002	IG
3825	IBMAASL B	I3100500	I
3827	IBMASL YR 2	I3100700	I
3828	W HIST IH G	3340400	KG
3829	IBHISTAM 1 G	I3301300	IG
3830	IBHISTAM 2 G	I3301300	IG
3831	IBHSTEUR G	I3301500	IG
3832	IB-BIO SL/HL-A	I3010201	I
3833	CHEM IH	3040000	K
3841	IB-BIO HL-B	I3010202	I
3844	IB-CHEM1	I3040002	I
3846	IB-PHYS1 I	I3050002	I
3851	IBARTSL YR1 G	I3600200	IGP
3852	W HIST IH	3340400	K
3853	IBHISTAM 1	I3301300	I
3855	IBARTSL YR2 G	I3600200	IG
3856	IBMAASL YR1 G	I3100500	I
3857	IBMAASL YR1	I3100500	I
3858	IBHISTAM 2	I3301300	I
3860	IBARTHL YR1 G	I3600100	IG
3861	IB ART HL YR2 G	I3600100	IG
3861	IB ART HL YR2 G	I3600100	IG
3862	IBHSTEUR	I3301500	I
3864	IB MAAHL YR1	I3100600	I
3865	IB MAAHL YR2	I3100600	I
3866	IB MAISL Y1	I3100700	I
3867	IB MAISL Y2	I3100700	I
3868	IB MAIHL YR1	I3100800	I
3869	IB MAIHL Y2	I3100800	I
3870	IB MAAHL YR1 G	I3100600	IG
3872	ENG 2 IH	3220200	K
3873	ENG 2 IH G	3220200	KG
3874	IB MAISL YR1 G	I3100700	IG
3876	IB MAIHL YR2 G	I3100800	IG
3878	IBARTHL YR1	I3600100	I
3879	IBARTHL YR2	I3600100	I
3880	IBECO-SL	I3303100	IG
3881	IB Language and Literature Higher Level	I3220600	IG
3882	IBLANTHL G	I322060	IG
3882	IBLANTHL G	I322060	IG
3892	FREN 2 IH	3410200	K
3893	FREN 3 IH	3410300	K
3894	IBFREN 4	I3410400	I
3895	IB GERMAN SL	I3420400	I
3896	FREN 2 IH	3410200	K
3897	FREN 3 IH	3410300	K
3914	IBLAT 4	I3430400	I
3915	LATIN2 IH	3430200	K
3916	LATIN3 IH	3430300	K
3920	SPAN3 SL PREIB	3440300	K
3921	SPAN2 PRE IB	3440200	K
3924	IBSPAN 4	I3440400	I
3925	IBSPANHL	I3440500	I
3960	Theater 1 Dual	3250100	D
3960	Theater 1 Dual	03250100	D
3965	IBTHSLA	I3750200	I
3966	IBTHHLA	I3750300	I
3967	IBTHHLB	I3750300	I
3968	IBTHSLB	I3750200	I
3975	IBHINDSLA	I3520400	I
3976	IBHINDSLB	I3520400	I

3977	IBARTHL	I3600100	I
3978	IBARTSLA	I3600200	I
3979	IBARTSLB	I3600200	I
3984	IBMUSSL	I3250200	I
3985	IBSEHSSL	IBSEHSSL	I
4161	CHEM 2 D S1	3060310	D
4210	WELD 1 D SEM 1	13032300	D
4211	WELD 1 D S2	13032300	D
4212	WELD 2 D S1	13032400	D
4213	WELD 2 D S2	13032400	D
4214	PRACWELD D SEM1	13033000	D
4215	PRACWELD D S2	13033000	D
4216	PRINLPCS D S2	13029200	D
4219	PRACPARAL1D S1	13030100	D
4222	FIREFIGHT1 D S1	13029900	D
4223	FIREFIGHT 1 DS2	13029900	D
4224	FIREFIGHT2 D S1	13030000	D
4232	PRINT D	13027200	D
4233	COMPMAIN D	13027300	D
4234	NETWORK D	13027400	D
4235	PRACCOMPTE D	13027500	D
4238	PRINBMF D S2	13011200	D
4239	BUS MGT D S2	13012100	D
4240	INRO BUS MGT D S2	13011700	D
4242	FOUND OF BUS D	13011400	D
4243	BUS COMM D S1	13011500	D
4245	BUS COMM D S2	13011500	D
4252	INTRO COS 1 D	13025100	D
4253	INTROCOSMO D S2	13025100	D
4254	COSMO 1 D S1	13025200	D
4255	COSMO 1 D S2	13025200	D
4256	COSMO 2 D S1	13025310	D
4257	COSMO II D S2	13025300	D
4260	PRIN CRIMJUS D	13029200	D
4261	CRIMJUST 1 D S2	13029600	D
4262	CRIM JUST 2 D	13029400	D
4263	PRAC CJ D S2	13030100	D
4264	PRINLAWENF D	13029200	D
4265	LAW ENFORC 1 D	13029300	D
4266	LAW ENFORC 2 D	13029400	D
4267	PRAC LE D S2	13030100	D
4272	ADVCULART D S1	13022650	D
4273	ADCULART D S2	13022650	D
4274	PRACCULART D S1	13022700	D
4275	PRACCUL D S2	13022700	D
4278	PRACAUTM 1D S1	13033000	D
4279	PRACAUTM 1D S2	13033000	D
4280	LVN HST D S1	13020410	D
4281	LVN 1 D S2	13020505	D
4282	LVN 2 D S1	13020515	D
4283	PRACLVN 2 D S2	13020515	D
4287	CHILDGUI D S2	13024800	D
4288	PRAC ERLY CHL DS1	13014520	D
4289	PRAC ERLY CHL DS2	13014520	D
4292	CRSS D	3270100	D
4294	INSTPRAC D S1	13014400	D
4295	INPRAC D S2	13014400	D
4296	PRACED TR1 D S1	13014500	D
4297	PRACEDT1 D S2	13014500	D
4298	PRACEDT2 D S1	13014510	D
4299	PRACEDT2 D S2	13014510	D
4304	OSET 1 D S1	N1303680	D
4306	OSET 2 D S1	N1303681	D
4308	OSET 3 D S1	N1303682	D

4309	OSET III D S2	N1303682	D
4314	BUSMGT D S2	13012100	D
4335	ART II Draw I S1	3500500	D
4336	ART2DRAW1 D S2	3500500	D
4365	HUMANIT 1 D	3221600	D
4366	HUMANIT 2 D	3221610	D
4367	IND SPCH D	3221610	D
4369	COMMAPP D	3241400	D
4407	ACCT 1 D S2	13016600	D
4430	PROJBAS RD D S2	12701500	D
4461	BIO 2 M D S1	3060300	D
4462	BIO 2 M D S2	3060300	D
4463	BIO 2 NM D S1	3060300	D
4464	BIO 2 NM D S2	3060300	D
4465	CALCULUS I D S1	3102501	D
4466	CALCULUS I D S2	3102501	D
4491	ACCNT 1 D ACGM	13016600	D
4492	ACCNT 1 D WECM	13016600	D
4493	APTACSAM G	A3580110	PG
4494	Comp Sci 3 H	3580350	H
4497	APTACS1A P	A3580120	P
4499	APTACSAM P	A3580110	P
4503	FINMATH D S2	13018000	D
4523	PHYSICS II D S2	3050000	D
4524	Physics D S2	3060320	D
4527	ANAT PHYS D S1	13020600	D
4528	ANAT PHYS D S2	13020600	D
4533	PRECALC D S2	3101100	D
4539	PSYCH D	3350100	D
4540	SOC D	3370100	D
4550	HIST GEO D S2	3060310	D
4551	PHYGEO D S1	3060310	D
4552	ENG III D S1	3220300	D
4553	ENG 3 D S2	3220300	D
4554	ENG IV D S1	3220400	D
4555	ENG 4 D S2	3220400	D
4556	COMP SCI I D S1	3580200	D
4557	COMPSCI 1 D S2	3580200	D
4561	CHEM 2 D S2	3060310	D
4564	MUS1APL D S1	3152500	D
4565	MUS1APL D S2	3152500	D
4568	ACCNT 2 D ACGM	13016700	D
4569	ACCNT 2 D WECM	13016700	D
4589	ART3DRAW2 D S1	3501300	D
4590	ART4DRAW3 D S1	3502300	D
4591	ART1APP D S1	3500110	D
4592	ARTAPP1 D S2	3500110	D
4593	EMT D	N1303015	D
4596	SPAN II D S1	3440200	D
4597	SPAN 2 D S2	3440200	D
4598	SPAN III D S1	3440300	D
4599	SPAN 3 D S2	3440300	D
4641	AUTOTECH 1 D S1	13039600	D
4642	AUTO TEC 1 D S2	13039600	D
4643	AUTO TECH2 D S1	13039700	D
4644	AUTOTECH 2 D S2	13039700	D
4645	PRACAUTEC D S1	13040450	D
4646	PRCAUTOTEC D S2	13040450	D
4653	MUSCAPPR D S1	3155600	D
4654	MUSSMSA2 D S1	3155700	D
4656	MUS1HISTAP D S2	3155600	D
4657	MUSSMSA2 D S2	3155700	D
4661	US HIST D S1	3340100	D
4662	US HIST D S2	3340100	D

4670	AP-BIO GP	A3010200	PG
4671	AP-ENVIR GP	A3020000	PG
4672	AP-CHEM GP	A3040000	PG
4674	AP-PHYS1 GP	A3050003	PG
4675	AP-PHYS2 GP	A3050004	PG
4676	APCALCAB GP	A3100101	PG
4677	APCALCBC GP	A3100102	PG
4678	APSTATS GP	A3100200	PG
4679	APWHIST GP	A3370100	PG
4680	APPHYSCE GP	A3050005	PG
4681	APPHYSCE P	A3050005	P
4682	APPHYSCM GP	A3050006	PG
4683	APPHYSCM P	A3050006	P
4686	APEUHIST GP	A3340200	PG
4689	HUMANIT GH	3221600	GH
4690	IND ENG GH	3221800	GH
4691	IND ENG2 GH	3221810	GH
4692	IND ENG3 GH	3221820	GH
4693	APPHYSCM	A3050005	P
4696	PRAC BUS MGT D S1	13012200	D
4805	SB LIFE D S2	PES00056	D
4806	SBLIFE D	PES00056	D
4809	LIFEFIT D S1	PES00051	D
4812	LIFEFIT D S2	PES00051	D
4813	LIFEFIT D S2	PES00051	D
4892	IND ENG 3 GH	3221820	GH
5012	GEOMETRY HONORS	3100700	H
5013	DC MATH 1314	3101100	D
5014	DC MATH 2412	3101100	D
5015	DC MATH 2413	3102500	D
5016	DC MATH 2414	3102500	D
5017	DC CALCULUS II	3102501	D
5018	DC MATH 2415	3102502	D
5019	DC MUSC 1301	3155700	D
5024	ENGLISH 2 HONORS	3220200	H
5026	DC ENGL 1301	3220300	D
5027	DC ENGL 1302	3220300	D
5030	DC ENGL 2322	3220400	D
5031	DC ENGL 2323	3220400	D
5038	DC COMM 1315	3241400	D
5041	DC ECON 2301	3310300	D
5043	DC ECON 2302	3310301	D
5046	DC PLSC 2305	3330100	D
5049	DC HIST 1301	3340100	D
5050	DC HIST 1302	3340100	D
5053	DC PSYC 1301	3350100	D
5054	DC SOC 1301	3370100	D
5055	DC PLSC 2306	3380002	D
5065	DC COMP SCI 3	3580350	D
5066	DC COSC 1335	3580350	D
5067	DC COSC 1430	3580350	D
5076	DC CCJO 2310	13029200	D
5082	DC PHYS 2325	13037200	D
5083	DC PHYS 1401	13037210	D
5084	DC PHYS 2325	13037210	D
5093	DC LEADERSHIP	N1290010	D
5100	DC MUSC 1306	3155600	D
5104	ELAR 7 GH	3200520	GH
5105	ELAR 7 H	3200520	H
5106	SS 7 GH	3343000	GH
5107	SS 7 H	3343000	H
5108	DC EDUC 1300	3270100	D
5109	MATH 7 H	3103320	H
5110	SCI 7 H	3060700	H

5116	DC PLSC 2305	3330100	D
5117	DC HIST 1301/02	3340100	D
5118	DC ENG 1301/02	3220300	D
5119	DC ENG 2322/23	3220400	D
5121	DC ENG 1301	3220300	D
5122	DC MATH 1314	3102500	D
5123	DC MATH 2412	3101100	D
5124	DC MATH 2413	3102500	D
5126	DC COMP SCI	3580350	D
5127	DC ALG	3101100	D
5128	DC ENG 1302	3220300	D
5129	DC HIST 1302	3340100	D
5130	DC ENGR 1204	13036500	D
5131	DC PENG 2101	13036500	D
5132	DC PENG 2101	13036600	D
5135	DC PSYC 2314	3380001	D
5141	DC SPAN 1 1411	3440100	D
5142	DC SPAN 1 1412	3440100	D
5145	DC BCIS 1305	13011400	D
5147	ALGEBRA 2 HONORS	3100600	H
5151	DC ANAT PHYS S1	13020600	D
5152	ANAT PHYS D S2	13020600	D
5157	DC EDUC 1301	13014400	D
5158	DC EDUC 2301	13014400	D
5169	BUSENGL	13011600	D
5171	DC BIO B	3010200	D
5173	DC CHEM 1311	3040000	D
5174	DC CHEM 1312	3040000	D
5204	ENG 8 GH	3200530	GH
5205	ENG 8 H	3200530	H
5206	SS 8 GH	3343100	GH
5207	SS 8 H	3343100	H
5210	SCI 8 H	3060800	H
5212	DC SCI RSCH & DSGN	13037200	D
5265	DC SCI RSCH & DSGN	13037200	D
5303	ALGEBRA 1 HONORS	3100500	J
5304	ALGEBRA 2 HONORS	3100600	J
5320	ENGLISH 1 HONORS	3220100	J
5373	DC ARTSA 1301A	3500110	D
5375	DC ARTS 1303	3500110	D
5423	DC LIFEFIT A	PES00051	D
5424	DC LIFEFIT B	PES00051	D
5432	Span 2311	3440200	D
5433	SPAN 2312	3440200	D
5435	Introduction to Business	13011200	D
5462	PHYS 1401	3050000	D
5463	PHYS 1402	3050000	D
6005	CHEM I D	3060310	D
6006	CHEM II D	3060310	D
6007	PHYSICS I D	13037200	D
6008	PHYSICS II D	13037200	D
6009	BIO II D	3060300	D
6012	TH1 D	3250100	D
6013	TH1TECH D	3250500	D
6117	SPAN 3 H	3440300	H
6118	SPAN 2 H	3440200	H
6123	MUS1HIST APPR D	3155600	D
6149	PSYC 1300-16 D	3270100	D
6215	ALG 2 GH A	3100600	GH
6216	ALG 2 GH B	3100600	GH
6217	ALG 2 H A	3100600	H
6218	ALG 2 H B	3100600	H
6221	GEOM GH A	3100700	GH
6222	GEOM GH B	3100700	GH

6223	GEOM H A	3100700	H
6224	ENG 1 H	3220100	H
6225	ENG 1 GH	3220100	GH
6231	W GEO H A	3320100	H
6233	ENG 2 H	3220200	H
6234	W GEO H B	3320100	H
6243	BUSG 2305 D	13011700	D
6244	ACNT 1325 D	13016600	D
6246	ART1APP D	3500110	D
6251	ALG 2 GH	3100600	GH
6252	ALG 1 GH	3100500	GH
6253	ALG 1 H	3100500	H
6254	ALG 2 H	3100600	H
6255	GEOM GH	3100700	GH
6256	GEOM H	3100700	H
6266	IND ENG3 H	3221820	H
6268	CHEM H	3040000	H
6270	PHYSICS H	3050000	H
6271	BIO H	3010200	H
6283	SCI RSCH DSN D	13037200	D
6290	W HIST GH	3340400	GH
6291	W GEO GH	3320100	GH
6292	W GEO H	3320100	H
6324	GEOM H B	3100700	H
6374	WLDG 2406 D S1	13033005	D
6375	WLDG 2406 D S2	13033005	D
6389	W HIST H	3340400	H
6396	W HIST H NC	3340400	H
6412	BUSG 1301 D	13011200	D
6416	FINMATH D S2	13018000	D
6417	ALGREA D S2	03102540	D
6435	W HIST H A	3340400	H
6436	W HIST H B	3340400	H
6437	W HIST GH A	3340400	GH
6438	W HIST GH B	3340400	GH
6440	MATH 1332 D	3102500	D
6447	OSHT 1405 OSHA	N1303680	D
6450	LGLA 1307 D	13029200	D
6451	LGLA 1355 D	13029200	D
6452	LGLA 2313 D	13029550	D
6453	LGLA 1301 LEGAL RW D	N1303014	D
6454	LGLA 1345 CIVIL LIT D	N1303014	D
6455	LGLA 1309 CRIT THINK LEGAL	13011600	D
6456	LGLA POFT 1301 BUS ENG	13011600	D
6457	LGLA 2309 REAL PROP	N1303016	D
6458	LGLA 1353 PROBATE	N1303016	D
6459	LGLA 1391 SPTP PARALEGAL	N1303017	D
6645	BCIS 1305 D	13011400	D
6668	TECA 1311 D	13024800	D
6669	CDEC 1319 D	13024800	D
6673	BUSG 2300 D	13011101	D
6701	BMGT 1301 D	13012100	D
6702	HRPO 1311 D	13011900	D
6704	BMGT 1341 D	13011700	D
6705	BMGT 2309 D	13011101	D
6707	BMGT 2310 D	13016300	D
6709	BMGT 1327 D	13012000	D
6710	BMGT 1344 D	13012100	D
6711	BMGT 2388 D	13012215	D
6712	MRKG 1311 D	13034600	D
6713	CRIJ 1301 D	13029300	D
6714	CRIJ 1306 D	13029600	D
6716	CRIJ 2301 D	13029700	D
6717	CRIJ 1313 D	13029400	D

6718	CJSA 1348 D	13030100	D
6719	CRIJ 1310 D	13029400	D
6720	CRIJ 2313 D	13029600	D
6721	CJLE 1327 D	13029700	D
6722	CRIJ 2314 D	13029550	D
6723	CJLE 1346 D	13029500	D
6724	HMSY 1337 D	13018800	D
6725	CRIJ 2328 D	13029300	D
6726	CJSA 1330 D	13018800	D
6727	CJLE 2386 D	13030100	D
6728	CHEF 1305 D	13022600	D
6729	CHEF 1301 D	13022600	D
6730	PSTR 1301 D	13022600	D
6731	IFWA 1318 D	13022600	D
6732	CHEF 1310 D	13022650	D
6733	RSTO 1321 D	13022650	D
6734	RSTO 1325 D	13022650	D
6735	CHEF 2301 D	13022650	D
6736	CHEF 1340 D	13022705	D
6737	RSTO 1313 D	13022705	D
6738	PSTR 2331 D	13022705	D
6739	CHEF 2331 D	13022705	D
6740	CHEF 1314 D	13022715	D
6741	RSTO 1304 D	13022715	D
6742	RSTO 2386-16 D	13022715	D
6743	CETT 1509-16 D	13036800	D
6744	ELPT 1355 D	13036900	D
6745	IEIR 1310 D	N1303900	D
6746	ELMT 2333 D	13037405	D
6747	ELPT 2319 D	N1303689	D
6748	ELMT 2339 D	N1303689	D
6749	PTAC 1332 D	N1303900	D
6750	INTC 1356 D	13037415	D
6751	PTAC 2336 D	N1303901	D
6752	CETT 1391 D	13037410	D
6753	INMT 1417 D	13037410	D
6754	OSHT 1301 D	N1303680	D
6755	OSHT1313 D	N1303682	D
6756	OSHT 1309 D	N1303680	D
6757	OSHT 1320 D	N1303681	D
6758	OSHT 1316 D	N1303681	D
6759	OSHT 2401 D	N1303682	D
6760	EPCT 2300 D	13033000	D
6761	EPCT 1349 D	13033000	D
6762	OSHT 2305 D	13033000	D
6763	OSHT 2309 D	13033000	D
6765	EPCT 1344 D	13033010	D
6767	EPCT 2333 D	13033010	D
6768	OSHT 1391-16 D	13033010	D
6774	WLDG 1421-16 D	13032300	D
6775	WLDG 1435-16 D	13033000	D
6777	WLDG 2413-16 D	13033000	D
6778	WLDG 2451-16 D	13033015	D
6779	WLDG 2435 D	13033015	D
6780	WLDG 1337-16 D	13033015	D
6781	WLDG 2388-16 D	13033005	D
6788	MATH 1314 D	3101100	D
6789	MATH 2412 D	3101100	D
6790	TECH WRITE A D	3221100	D
6792	ENG 4 D A	3220400	D
6793	ENG 4 D B	3220400	D
6794	JOGGING/WALK D	PES00051	D
6795	INT PHY FIT D	PES00051	D
6797	MATH FOR BUS D	13016900	D

6798	ENG 3 D A	3220300	D
6799	ENG 3 D B	3220300	D
6800	POFT 2312 D	13009900	D
6815	ALG 2 GH A	3100600	GH
6816	ALG 2 GH B	3100600	GH
6817	ALG 2 H A	3100600	H
6818	ALG 2 H B	3100600	H
6821	GEOM GH A	3100700	GH
6822	GEOM GH B	3100700	GH
6823	GEOM H A	3100700	H
6824	GEOM H B	3100700	H
6825	INSTUMTH D A	3102500	D
6826	INSTUMTH D B	3102500	D
6829	W GEO GH A	3320100	GH
6830	W GEO GH B	3320100	GH
6831	W GEO H A	3320100	H
6832	W GEO H B	3320100	H
6833	US HIST D A	3340100	D
6834	US HIST D B	3340100	D
6835	W HIST H A	3340400	H
6836	W HIST H B	3340400	H
6837	W HIST GH A	3340400	GH
6838	W HIST GH B	3340400	GH
6844	EEIR 1309 D	13036900	D
6849	ART1APP D A	3500110	D
6850	ART1APP D B	3500110	D
6853	ANAT PHYS D A	13020600	D
6854	ANAT PHYS D B	13020600	D
6857	SCI RSH DSN D A	13037200	D
6858	SCI RSH DSN D B	13037200	D
6865	BMGT 2311 D	13011800	D
6884	AUMT 1301 D	13039550	D
6894	AUMT 1407 D	13039550	D
6895	AUMT 1310 D	13039600	D
6896	AUMT 2437 D	13039600	D
6897	AUMT 1419 D	13039700	D
6898	AUMT 1416 D	13040450	D
6899	AUMT 1345 D	13039710	D
6900	AUMT 2317 D	13040450	D
6901	AUMT 2313 D	13040160	D
6902	AUMT 2334 D	13040450	D
6903	AUMT 2425-16 D	13040450	D
6904	AUMT 2443 D	13040450	D
6905	DIEELECT CNTL D	13040150	D
6906	DEMR 2331 D	13039710	D
6907	DEMR 1330 D	13040150	D
6908	DEMR 1406 D	13040150	D
6909	DEMR 1416 D	13040160	D
6911	DEMR 2434 D	13040450	D
6914	MICRO D S1	13020700	D
6915	PRAPPENG D S1	13036200	D
6916	FINMATH D S1	13018000	D
6917	ALGREA D S1	3102540	D
6918	ART2PHTO D S1	3501200	D
6919	ART2DGMD S1	3501220	D
6921	AUMT 2307 D	13040450	D
6924	ENG 1 H	3220100	H
6925	ENG 1 GH	3220100	GH
6927	AUMT 2425 D	13040450	D
6951	ALG 2 GH	3100600	GH
6952	ALG 1 GH	3100500	GH
6953	ALG 1 H	3100500	H
6954	ALG 2 H	3100600	H
6955	GEOM GH	3100700	GH

6956	GEOM H	3100700	H
6989	W HIST H	3340400	H
6990	W HIST GH	3340400	GH
6991	W GEO GH	3320100	GH
6992	W GEO H	3320100	H
6996	W HIST H NC	3340400	H
7076	DEMIR 1416	13040160	D
7078	OSHT 1491 D	13032900	D
7117	SPAN 3 H	3440300	H
7118	SPAN 2 H	3440200	H
7136	CREAT WR D	3221200	D
7139	ORGCHEM D	N1120027	D
7145	WLDG 1420 D	13032400	D
7146	WLDG 1430 D	13032400	D
7147	WLDG 1434 D S1	13032400	D
7148	RBTC 1343 D	13037000	D
7149	PSYC 1300 D	3270100	D
8008	PRAC ELEC D S2	13005250	D
8009	PRAC ELEC D S2	13005250	D
8015	EXCAREE1 D	12701305	D
8017	CAREERP 2 D S2	12701400	D
8229	HIST GEOLOGY D	13037200	D
8230	PHYGEO D S1	13037200	D
8344	ADVELECT D S2	13005700	D
8412	INRO BUS MGT D S1	13011200	D
8414	ADV BUS MGT D S2	13012100	D
8443	ELECTECH D	13005600	D
8444	ADVELECT D S1	13005700	D
8449	Corrections 1 D	13029600	D
8464	CRIMINALISTIC1D	13029600	D
8482	PROF COMM D	13009900	D
8495	ADV BUS MGT D S1	13011900	D
8496	PRAC BUS MGT D S2	13012200	D
8584	SCIRD 2 D S1	13037210	D
8601	BMGT 1301 D WELD	13012100	D
8602	ACCTING 1D OCT	13016600	D
8603	TEACHING I D	13014200	D
8604	TEACHING II D	13014300	D
8607	ACCT 1 D S1	13016600	D
8608	ACCT 2 D S1	13016700	D
8643	BCIS 1305 D	13011400	D
8645	CNBT 1318 D	13005100	D
8646	CNBT 1311 D	13005100	D
8647	CNBT 2342 D	13004900	D
8649	CNBT 2344 D	13005000	D
8650	CNBT 1315 D	13005200	D
8651	CNBT 1342 D	13005000	D
8652	DFTG 1409 D	13004700	D
8653	DFTG 2328 D	13004700	D
8654	CNBT 1346 D	13005000	D
8655	CNBT 1359 D	13006200	D
8656	CNBT 2335 D	13006200	D
8657	CNBT 2480-16 D	13006205	D
8660	WLDG 1417-16 D	13032300	D
8661	WLDG 1430-16 D	13032400	D
8670	CDEC 1358 D	N1300510	D
8673	TECA 1303 D	13024900	D
8674	TECA 1318 D	13024900	D
8675	CDEC 1356 D	13014200	D
8676	CDEC 2307 D	13014200	D
8677	TECA 1354 D	13014300	D
8678	CDEC 2341 D	13014300	D
8679	CDEC 1323 D	13025000	D
8681	CDEC 2287 D	13025000	D

8690	WLDG 2406-16 D	13032650	D
8691	WLDG 1325-16 D	13033005	D
8694	FOUND ENERGY D	N1300263	D
8695	PETROCHEM D	N1300264	D
8702	ACCOUNT1 ZD	13016600	DZ
8712	ACCOUNT2 ZD	13016700	DZ
8715	SOCI 2336-16 D	13029200	D
8716	PRINLPCS D S1	13029200	D
8718	ANAT PHYS D S1	13020600	D
8733	Practicum of Corrections D	13030100	D
8741	Corrections II D	13029700	D
8756	Leadership and Management in Nursing	13021225	D
8757	Practicum HS - LVN Sm	13020500	D
8804	MATH TEACH D	3102400	D
9601	ENG 3 D A	3220300	DR
9602	ENG 3 D B	3220300	DR
9603	ENG 4 DR S1	3220400	DR
9604	ENG 4 DR S2	3220400	DR
9620	ECO-FE D A	3310300	DR
9621	US GOVT D	3330100	DR
9622	US HIST D A	3340100	DR
9623	US HIST D B	3340100	DR
9624	ANAT PHYS D A	13020600	DR
9625	ANAT PHYS D B	13020600	DR
9630	PHYGEO D S1	13037200	DR
9631	PHYGEO D S2	13037200	DR
9632	BIO D A	3010200	DR
9633	BIO D B	3010200	DR
9634	CHEM D A	3040000	DR
9635	CHEM D B	3040000	DR
9650	SPAN2 D A	3440200	DR
9651	SPAN2 D B	3440200	DR
9660	SOC D A	3370100	DR
9661	PSYCH D A	3350100	DR
9662	SBLIFE D A	PES00056	DR
9663	PE ITS D B	PES00056	DR
9664	LIFEFIT D A	PES00051	DR
9665	LIFEFIT D B	PES00051	DR
9666	MUS1APL D A	3152500	DR
9667	MUS1APL D B	3152500	DR
9668	MUS1HISTAPP D A	3155600	DR
9669	MUS1HISTAPP D B	3155600	DR
9670	COMMAPP D A	3241400	DR
9671	ART1APP D A	3500110	DR
9672	ART1APP D B	3500110	DR
9674	COMMAPP D B	3241400	DR
9675	CRSS D	3270100	DR
9676	BCIS DR	13011400	DR
9691	SPTSS DR	3380002	DR
10184	Science 6 IH	3060600	K
10214	Math 6 IH	2640060	K
10234	Math 6 IH	3103310	KH
10264	Math 6 IH	2640060	K
10414	Science 6 IH	3060600	K
10474	Ind Soc 6 IH	2660060	K
10484	Ind Soc 6 IH	2660060	K
10884	Lang Lit 6 IH	3200510	KH
10894	Lang Lit 6 GIH	3200510	KHG
11194	Math 7 IH	3103000	K
11204	Math 7 GIH	3103320	KHG
11214	Math 7 IH	3103000	K
11424	Science 7 IH	3060700	K
11434	Science 7 GIH	3060700	KHG
11474	Ind Soc 7 IH	3343000	K

11654	Ind Soc 7 IH	3343000	K
11664	Science 7 IH	3060700	K
12044	Lang Lit 8 IH	3200530	K
12104	ELD 8 NC IH	3200500	K
12214	Math 8 IH	3103100	K
12224	Math 8 IH	3103100	K
12424	Science 8 IH	3060800	K
12434	Science 8 GIH	3060800	KHG
12474	Ind Soc 8 IH	3343100	K
12594	Spanish I IHJ	3440100	J
12624	Lang Lit 8 IH	3200530	K
12644	Math 8 IH	3103100	K
12654	Ind Soc 8 IH	3343100	K
12664	Science 8 IH	3060800	K
12704	Spanish III IHJ	3440300	HJ
13234	Alg 1 GIHJ	3100500	HJ
13244	Alg 1 IHJ	3100500	HJ
14754	Geom IHJ	3100700	HJ
14764	Geom GIHJ	3100700	HJ
16394	Spanish II IHJ	3440200	HJ
17114	Lang Lit 7 NC IH	3200520	K
17134	MATH 7 NC IH	3103000	K
17144	SCI 7 NC IH	3060700	K
17154	Ind Soc 7 NC IH	3343000	K
17314	Lang Lit 8 NC IH	3200530	K
17334	MATH 8 NC IH	3103100	K
17344	SCI 8 NC IH	3060800	K
17354	Ind Soc 8 NC IH	3343100	K
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17534	MATH 6 NC IH	2640060	K
17544	SCI 6 NC IH	3060600	K
17554	Ind Soc 6 NC IH	2660060	K
17564	Ind Soc 6 IH	2660060	KH
17574	Ind Soc 6 GIH	2660060	KHG
17584	Math 6 GIH	3103310	KHG
17594	Science 6 IH	3060600	KH
17604	Science 6 GIH	3060600	KHG
17614	Lang Lit 6 IH	3200510	K
17624	Lang Lit 6 IH	3200510	K
17654	Lang Lit 6 NC IH	3200510	K
17664	Lang Lit 7 IH	3200520	K
17674	Lang Lit 7 IH	3200520	K
51044	Lang Lit 7 G IH	3200520	KHG
51054	Lang Lit 7 IH	3200520	KH
51064	Ind Soc 7 GIH	3343000	KHG
51074	Ind Soc 7 IH	3343000	KH
51094	Math 7 IH	3103320	KH
51104	Science 7 IH	3060700	KH
52044	Lang Lit 8 G IH	3200530	KHG
52054	Lang Lit 8 IH	3200530	KH
52064	Ind Soc 8 IH G	3343100	GH
52074	Ind Soc 8 IH	3343100	KH
52104	Science 8 IH	3060800	KH
70014	Lang Lit 7 IH	3200520	KV
70024	Lang Lit 8 IH	3200530	KV
70084	Lang Lit 6 RS IH	3200510	KV
70214	Math 7 IH	3103000	KV
70224	Math 8 IH	3103100	KV
70234	Math 6 IH	2640060	KV
71514	Lang Lit 7 IH	3200520	K
71524	Lang Lit 8 IH	3200530	K
71534	Lang Lit 6 IH	3200510	K
71574	READ 7 IH	3273420	K
71584	READ 8 IH	3273430	K

71594	Read 6 IH	3273410	K
71664	MATH 7 IH	3103000	K
71684	MATH 6 IH	2640060	K
71734	SCI 7 IH	3060700	K
71744	SCI 8 IH	3060800	K
71754	SCI 6 IH	3060600	K
71764	MATH 8 IH	3103100	K
71804	Ind Soc 7 IH	3343000	K
71814	Ind Soc 8 IH	3343100	K
71824	Ind Soc 6 IH	2660060	K
5122A	DC USHS 1301	3440100	D
8527D	Culinary Arts D	13022600	D
8648A	CNBT 1300 D	13005200	D
8667D	CHILD GUID D S1	13024800	D
8671A	CDEC 1359 D	13024700	D
8672A	CDEC 1321 D	13024700	D
Q4461	BIO 2 M D S1	3060300	D
Q4462	BIO 2 M D S2	3060300	D
Q5013	DC MATH 1314	3101100	D
Q5014	DC MATH 2412	3101100	D
Q5015	INSTUMTH A DC	3102500	D
Q5016	INSTUMTH B DC	3102500	D
Q5026	DC ENGL 1301	3220300	D
Q5027	DC ENGL 1302	3220300	D
Q5030	DC ENGL 2322	3220400	D
Q5031	DC ENGL 2323	3220400	D
Q5038	DC COMM 1315	3241400	D
Q5041	DC ECON 2301	3310300	D
Q5043	DC ECON 2302	3310301	D
Q5046	DC PLSC 2305	3330100	D
Q5049	DC HIST 1301	3340100	D
Q5050	DC HIST 1302	3340100	D
Q5053	DC PSYC 1301	3350100	D
Q5054	DC SOC 1301	3370100	D
Q5055	DC PLSC 2306	3380002	D
Q5066	DC COSC 1335	3580350	D
Q5108	DC EDUC 1300	3270100	D
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Q5131	DC PENG 2101	13036500	D
Q5132	DC PENG 2101	13036600	D
Q5135	DC PSYC 2314	3380001	D
Q5141	DC SPAN 1 1411	3440100	D
Q5145	DC BCIS 1305	13011400	D
Q5157	DC EDUC 1301	13014400	D
Q5158	DC EDUC 2301	13014400	D
Q5169	BUSENGL	13011600	D
Q5173	DC CHEM 1311	3040000	D
Q5212	DC SCI RSCH & DSGN	13037200	D
Q5301	CMTCHED	N1300510	D
Q5302	PRACEDT1	13014500	D
Q5373	DC ARTSA 1301A	3500110	D
Q5375	DC ARTS 1303	3500110	D
Q5423	DC LIFEFIT A	PES00051	D
Q5424	DC LIFEFIT B	PES00051	D
Q5463	PHYS 1402	3050000	D

REQUEST FOR APPROVAL OF 2026-2027 SCRIPPS NATIONAL SPELLING BEE, INC. REGIONAL PARTNERSHIP AGREEMENT

ECISD is requesting Board approval of the 2026–2027 Scripps National Spelling Bee, Inc. Regional Partnership Agreement, including the attached Addendum. Approval of this agreement authorizes ECISD to serve as the regional partner for the Scripps National Spelling Bee and to conduct the regional spelling bee program within the designated territory during the February 1- March 31, 2027 program window.

Under the agreement, ECISD will be responsible for hosting the regional competition, monitoring participant eligibility, ensuring a fair and equitable competition, and complying with the terms, rules, and guidelines established by the Scripps National Spelling Bee.

2026-27 Regional Partnership Agreement

WHEREAS, the Scripps National Spelling Bee, Inc. ("SNSB") conducts the largest and longest-running educational promotion in the United States, the Scripps National Spelling Bee (the "National Competition");

WHEREAS, Ector County Independent School District ("Regional Partner") desires to associate itself with the National Competition by organizing a spelling bee program in its community, with the cooperation of area school officials,

NOW THEREFORE, the Agreement between Regional Partner and SNSB, when signed by Regional Partner and approved and signed by SNSB, will constitute a fully binding agreement between the parties (the "Agreement").

In exchange for the mutual promises and covenants expressed herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows. All attachments, addendums, or exhibits attached hereto and executed or initialed by the parties are incorporated herein by this reference.

1. **Exhibits**
    a. **Exhibit A – Program Dates**
    b. **Exhibit B – Regional Partner Account Details**
    c. **Exhibit C – Regional Partner Investment Options**
    d. **Exhibit D – Territories**

2. **Definitions.**

    "Bee Week" means the program of events produced by SNSB for Champions, other National Competition participants, and permitted guests before and after the National Competition in the host city chosen by SNSB.

    "Champion" or "Champions" means the Speller or Spellers who are declared champion or champions of the final competition of Regional Partner's Program.

    "Effective Date" means the date of last signature of this agreement by the parties.

    "Investment" means the fees paid by Regional Partner based on its selected investment level as defined in Exhibit C.

    "National Rules" means the official rules governing the National Competition as provided by SNSB and available at spellingbee.com.

    "Personal Data" means any information provided by SNSB to Regional Partner relating to an identified or identifiable individual or household including by way of example, but not limited to, name, corresponding postal address, e-mail address, telephone number, device identifier, IP address, employee identification number, log data, or applicable payment processing data.

    "Program" means the Regional Partner's local spelling bee program held in the Territory (see Exhibit D) during the Term.

    "Program Dates" means the calendar dates during which the Regional Partner is permitted to hold the Program including all School-based contests and any final competition. The Program Dates are defined in Exhibit A.

    "Regional Competition List" means the list provided by SNSB to Regional Partner for use in conducting its final spelling bee contest. The Regional Competition List will offer words selected by SNSB's *Words of the Champions* official study resource and words selected from Merriam-Webster Unabridged Dictionary online edition.

"Regional Qualifier Competition List" means the guide provided by SNSB to Regional Partner for use in conducting spelling bee contests that precede its final spelling bee contest. The list will offer spelling words selected from SNSB's *School Spelling Bee Study List;* words selected from SNSB's *Words of the Champions* official study resource and words selected from Merriam-Webster Unabridged Dictionary online edition.

"Speller" means a student at a School that participates in Regional Partner's Program.

"School" means all types of elementary and middle schools including, without limitation, public private, parochial, charter, home school association, home school group, home school co-op, individual home school family, or online/virtual enrolled with SNSB for applicable year.

"Term" means the period beginning on the Effective Date and continuing through and including the day immediately following the day on which the National Competition finals are held.

3. **Term.** This Agreement shall be effective as of the Effective Date and shall continue throughout the Term unless otherwise terminated as allowed herein; provided, however, that the Sections related to Indemnifications, Compliance with laws, Intellectual Property and Applicable Law shall survive the expiration or earlier termination, for any reason, of this Agreement.

4. **Regional Partner's responsibilities and acknowledgments.**

   a. **Spelling bee contest.** Regional Partner shall host a Program only in the Territory. Regional Partner must not exclude any School or Speller from participating in its Program based on any of the following: race, School type, religion, creed, gender, sexual orientation, membership or subscription.

   b. **Program Dates.** Regional Partner's Program must be held within the Program Dates listed on Exhibit A.

   c. **Eligibility requirements.** In good faith, the Regional Partner will monitor participants' eligibility as best as possible to ensure compliance with the National Rules. A Speller must meet eligibility requirements to participate in the National Competition, which are listed in full in the Suggested Rules for Regional Spelling Bees on spellingbee.com/rules.

   d. **Live broadcasts and tape-delayed broadcasts.** In order to protect the integrity of the SNSB competition lists and not provide an advantage to any Speller, Regional Partner may not, and may not permit others to, broadcast or distribute a publicly available live stream or rebroadcast of its qualifier(s) and/or final spelling bee contest on any platform or media including, but not limited to, over-the-air television, terrestrial or satellite, radio, podcasts, online platforms (e.g., Facebook, X (formerly known as Twitter), YouTube, Instagram, or TikTok), or over-the-top platforms (e.g., Roku, Fire TV, Apple TV, Pluto TV). Notwithstanding the foregoing, Regional Partner may make reasonable accommodations for limited audiences (e.g., parents, teachers, relatives) to view or listen to a live contest remotely via invitation. Regional Partner may make short segments of its final spelling bee contest publicly available e.g., *Final Word Moments.* Regional Partner may post, share, and/or air a video or audio recording of its final spelling bee contest in its entirety beginning on the first day following the Program Dates.

   e. **Materials barred from use and distribution.** Regional Partner may not use any year's edition of the *Classroom Competition List, School Competition List,* or *Regional Qualifier Competition List* or a previous year's version of any Scripps National Spelling Bee-provided list at its final spelling bee contest.

Regional Partner shall refrain from distributing any year's edition of the *Classroom Competition List, School Competition List, Regional Qualifier Competition List, Regional Competition List* or supplemental vocabulary materials to any person or entity through any means, including electronic.

f. Non-SNSB or Regional Partner spelling bee preparation entities. Regional Partner will refrain from promoting, distributing, and/or facilitating the distribution to its participating Schools, Spellers (including parents or legal guardians of Spellers), any materials in any format associated with or from individuals or entities who engage in spelling bee preparation services other than SNSB and Regional Partner.

g. Fair and equitable competition. Regional Partner will not engage in any program or practice that favors the advancement of or gives an advantage to any specific Speller. Any such activity may result in the disqualification of the Speller and shall be a material breach of this Agreement.

h. Program information and related documentation. Regional Partner will, on or before the date specified in Exhibit A, submit a regional program form as provided on spellingbee.com. The form is required for SNSB to provide Schools information on Regional Partners Program, provide customer service, and administrative support. In addition to the program form, Regional Partner will provide all reasonably requested documentation in a timely manner (e.g., W-9, invoicing information, contact details, etc.).

i. Rules. Regional Partner acknowledges that it is solely responsible for selecting or developing the rules for its Program(s). Regional Partner agrees to provide rules to Spellers, their parents, or a responsible teacher at least 48 hours in advance of its Program(s) and to, upon request, provide a courtesy copy of its rules to members of the audience at its Program(s) in print or electronic form. As a courtesy to Regional Partner, SNSB will release the current *Suggested Rules for Local Spelling Bees* no fewer than three (3) months prior to the first day of the Program Dates, which Regional Partner is encouraged to adopt as the rules for its Program(s).

j. Representation at the National Competition and Bee Week. Regional Partner acknowledges that it is entitled and obligated to send the number of Spellers included in its chosen level of Investment as defined on Exhibit C. Regional Partner <u>will not</u> offer to send additional Spellers above the included number without prior written approval from SNSB.

k. Contest decisions. Regional Partner acknowledges that SNSB will not possess authority to overturn Regional Partner's Program contest decisions.

l. Champion's travel expenses. Regional Partner acknowledges that SNSB encourages Regional Partners to provide reasonable financial support for transportation and meals associated with travel to and during Bee Week for its Champion(s) and one parent or legal guardian. Regional Partner will disclose in writing to its Champion's parents or legal guardian any Bee-related financial support Regional Partner will provide within 24 hours following its Regional Competition.

m. Indemnification. Regional Partner agrees to indemnify, defend and hold SNSB harmless from any and all loss, injury, damage, related to any third-party claim or liability arising in any way from Regional Partner's performance of this agreement.

n. **Compliance with laws.** Regional Partner will comply with and cooperate with and assist SNSB with regard to SNSB's compliance with all applicable laws including but not limited to those related to the collection, security, handling, retention and processing of Personal Data.

o. **Local Regional Partnership.** Regional Partner acknowledges that participation as a Regional Partner does not confer any right to guarantee to future participation or to any specific Territory in subsequent years. SNSB reserves all rights to accept or reject in its sole discretion any application for Regional Partnership.

p. **Financial Obligations.** Regional Partner acknowledges that it is solely and exclusively responsible for any tax or other financial obligations arising from Regional Partner's performance of the Agreement or from any sponsorship or other form of financial remuneration Regional Partner receives in relation to this agreement.

5. **SNSB's responsibilities and acknowledgments.**

a. **Spelling bee competition.** SNSB will, except under the conditions defined herein, conduct the National Competition on the dates indicated in Exhibit A.

b. **Bee Week.** SNSB will plan, coordinate, and host Bee Week activities. Regional Partner's representative(s) may have the possibility of participating in Bee Week activities as permitted guests with the approval of SNSB (additional fees may apply).

c. **Champion's hotel.** SNSB will provide an online platform for Champion's or Champions' parent or legal guardian to book hotel room(s), at an official Bee Week hotel (number of Champions dependent on Regional Partner's Investment level defined in Exhibit C). Provided that the reservation is made through the SNSB-specified online platform, SNSB will be responsible for payment for the room and associated taxes. SNSB will not be responsible for or pay for incidental charges associated with the included hotel room(s) including, but not limited to, room service, mini bar, laundry, telephone calls, movies, etc.

d. **Prizes.** SNSB will offer a prize package to certain qualifying Spellers in the National Competition.

e. **Competition word lists.**

i. **Regional Competition List.** SNSB will provide Regional Partner with the *Regional Competition List,* two (2) weeks prior to Regional Partner's Regional Competition.

ii. **Regional Qualifier Competition List.** SNSB will provide Regional Partner with the *Regional Qualifier Competition List* for intermediary spelling bees on or before the date indicated in Exhibit A.

f. **School enrollment and materials.** SNSB will provide an online platform for Schools in Regional Partner's Territory to enroll in the Regional Partner's Program and obtain the materials they need to conduct their School spelling bee programs.

g. **Password-protected information portal for Regional Partners.** SNSB will provide Regional Partner with access to a repository of guidance, materials, tools, and reports for Regional Partners to access in conducting its program.

h. **Customer service.**

i. **Condition of Service.** SNSB will provide customer service support for Regional Partner and Regional Partner's participating Schools provided that Regional Partner has submitted the regional program form as specified in Section 4.h of this Agreement.

ii. **Service hours and dates.** Regional Partner and its participating Schools may avail themselves of service by submitting a contact form at spellingbee.com/contact. SNSB will monitor contact form submissions on a regular basis during SNSB's regular working hours.

iii. **Service response time.** SNSB will exercise reasonable efforts to respond to contact form inquiries within three (3) business days of receiving the submission.

i. **Indemnification.** SNSB agrees to indemnify Regional Partner from any and all loss, injury, damage or liability related to any third-party claim arising in any way from SNSB's performance of this Agreement or conduct of the National Competition.

j. **Compliance with laws.** SNSB will comply with and will cooperate with and assist Regional Partner with regard to Regional Partner's compliance with all applicable laws including but not limited to those related to the collection, security, handling, retention and processing of Personal Data.

6. **Publicity.** Regional Partner agrees that SNSB shall have the right to use Regional Partner's name on its website, in news releases, or for other promotional purposes related to the National Competition. SNSB will follow Regional Partner's brand and style guidelines in ay such use.

7. **Intellectual property.** SNSB and The E.W. Scripps Company ("Scripps") are federally registered service marks. Regional Partner shall not use said service marks, or any other designs or commercial symbols associated with SNSB, except as indicated in this Section 7. Regional Partner shall not use said service marks, or any other designs or commercial symbols associated with Scripps without the express written permission of SNSB. Further, Regional Partner shall not use or make any reference to Scripps and/or SNSB for commercial purposes or ventures other than to promote its Program and its participation in the National Competition as described herein. Notwithstanding the foregoing, Regional Partner may, on its Program materials or on its digital platforms, include a SNSB logo or logos only if the logo's use is in compliance with SNSB brand and style guidelines, which may be found by logging in to spellingbee.com and accessing the *Communications* section.

8. **Assignment.** SNSB may assign this Agreement in whole or in part. Regional Partner may not, without the prior written consent of SNSB, assign this Agreement, in whole or in part. This Agreement shall be binding on and inure to the benefit of SNSB's successors and assigns and Regional Partner's permitted assigns.

9. **Termination.**

a. **By SNSB for Insufficient number of Regional Partners.** If an insufficient number of Regional Partners sign agreements to warrant holding the applicable National Competition, SNSB may, in its sole discretion, cancel the National Competition and terminate this Agreement.
b. **By SNSB for Breach by Regional Partner.** Should Regional Partner fail to meet any material obligation hereunder and fails to cure such breach within fifteen (15) days following receipt of written notice from SNSB, SNSB may terminate this Agreement. If Regional Partner is unable to cure any such breach within the cure period or commits multiple or recurring breaches then SNSB may, in its sole discretion, immediately terminate this Agreement.

c. **By SNSB for Force Majeure.** SNSB may cancel the applicable National Competition if it becomes illegal, impracticable, or inadvisable, in the sole judgement of SNSB, to administer the National Competition due to an event beyond its reasonable control including, but not limited to natural disaster, strikes, pandemic, disease, health crisis, civil disorder, curtailment of transportation, declaration of war, outbreak or escalation of hostilities, an act of terrorism, or a declaration by the President of the United States or any relevant federal or local government agency or representative that travel or gatherings of groups of any particular size is illegal, inadvisable or unsafe ("Force Majeure Event").

d. **By Regional Partner for Force Majeure.** If Regional Partner is prevented from performing or is unable to perform any of its obligations (other than a payment obligation) under this Agreement due to a Force Majeure Event, Regional Partner shall give prompt written notice to SNSB and may terminate this Agreement.

e. **Termination and Insufficient number of participating schools.** Regional Partner may terminate this Agreement if fewer than ten (10) Schools enroll in its Program by providing notice to SNSB no later than December 31st of the calendar year prior to the applicable National Competition.

f. **In the event of termination under this section 9:**

    i. SNSB may, in its sole discretion, choose to take over management of Regional Partner's Program, enter into a new agreement with a replacement partner in the Territory, and/or to conduct any National Competition related activities in the Territory including any school-based, district, and/or county contests culminating in a final competition.
    ii. SNSB will return or credit, as determined by SNSB, uncommitted funds paid by Regional Partner.

10. **Investment.**

a. Regional Partner will select its desired level of Investment as detailed in Exhibit C. To receive a $750 discount, all applicable fees must be paid to SNSB no later than November 15, 2026. The discount will not apply if Fees are not received on or before November 15, 2026. The Investment amount is exclusive of any applicable taxes.

b. SNSB will not provide any competition word lists or any other competition benefits described herein prior to receiving payment of the Investment.

11. **Rebates or Credits.** A rebate or credit related to Regional Partner's Investment is available if Regional Partner signs and returns this agreement on or before July 15, 2026. Regional Partner may choose between a rebate or

credit by selecting its preference on Exhibit C. To qualify for a rebate or credit, Regional Partner must sign and return the agreement on or before July 15, 2026 and provide all information reasonably requested by SNSB to process rebates or credits (e.g. W-9). Failure to provide such information or return a signed agreement will result in loss of the rebate or credit. Based on the Regional Partner's selection, SNSB will provide either:

a. An $18 per School rebate paid directly to Regional Partner for each enrolled School to be used in support of Regional Partner's Program and encourage School and Speller engagement. Regional Partner is eligible for this rebate program once 10 schools have enrolled into their program.

b. An $18 per school credit applied to each School's account with SNSB.

12. **Applicable Law.** This Agreement is made subject to all federal, state, and administrative laws or regulations now or hereafter in effect. This Agreement shall be construed according to the laws of the State of Ohio.

13. **Entire Agreement/Changes in Agreement.** This Agreement shall constitute the entire understanding between the parties and shall supersede any and all prior understanding between SNSB and Regional Partner. This Agreement cannot be changed, extended, or modified orally, but only by writing signed by both parties.

IN WITNESS WHEREOF, the parties, having read and agreed to the terms above, hereby enter into this agreement as of the Effective Date.

Ector County Independent School District	**Scripps National Spelling Bee, Inc.**
By: _____	By: Corrie Loeffler
Title: _____	Title: Executive Director
Signature: _____	Signature: _____
Date: _____	Date: _____

Exhibit A – Program Dates

This Exhibit provides an easy reference to important dates otherwise defined in the Agreement. Dates may be subject to change and may be updated from time to time at SNSB's discretion. Updates will be provided via email.

DATES	**EVENT**
July 15, 2026	Deadline for returned agreement to receive school enrollment rebate
August 15, 2026	Deadline for renewing partners to return the 2026-27 Agreement
August 18, 2026	National enrollment for schools opens at spellingbee.com
September 11, 2026	Deadline to submit regional program information for schools via the Regional Partner Portal at spellingbee.com
October 31, 2026	*Regional Qualifier Competition List* available
November 15, 2026	Deadline to complete payment of the Regional Partner Investment Fee and receive $750 incentive
January 29, 2027	Deadline for adding Regional Champions to your program (if eligible) National enrollment period for schools closes. *Regions can declare earlier school enrollment deadlines for their program.*
February 1 – March 31, 2027	Regional Competition season ("Program Dates")
February 3, 2027	Regional tiebreaker test available upon request
April 1, 2027	First day a recording of Regional Partner's Program may be released (as per section 4(d) of the Agreement)
April 2, 2027	Deadline for regional Champions to register for Bee Week with SNSB
May 31 – June 4, 2027	Bee Week of the 2027 Scripps National Spelling Bee

Online Testing Platform Release Date

The Online Testing Platform (OTP) is an optional resource for Regional Partners to host regional qualifier competitions via an online test.

DATES	**EVENT**
October 31, 2026	Regional Qualifier-level Online Testing Platform content becomes available to Regional Partners.

2026-27 Regional Partnership Agreement

Exhibit B – Regional Partner Account Details

Information shown here is a representation of Regional Partner account information provided by Regional Partner in the previous program year. Updates to this information can be provided to the Scripps National Spelling Bee via email to the Regional Partner Specialist.

Organization Information:

Regional Partner Name: Ector County Independent School District

Parent Company *(if applicable)*:

Regional Partner is a non-profit?

Billing address: 802 North Sam Houston, PO Box 3912, Odessa, Texas 79761

Shipping address: 802 North Sam Houston, PO Box 3912, Odessa, Texas 79761

Marketing Display Information:

Regional Partner Organization's Website:

Regional Partner Display Name: Ector County Independent School District

Regional Partner Display City: Odessa

Regional Partner Display State: Texas

Regional Partner Contact Information:

Primary Contact

Name: Stephanie Wright

Phone: 432.456.8491

Email: stephanie.wright@ectorcountyisd.org

Secondary Contact:

Name: Kristen Vesely

Phone: 432.456.8492

Email: Kristen.vesely@ectorcountyisd.org

2026-27 Regional Partnership Agreement

Exhibit C – Regional Partner Investment Options

Rebate or Credit: Please select one option. Rebate or credit is only available to those who return a signed agreement on or before July 15, 2026.

_____ Provide $18/school rebate directly to the Regional Partner (requires W9 submission)

_____ Provide $18/school credit to Schools' enrollment at spellingbee.com

Regional Partnership Level: Please select desired level (Only one option may be selected; those who select Gold or Platinum level must have 75 schools enrolled per additional champion unless otherwise approved by SNSB). Any applicable discounts will be applied to invoice.

_____ **Regional Partner, One Champion ($5,500)**
Entrance of (1) Champion into the National Competition.

- One (1) standard hotel room (room and tax only) at an official SNSB hotel and registration for Bee Week activities for Champion and one (1) chaperone.
- Direct access to SNSB Customer Service for coordinators, volunteers, and Spellers' families during SNSB's regular working hours.
- Access to centralized spelling bee resources, reports, documents, etc.
- Customizable marking resources and templates to support your program.
- Access to volunteer training, webinars, and videos.
- Per School rebate/credit as defined in the Agreement.

_____ **Gold Partner, Two Champions (+$3,500 for additional speller)**

- Must have a minimum 75 schools enrolled.
- All benefits available at the Regional Partner level.
- Includes entrance of two (2) Champions into the National Competition.
- Includes additional room accommodations (room and tax only) and registrations for Bee Week activities and one (1) chaperone for each champion.

_____ **Platinum Partner, Three or more Champions (+$3,500 for additional speller)**

- Must have a minimum 150 schools enrolled. Additional spellers allowed, per every 75 schools.
- All benefits available at the Regional Partner level.
- Includes entrance of three (3) Champions into the National Competition.
- Includes additional room accommodations (room and tax only) and registrations for Bee Week activities and one (1) chaperone for each champion.

Please initial for approval of selections: _____

Exhibit D – Regional Partner Territories

The list of counties below represents the covered territory by Regional Partner as assigned by the Scripps National Spelling Bee.

State	Counties	Includes/Excludes
TX	Brewster	
	Crockett	
	Ector	
	Loving	
	Pecos	
	Reeves	
	Sutton	
	Terrell	
	Winkler	

Total Number of Counties: 9

2026-27 Regional Partnership Agreement

ADDENDUM

This Addendum (the "Addendum") is executed between the Scripps National Spelling located at 312 Walnut Street, Suite 2800, Cincinnati, Ohio, 45202 (hereinafter "SNSB") and Ector County Independent School District (hereinafter "Regional Partner"). SNSB and Regional Partner may be referred to jointly as the "Parties" and each individual as "Party".

SNSB and Regional Partner are entering into this Addendum further to the 2026-27 Regional Partnership Agreement with an effective date meaning the date of last signature of this Agreement by the parties (the "Agreement").

In the event of inconsistencies between the provisions of this Addendum and the Agreement, this Addendum shall control.

The Parties wish to make the following change or addition to the Agreement:

1. Section 4 (m). Indemnification. – Should hereby be replaced with the following:
   To the extent permitted under Texas law, Regional Partner agrees to indemnify, defend and hold SNSB harmless from any and all loss, injury, damage, related to any third-party claim or liability arising in any way from Regional Partner's performance of this agreement.

2. Section 12. Applicable Law. – Should hereby be replaced with the following:
   This Agreement is made subject to all federal, state and administrative laws or regulations now or hereafter in effect. This agreement shall be construed according to the laws of the State of Texas.

Except as specifically modified by this Addendum, the 2026-27 Regional Partnership Agreement and each of its terms shall remain in full force and effect.

Ector County Independent School District	**Scripps National Spelling Bee, Inc.**
By: _____	By: Corrie Loeffler
Title: _____	Title: Executive Director
Signature: _____	Signature: _____
Date: _____	Date: _____

REQUEST FOR APPROVAL OF EXTRACURRICULAR STATUS OF 4-H ORGANIZATION RESOLUTION AND ADJUNCT STAFF MEMBERS

The State Board of Education passed an amendment that allows public school students to be considered “in attendance” when participating in approved off-campus activities with an adjunct staff member of the school district.

This amendment provides local school boards the opportunity to recognize County Extension Agents as adjunct staff members and to count students participating in 4-H/Extension educational activities in attendance for Foundation School Program purposes.

It is recommended that the board approve the request by the 4-H organization to be sanctioned as an extracurricular activity.

ECTOR COUNTY EXTENSION SERVICE

TEXAS A&M AGRILIFE EXTENSION

Monday, June 25, 2026

Dr. Keeley Boyer
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas, 79761

Dear Dr. Boyer:

On behalf of the 4-H members of Ector County, I hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Ector County Independent School District. I further request that questions regarding this RESOLUTION be directed to me in a timely manner so that I may prepare and present an appropriate response so as not to delay action on this request.

Finally, I request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me for my files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Steve Paz

County Extension Agent
4-H Coordinator

Attachment: Resolution for Extracurricular Status of 4-H Organization

Ector/Midland County Extension Office
1010 E 8th | Odessa, Texas 79761
https://ector.agrilife.org/| Tel. 432-498-4071

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Ector County Independent School District

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

Ector

County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district.

A local representative of the Texas A&M AgriLife Extension Service will request academic eligibility for all 4-H competitive activities, regardless if a school absence is or is not required, and for non-competitive purposes when an absence is required.

Approved this_____day of_____, 2026. .

_____ Board of Trustee

_____ Superintendent

ECTOR COUNTY EXTENSION SERVICE

TEXAS A&M AGRILIFE EXTENSION

Monday, June 25,2026

Dr. Keeley Boyer
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas, 79761

Dear Dr. Boyer:

On behalf of the Ector/Midland County Extension Staff, I hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Ector Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student

Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Ector County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Ector Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Steve Paz

County Extension Agent
4-H Coordinator

Attachment: Resolution for Extracurricular Status of 4-H Organization

Ector/Midland County Extension Office
1010 E 8th Street | Odessa, Texas 79761
https://ector.agrilife.org/| Tel. 432-498-4071

THE STATE OF TEXAS
COUNTY OF ECTOR

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Ector County Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Ector Independent School District.

Upon consideration and vote of_____in favor, Ector County 4-H is hereby named as adjunct faculty member(s) of the Ector County Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the_____day of_____, 2026; and remain in effect until the _____day of_____, 2026.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Steven Paz	CEA – 4-H	B.S./M.S. Agriculture Economics	Texas Tech	1990/1991
Krista Elkins-Chin	CEA – Family & Community Health	B.S. Biology – Athletic Training	UTPB	2013
Brady Evans	CEA – Agriculture & Natural Resources	B.S./M.S. Agriculture	Texas A&M University Kingsville	2014
Sara Moran-Duran	CEA – Horticulture	B.S./M.S. Horticulture	New Mexico State University	2015

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Ector County Independent School District.

4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.

5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 6 or Josh W. Blanek County Extension Director.

6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct, or control the activities and/or participation of such County Extension Agent(s) who have been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Ector/Midland County Extension Agent(s), (See List) (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Ector County Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____day of _____, 2026.

Ector County Independent School District

By: _____

DISCUSSION OF 2025-2026 BOARD GOALS AND INDICATORS OF SUCCESS

An update on Ector County Independent School District Board Goals and Indicators of Success for the 2025-2026 school year will be presented to the Board of Trustees.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief of Schools

SUBJECT: **REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR BURNET ELEMENTARY SCHOOL**

DATE: August 18, 2026

Recommendation to hire Principal for Burnet Elementary School.

****

Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to hire Principal for Burnet Elementary School.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief of Schools

SUBJECT: **REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR BONHAM MIDDLE SCHOOL**

DATE: August 18, 2026

Recommendation to hire Principal for Bonham Middle School.

****

Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to hire Principal for Bonham Middle School.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Superintendent of Schools

SUBJECT: **POSSIBLE ACTION TO SELECT SINGLE MEMBER DISTRICT - POSITION 1 APPLICANTS FOR INTERVIEW**

DATE: August 18, 2026

The Board will select Position 1 Applicants for interview.

****

Administrative Recommendation:

Approve the selection of Position 1 Applicants for interview.



INFORMATION ITEMS

- Financials
- Quarterly Donations Informational Report
- Purchases Over $50,000 Informational Report
- Routine Personnel Report



FINANCIALS

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

ECTOR COUNTY ISD, TX

EOM BUDGET REPORT 199

05/31/2026

FOR 2026 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-369,185,000	12,539,199	-356,645,801	-284,964,143.30	.00	-71,681,657.70	79.9%
11 INSTRUCTION	211,629,923	1,136,055	212,765,978	162,914,296.68	29,526,845.83	20,324,835.49	90.4%
12 INSTRUCTIONAL RES & MEDIA SERV	2,020,954	-93,551	1,927,403	1,566,123.74	242,802.20	118,477.06	93.9%
13 CURRICULUM & STAFF DEVELOPMENT	9,347,135	-259,751	9,087,384	6,242,614.76	895,263.60	1,949,505.64	78.5%
21 INSTRUCTIONAL LEADERSHIP	5,662,506	-84,352	5,578,154	4,493,639.28	446,807.91	637,706.81	88.6%
23 SCHOOL LEADERSHIP	21,728,046	493,163	22,221,209	18,533,837.69	2,376,870.81	1,310,500.50	94.1%
31 GUID, COUNS & EVALUATION SERVS	17,546,309	552,535	18,098,844	14,655,144.18	2,518,451.41	925,248.41	94.9%
32 SOCIAL WORK SERVICES	1,732,378	43,959	1,776,337	1,464,158.03	138,649.94	173,529.03	90.2%
33 HEALTH SERVICES	3,257,259	97,410	3,354,669	2,833,638.22	485,927.56	35,103.22	99.0%
34 STUDENT TRANSPORTATION	11,909,952	-532,759	11,377,193	8,259,647.85	1,850,040.64	1,267,504.51	88.9%
36 CO/EXTRACURRICULAR ACTIVITIES	8,113,940	1,434,668	9,548,608	7,457,954.43	1,014,171.47	1,076,482.10	88.7%
41 GENERAL ADMINISTRATION	9,310,815	174,092	9,484,907	7,265,589.44	1,099,848.66	1,119,468.90	88.2%
51 FACILITIES MAINT & OPERATIONS	39,715,583	1,570,798	41,286,381	28,972,726.65	6,302,249.49	6,011,404.86	85.4%
52 SECURITY & MONITORING SERVICES	6,640,841	1,463,450	8,104,291	7,222,651.90	583,724.28	297,914.82	96.3%
53 DATA PROCESSING SERVICES	14,904,098	582,921	15,487,019	8,235,542.91	5,981,417.38	1,270,058.71	91.8%
61 COMMUNITY SERVICES	1,500,512	161,602	1,662,114	1,273,382.39	190,698.89	198,032.72	88.1%
71 DEBT SERVICE	1,359,000	0	1,359,000	796,735.72	65,709.81	496,554.47	63.5%
81 FACILITIES ACQUISITION & CONST	4,431,749	1,109,689	5,541,438	1,948,116.94	864,981.79	2,728,339.27	50.8%
99 INTERGOVERNMENTAL CHARGES	2,374,000	0	2,374,000	1,471,838.00	902,162.00	.00	100.0%
TOTAL GENERAL FUND	4,000,000	20,389,128	24,389,128	643,495.51	55,486,623.67	-31,740,991.18	230.1%
TOTAL REVENUES	-369,710,000	13,064,199	-356,645,801	-284,964,143.30	.00	-71,681,657.70	
TOTAL EXPENSES	373,710,000	7,324,929	381,034,929	285,607,638.81	55,486,623.67	39,940,666.52	
GRAND TOTAL	4,000,000	20,389,128	24,389,128	643,495.51	55,486,623.67	-31,740,991.18	230.1%

** END OF REPORT - Generated by EATON, MORGAN **

ECTOR COUNTY ISD, TX

EOM BUDGET REPORT 240

05/31/2026

FOR 2026 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-21,827,628	0	-21,827,628	-20,494,678.05	.00	-1,332,949.95	93.9%
35 FOOD SERVICE	21,827,628	550,457	22,378,085	16,775,072.48	2,756,321.09	2,846,691.43	87.3%
TOTAL SCHOOL NUTRITION	0	550,457	550,457	-3,719,605.57	2,756,321.09	1,513,741.48	-175.0%
TOTAL REVENUES	-21,827,628	0	-21,827,628	-20,494,678.05	.00	-1,332,949.95	
TOTAL EXPENSES	21,827,628	550,457	22,378,085	16,775,072.48	2,756,321.09	2,846,691.43	
GRAND TOTAL	0	550,457	550,457	-3,719,605.57	2,756,321.09	1,513,741.48	-175.0%

** END OF REPORT - Generated by EATON, MORGAN **

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Program ID: glytdbud

ECTOR COUNTY ISD, TX

EOM BUDGET REPORT 599

05/31/2026

FOR 2026 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-48,949,768	0	-48,949,768	-50,127,606.82	.00	1,177,838.82	102.4%
71 DEBT SERVICE	48,949,768	0	48,949,768	40,820,768.42	2,400.00	8,126,599.58	83.4%
TOTAL DEBT SERVICE FUND	0	0	0	-9,306,838.40	2,400.00	9,304,438.40	100.0%
TOTAL REVENUES	-48,949,768	0	-48,949,768	-50,127,606.82	.00	1,177,838.82	
TOTAL EXPENSES	48,949,768	0	48,949,768	40,820,768.42	2,400.00	8,126,599.58	
GRAND TOTAL	0	0	0	-9,306,838.40	2,400.00	9,304,438.40	100.0%

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ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

MONTHLY REPORT OF TAX COLLECTIONS

FOR THE PERIOD OF JULY 1, 2025 THRU MAY 31, 2026

YEAR		OUTSTANDING COLLECTIBLE AS OF 2024 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED OVERALL	PERCENT UNCOLLECTED CURRENT
CURRENT TAX									
	2025	184,811,571.49	(1,648,235.63)	183,163,335.86	171,859,378.27	428,643.35	10,875,314.24	5.88%	5.94%
DELINQUENT TAX									
	2024	8,242,135.49	(651,505.95)	7,590,629.54	1,937,513.71	763.43	5,652,352.40	68.58%	74.46%
	2023	5,019,503.28	22,314.39	5,041,817.67	377,193.21	34,060.85	4,630,563.61	92.25%	91.84%
	2022	2,963,529.38	561,452.35	3,524,981.73	627,918.93	22,060.61	2,875,002.19	97.01%	81.56%
	2021	1,442,117.19	506,620.04	1,948,737.23	257,074.17	10,489.40	1,681,173.66	116.58%	86.27%
	2020	1,221,396.36	449,372.20	1,670,768.56	126,842.37	5,543.50	1,538,382.69	125.95%	92.08%
	2019	1,121,715.58	(11,348.91)	1,110,366.67	74,155.92	6,539.74	1,029,671.01	91.79%	92.73%
	2018	875,222.82	(5,439.81)	869,783.01	56,494.45	1,776.95	811,511.61	92.72%	93.30%
	2017	732,140.59	(30,584.82)	701,555.77	32,685.19	403.52	668,467.06	91.30%	95.28%
	2016	824,657.40	(140,910.21)	683,747.19	23,726.08	122.18	659,898.93	80.02%	96.51%
	2015	751,527.37	(19,064.90)	732,462.47	15,974.83	376.24	716,111.40	95.29%	97.77%
	2014	759,386.71	(118,830.65)	640,556.06	9,499.58	535.04	630,521.44	83.03%	98.43%
	2013+	3,262,249.99	(74,416.12)	3,187,833.87	26,116.63	1,303.74	3,160,413.50	96.88%	99.14%
TOTAL DELINQUENT TAX		27,215,582.16	487,657.61	27,703,239.77	3,565,195.07	83,975.20	24,054,069.50	88.38%	86.83%
CED # 24 SII TAXES		45,800.47	(1,782.60)	44,017.87	0.00	0.00	44,017.87	96.11%	100.00%
TOTAL ALL TAXES		212,072,954.12	(1,162,360.62)	210,910,593.50	175,424,573.34	512,618.55	34,973,401.61		

PENALTY / INTEREST / DISCOUNT			YEAR TO DATE
CURRENT P & I	0.00	0.00	0.00
DISCOUNTS	0.00	0.00	0.00
DELINQUENT YEAR P & I	2,108,938.02	166,156.87	2,275,094.89
TOTAL PENALTY / INTEREST / DISCOUNT	2,108,938.02	166,156.87	2,275,094.89

OTHER COLLECTIONS			
TAXES W/O COLLECTED	0.00	0.00	0.00
TAX CERTIFICATES	2,052.74	0.00	2,052.74
LATE RENDITION FEES	261,205.33	0.00	261,205.33
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
TOTAL OTHER	263,258.07	0.00	263,258.07
TOTAL SCHOOL	177,796,769.43	678,775.42	178,475,544.85

	GENERAL FUND		DEBT SERVICE		
	TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
TOTAL	382,823.53	124,085.95	129,795.02	42,070.92	678,775.42

Quarterly Donations Informational Report

Donations received in the previous quarter are noted on the following page(s).

As per Board Policy CDC (local), the Superintendent or designee has the authority to accept gifts under $10,000 on behalf of the district. Any donations over $10,000 is presented to the board monthly for approval.

Id	Org #	Name of Donor/Organization	Name of Donation/Gift	Type	Value	Purpose of Donation
462	952 - District Police Department	Education Foundation of Odessa	T.A.P. Grant	Check	$ 1,000.00	Supplies for SHIELD classes
464	116 - Milam Elementary	PTA	Window Wrap	Physical items	$ 3,200.00	PTA wanted to provide shade in the hallways with window wrap.
465	116 - Milam Elementary	PTA	Mascot Costume	Physical items	$ 8,100.00	Student culture builder for school mascot costume. Student celebrations.
468	690 - Teen Parent Services	Midland Friends of the Library bookstore	Children's books	Physical items	$ 250.00	Books distributed through our Early Literacy Jumpstart Program.
469	705 - ECISD Development Office	Celeste Potter	Awards For Excellence	Check	$ 10,000.00	Donation- Valedictorian Sponsor
470	705 - ECISD Development Office	S.I.W. Pipe & Supply, Inc	Awards for Excelllence	Check	$ 5,000.00	Salutatorian Sponsor
471	705 - ECISD Development Office	CMC Business Systems, Inc.	Student Sponsor	Check	$ 250.00	Student Sponsor
472	705 - ECISD Development Office	Atkins, Hollmann, Jones, Peacock, Lewis & Lyon	Salutatorian Sponsor	Check	$ 1,000.00	Salutatorian Sponsor
473	705 - ECISD Development Office	Atmos Energy	Salutatorian Sponsor	Check	$ 1,000.00	Donation- Salutatorian Sponsorship
474	044 - Crockett Middle School	TEXI TREATS	CASH DONATION	Cash	$ 150.00	CASH DONATION TO USE BACK ON STUDENTS FOR INCENTIVES
475	112 - Hays Elementary	Education Foundation	T.A.P. Grant	Check	$ 575.00	Field trips
476	812 - Education Foundation	Education Foundation	Donation - Operational Costs	Check	$ 30,784.50	Donation to cover staff salary for Inspiration Station
477	002 - Odessa High School	TAQUERIA Y PALETERIA EL MEXICANO	DONATION INCENTIVES	Cash	$ 50.00	INCENTIVES FOR STAFF/ STUDENTS
479	871 - Special Services	Lone Star Middle School Deaf Club	Funding for West Texas Deaf Olympics	Check	$ 634.40	For students in RDSPD and staff members to attend and participate the Annual West Texas Deaf Olympics held in San Angelo. This donation will cover the cost of transportation (e.g. activity bus and driver).
480	003 - Permian High School	PHS Class of 2026	Fieldhouse Digital Sign	Check	$ 29,500.00	To upgrade the original sign on the front of the Permian High School Fieldhouse.
481	905 - Athletics	Permian Tennis Booster club	Benches for Tennis Courts at PHS	Physical items	$ 3,246.69	6-8' Outdoor Steel Flat Benches have been purchased through the boosters.
482	690 - Teen Parent Services	Masa Bakery	25 burritos	Physical items	$ 125.00	Burritos for were to feed students at Senior Camp at Odessa High School- completing all senior requirements

484	705 - ECISD Development Office	Odessa Arts	Salutatorian Sponsorship	Check	$ 1,000.00	Salutatorian Sponsorship
485	043 - Bowie Middle School	HEB	Pastries for Harptacular	Physical items	$ 154.00	HEB donated pastries for harptacular so we could help raise money for the harp program trailer wrapping and harp fest trip to Dallas in 2027 for American Harp Society festival.
486	698 - Advanced Tech Center	Candel Quintana	Car Work Donation	Cash	$ 250.00	The students worked on Mr. Quintana's car door and he made a donation
487	042 - Bonham Middle School	Education Foundation of Odessa	TAP Grant	Check	$ 4.70	to cover costs on book order for TAP grant awarded in March
488	131 - Downing Elementary	Education Foundation of Odessa	TAP Grant	Check	$ 1,000.00	TAP Grant
489	136 - Burleson Early Childhood Center	Mary Shanks	Campus Support Donation	Check	$ 200.00	To support campus needs by providing resources that enhance student learning, instruction, and family engagement.
490	042 - Bonham Middle School	Carla McGinley	Donation in memory of Helen Cooper	Check	$ 15,615.44	Helen Cooper was a counselor at Bonham Middle School from 1980 - 2001. This donation is in memory of her and given to Bonham to be used by Bonham counselors for any needs in their department.
491	905 - Athletics	Permian Football Booster Club	2026 Black Cushman Hauler XL-EFI	Physical items	$ 13,350.00	Athletic Trainers vehicle for campus movement of equipment and injured students
492	126 - Fly Elementary	Education Foundation	Library Books	Physical items	$ 125,419.24	New books for library
493	126 - Fly Elementary	Education Foundation of Odessa	Painting - ECISD Library Refresh Project	Physical items	$ 25,000.00	Painting library at Murry Fly as part of ECISD Library Refresh Project
494	126 - Fly Elementary	Education Foundation of Odessa	Carpet for Fly Library	Physical items	$ 14,582.96	Carpet for Fly Library
495	811 - Daycare	Permian Basin Workforce Development Board	Workforce Retention Award	Check	$ 32,050.00	Funds are to reward staff for their dedication to the child care industry. The monetary recognition to the individuals is based on tenure those who have worked in the child care center from 2-4 years, 5-10 years, 11-20 years, and 21 years or more.
496	117 - Pease Elementary	Thalia Little	Hamilton Beach Microwave	Physical items	$ 130.00	The cafeteria microwave at Pease stopped working, and a student from the unit informed his mother that the students were unable to warm their lunches. On Friday, the student's mother brought a replacement microwave and left it in the office.
497	854 - AVID	Education Foundation of Odessa	AVID Celebration	Check	$ 866.54	to cover travel expenses for AVID Celebration Speaker
498	002 - Odessa High School	TAQUERIA Y PALETERIA EL MEXICANO	INCENTIVE DONATION	Cash	$ 50.00	INCENTIVES FOR STAFF AND STUDENTS
499	044 - Crockett Middle School	TEXI TREATS	CASH DONATION FROM ICE CREAM SALES	Cash	$ 150.00	CASH DONATION TO SUPPORT STUDENTS
500	705 - ECISD Development Office	West Texas Credit Union	Saludatorian Sponsor	Check	$ 1,000.00	Salutatorian Sponsor for category of Career & Technical Education.

501	011 - George HW Bush New Tech	Texas Roadhouse	Cash	Cash	$ 575.00	AVID/Texas Roadhouse Gift Card Fundraiser
502	905 - Athletics	Whataburger	Donation Check - Meal Sponsorship	Check	$ 5,000.00	The $5,000 Whataburger donation received in check form will be used to sponsor coach meals during trainings and meetings, as well as stadium meals for event workers.
503	854 - AVID	Education Foundation of Odessa	Donation - AVID Summer Institute	Check	$ 10,000.00	AVID Summer Institute travel and registration fees
504	126 - Fly Elementary	Education Foundation of Odessa	Book Vending Machine Wrap	Physical items	$ 1,088.99	Vital Signs will re-wrap existing Book Vending Machine to compliment the library refresh project. Principal will approve design before printed.
505	126 - Fly Elementary	Education Foundation of Odessa	Exterior Window Graphics	Physical items	$ 3,945.50	Vital Signs will install perforated window film on front entry windows, doors, and side library windows as part of the library refresh project. Principal will approve all designs.
506	002 - Odessa High School	IRON HORSE SUPPLY	PROM WATER DONATION	Physical items	$ 1,920.00	WATER FOR PROM
507	002 - Odessa High School	CHIEF ACID + CEMENT	WATER FOR GRADUATION	Physical items	$ 1,438.92	WATER FOR GRADUATION
508	003 - Permian High School	Permian High School Tennis Booster Club	Outdoor Benches	Physical items	$ 3,246.69	Benches have been purchased through the boosters
509	126 - Fly Elementary	Education Foundation of Odessa	Furniture for Library	Physical items	$ 87,555.49	New furniture for library
510	002 - Odessa High School	ODESSA JACKALOPES	WATER FOR GRADUATION	Physical items	$ 419.00	WATER FOR GRADUATION
511	002 - Odessa High School	DEBRA BYRD	CLASS OF 2028	Check	$ 200.00	PROM 2027
512	002 - Odessa High School	CLASS OF 2026	CLASS OF 2030	Check	$ 6,673.25	CLASS OF 2030
513	851 - Academics	ExxonMobil	Vernier Connections Powered by Penda: Strengthening Hands-on, Data-Driven STEM Learning Across ECISD	Check	$ 115,000.00	To extend and expand districtwide access to Vernier Connections powered by Penda for Year Two implementation, while supporting continued professional learning, deeper classroom use, and expanded hands-on science experiences through the district's investment in Vernier probes.
514	864 Technology-Digital Learning	Lux Equipment Solutions	175 lunches for AI Summit	Physical items	$ 1,400.00	Lunches to be provided for AI Summit on July 14th. Sessions will be held throughout the day starting from 8am to 4pm.
515	047 - Ector Middle School	Ector Eagle Band Booster	Percussion Drumline	Physical items	$ 8,764.00	new drumline for percussion
516	812 - Education Foundation	Education Foundation	Donation - EF Staff Salary	Check	$ 18,194.00	donation towards 2025-2026 salary for Education Foundation Executive Director
517	905 - Athletics	Varsity Sports Unlimited	Donation for Stadium Meals	Check	$ 10,000.00	Donation is for use to sponsor meals for workers/coaches during events or meetings
	Total				$ 601,109.31	



PURCHASES OVER $100,000 INFORMATIONAL REPORT

The purchases over $100,000 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 PURCHASE ORDERS >=$100,000 REPORT

June 2026

Item	PO DATE	PO #	VENDOR NAME	AMOUNT	GENERAL COMMENTS	APPROVAL PROCESS	GL ACCOUNT	REQUESTOR	DEPARTMENT
1	06/25/2026	26012838	AMSTAR INC	$5,628,357.76	WILSON & YOUNG WO PRIORITY 1&2	TIPS CONTRACT 241001	693-81-6629-00-045-99-65424 693-81-6629-00-045-99-65224 693-81-6629-00-045-99-65524 693-81-6629-00-045-99-65724 693-81-6629-00-045-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS
2	06/29/2026	26012847	LEE CONSTRUCTION & MAINTENANCE COMPANY	$2,144,434.99	BONHAM P1&2 RENOVATIONS WO	RFP#24-31	693-81-6629-00-042-99-65724 693-81-6629-00-042-99-65524 693-81-6629-00-042-99-65224	BETHANYIBARRA	DISTRICT OPERATIONS
3	06/25/2026	26012842	SANDRA G LOPEZ	$1,480,029.74	GOLIAD WO RENOVATIONS PRIORITY 1 & 2	RFP#24-31	693-81-6629-00-110-99-65724 693-81-6629-00-110-99-65424 693-81-6629-00-110-99-65624 693-81-6629-00-110-99-65224 693-81-6629-00-110-99-65524	BETHANYIBARRA	DISTRICT OPERATIONS
4	06/25/2026	26012841	ALLEN TEINERT CONSTRUCTION	$1,382,410.00	TRANSPORTATION FACILITY DEMOLITION PACKAGE	BUYBOARD JOC 783-25	693-81-6629-00-986-99-63124	BETHANYIBARRA	DISTRICT OPERATIONS
5	06/03/2026	26012555	HELLAS CONSTRUCTION INC	$415,490.00	RATLIFF STADIUM CONCRETE REPAIRS	TEXBUY RFP #023-086	199-51-6299-00-965-99-	BETHANYIBARRA	DISTRICT OPERATIONS
6	06/15/2026	26012799	THE SEWELL FAMILY OF COMPANIES INC	$300,389.82	MAINTENANCE VEHICLES	BUYBOARD APPROVED VENDOR CONTRACT #724-23,	199-51-6631-00-955-99-	KENTCLARK	MAINTENANCE SERVICES
7	06/04/2026	26012671	PALMETTO AIR GROUP INC	$298,360.00	VASQUEZ MS TESTING AND BALANCING	PIGGYBACK TARRANT COUNTY ISD COOPERATIVE CONTRACT #F2025190	693-81-6629-00-049-99-50024	BETHANYIBARRA	DISTRICT OPERATIONS
8	06/22/2026	26012833	TRANE U.S. INC.	$280,475.00	HAYS RTUS	U.S. COMMUNITIES CONTRACT OMNIA#3341	693-81-6639-00-112-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS
9	06/08/2026	26012694	TRANE U.S. INC.	$275,771.00	WILSON & YOUNG RTUS	U.S. COMMUNITIES CONTRACT OMNIA#3341	199-81-6639-00-965-99-	BETHANYIBARRA	DISTRICT OPERATIONS
10	06/18/2026	26012817	DAKTRONICS INC	$273,196.00	RATLIFF STADIUM - AUDIO - BUYBRD CONTRACT #777-25	BUYBOARD APPROVED VENDOR CONTRACT #765-25 & 678-22	199-51-6639-00-965-99-	BETHANYIBARRA	DISTRICT OPERATIONS
11	06/18/2026	26012827	TRANE U.S. INC.	$254,810.00	WILSON & YOUNG RTUS	U.S. COMMUNITIES CONTRACT OMNIA#3341	693-81-6639-00-045-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS
12	06/01/2026	26012470	TRANE U.S. INC.	$218,820.00	GONZALES RTUS	U.S. COMMUNITIES CONTRACT OMNIA#3341	693-81-6639-00-111-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS
13	06/29/2026	26012846	MID-TEX OF MIDLAND INC	$202,760.00	NTO P1&2 WO	RFP#24-31	693-81-6629-00-011-99-65524 693-81-6629-00-011-99-65224	BETHANYIBARRA	DISTRICT OPERATIONS
14	06/15/2026	26012798	RODRIGUEZ DRYWALL & PAINT CO	$175,000.00	GALE PND ALAMO	ECISD AWARDED VENDOR RFP #22-38	199-51-6246-00-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
15	06/18/2026	26012828	VANCO INSULATION INC	$155,400.00	ASBABATPROJ.BONHAM/W&Y/BOWIE/BURNET/GOLIARFP26-18	BOARD APPROVED RFP #26-18	693-81-6249-00-110-99-65224 693-81-6249-00-042-99-65224 693-81-6249-00-104-99-65224 693-81-6249-00-043-99-65224 693-81-6249-00-045-99-65224	BETHANYIBARRA	DISTRICT OPERATIONS
16	06/27/2026	26012844	RODRIGUEZ DRYWALL & PAINT CO	$150,000.00	JORDAN ELEMENTARY	ECISD AWARDED VENDOR RFP #22-38	199-51-6246-00-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
17	06/04/2026	26012663	NEXTGEN SECURITY	$140,498.25	26-27SN ADDEN. 2 KITCHEN SECURITY CAMERA PROJECT	791 PURCHASING COOPERATIVE	240-35-6649-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
18	06/08/2026	26012693	TRANE U.S. INC.	$120,505.00	GOLIAD RTUS	U.S. COMMUNITIES CONTRACT OMNIA#3341	693-81-6639-00-110-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS
19	06/15/2026	26012809	BRUCKNER TRUCK SALES INC	$119,789.00	EQUIPMENT FOR TRANSPORTATION	HGAC AND CHOICE PARTNERS AWARDED VENDOR	199-34-6631-01-986-99-	LYDIABAEZA2	TRANSPORTATION
20	06/08/2026	26012692	TRANE U.S. INC.	$105,245.00	NTO RTUS	U.S. COMMUNITIES CONTRACT OMNIA#3341	693-81-6639-00-011-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS

ECISD PURCHASE ORDERS >=$100,000 REPORT

July 2026

Item	PO DATE	PO #	VENDOR NAME	AMOUNT	GENERAL COMMENTS	APPROVAL PROCESS	GL ACCOUNT	REQUESTOR	DEPARTMENT
1	07/13/2026	27000286	UMB BANK N.A.	$48,925,048.00	LONG-TERM DEBT SVC WIRE PMTS	BOARD APPROVED DEBT SERVICE	599-71-6521-23-992-99- 599-71-6521-25-992-99- 599-71-6521-21-992-99- 599-71-6511-23-992-99- 599-71-6511-25-992-99- 599-71-6511-21-992-99- 599-71-6521-24-992-99-	KIMBERLYBYERS	FINANCE
2	07/09/2026	27000089	BLUE CROSS BLUE SHIELD TEXAS	$23,000,000.00	LONG TERM PO BCBS WKLY CLAIMS	DISTRICT HEALTH INS. CLAIMS	772-41-6499-00-978-99-	YOLANDAGORDON	BENEFITS/RISK MANAGEMENT
3	07/13/2026	27000326	LUCYRX HEALTH SOLUTIONS, INC	$4,500,000.00	LONG TERM PO BWK LUCY RX CLAIMS	DISTRICT PHARMACY CLAIMS	772-41-6499-08-978-99-	YOLANDAGORDON	BENEFITS/RISK MANAGEMENT
4	07/02/2026	27000026	CALPINE CORPORATION	$3,880,000.00	LONG-TERM ELECTRICITY	ELECTRICAL UTILITY SERVICES	199-51-6257-00-962-99-	KIMBERLYBYERS	FINANCE
5	07/14/2026	27000427	ECTOR COUNTY APPRAISAL DIST	$2,260,000.00	LONG-TERM ECAD TAX APPR.& COLL.SERV.	SOLE SOURCE TEXAS TAX CODE TITLE I SUBTITLE B CHAP. 6 SUBCHAP. A	199-99-6213-00-703-99- 199-41-6213-01-703-99-	KIMBERLYBYERS	FINANCE
6	07/02/2026	27000012	CITY OF ODESSA WATER DEPT	$2,131,920.00	LONG-TERM DISTRICT WATER CHARGES	SOLE SOURCE TEC 44.031 j-k	199-51-6255-00-962-99-	KIMBERLYBYERS	FINANCE
7	07/14/2026	27000429	G H DAIRY	$1,800,000.00	LT-RW-BID# 26-22SN"MILK AND DAIRY DELIVERY ITEMS"	ECISD AWARDED VENDOR IFB #22-23SN	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
8	07/14/2026	27000407	BLUE CROSS BLUE SHIELD TEXAS	$1,736,000.00	LONG TERM PO BCBS ADMINISTRATIVE FEES	DISTRICT HEALTH INS. FEES	772-41-6499-01-978-99-	YOLANDAGORDON	BENEFITS/RISK MANAGEMENT
9	07/13/2026	27000343	CAREATC INC	$1,350,000.00	LONG TERM PO ECISD HEALTH & WELLNESS CENTER	INTERLOCAL AGREEMENT REGION 12	772-41-6299-01-978-99-	YOLANDAGORDON	BENEFITS/RISK MANAGEMENT
10	07/26/2026	27001008	ELUMA LLC	$803,250.00	RS/SPED/SPEECH SERVICES/ELUMA	ECISD AWARDED VENDOR RFQ #22-31	199-11-6219-00-871-23-	ROMISCOWN	SPECIAL EDUCATION
11	07/14/2026	27000433	LABATT FOOD SERVICE	$775,000.00	LT WTXCO-OP FD SRV BID-"COMMODITY FOOD" SY26-27	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
12	07/29/2026	27001239	ODESSA FAMILY YMCA	$700,000.00	YMCA CHARTER	INTERLOCAL AGREEMENT ECISD AND YMCA	199-11-6229-99-134-99-	KIMBERLYBYERS	FINANCE
13	07/02/2026	27000009	ATMOS ENERGY	$687,375.00	LONG-TERM GAS CHARGES	NATURAL GAS SERVICES	199-51-6258-00-962-99-	KIMBERLYBYERS	FINANCE
14	07/14/2026	27000462	AMSTAR INC	$618,015.50	TRAVIS HVAC	TIPS CONTRACT 241001	693-81-6299-00-122-99-65624	BETHANYIBARRA	DISTRICT OPERATIONS
15	07/14/2026	27000446	SYSCO USA, INC	$592,000.00	LT-BID# 26-19 SN "DRY, REFRIG. & FROZEN ITEMS"	ECISD AWARDED IFB #22-21SN & #22-22SN	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
16	07/31/2026	27001325	HELLAS CONSTRUCTION INC	$520,478.00	RATLIFF STADIUM FOOTBALL PRACTICE FIELD TURF	TEXBUY RFP #023-086	199-81-6629-00-965-99-	BETHANYIBARRA	DISTRICT OPERATIONS
17	07/20/2026	27000697	TEXAS ASSOCIAION OF SCHOOL BOARDS	$507,044.00	LONG-TERM SCHOOL INSURANCE POLICIES	RISK MANAGEMENT FUND	199-34-6425-00-999-99- 199-53-6425-00-970-99- 199-41-6425-00-970-99-	KIMBERLYBYERS	FINANCE
18	07/21/2026	27000788	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	$500,000.00	LONG TERM P.O. FOR UNLEADED AND DIESEL FUEL	TASB ENERGY COOP AWARDED VENDOR	199-34-6311-00-986-99-	JOAQUININIGUEZ	TRANSPORTATION
19	07/14/2026	27000478	NATIONAL FOOD GROUP INC	$480,000.00	LT-WTXCO-OP COMMODITY PROCESSING SY26-27	WTXCO-OP COMMODITY PROCESSING	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
20	07/22/2026	27000839	ODESSA COLLEGE	$398,000.00	TUITION	INTERLOCAL AGREEMENT ECISD AND ODESSA COLLEGE	199-11-6223-00-011-22- 199-11-6223-00-002-22- 199-11-6223-00-003-22-	CHARLETTAWASHING	CAREER & TECHNOLOGY
21	07/27/2026	27001030	FROZEN BAKERY ACQUISITION LLC	$375,000.00	LT-WTXCO-OP COMMODITY PROCESSING SY26-27 NARD/ALP	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
22	07/19/2026	27000646	EDUPHORIA INCORPORATED	$342,163.15	EDUPHORIA RENEWAL 26-27 TIPS# 220105	TIPS COOP APPROVED VENDOR CONTRACT #220105	199-53-6248-38-864-99-	JESSICAMARICHALA	INFORMATION TECHNOLOGY
23	07/28/2026	27001118	VERNIER SOFTWARE & TECHNOLOGY	$321,750.00	CONNECTIONSSCIENCE K-12POWEREDBYPENDA	BUYBOARD APPROVED VENDOR #760-25	211-11-6248-00-851-24-21127	ELSAENRIQUEZ	ACADEMICS
24	07/14/2026	27000404	ATKINS HOLLMAN JONES PEACOCK	$300,000.00	LONG TERM - LEGAL SERVICES ATTORNEYS	LEWIS & LYON	199-41-6211-01-702-99-	MARYFRANCO	
25	07/14/2026	27000447	SYSCO USA, INC	$292,000.00	LT BID#26-21 SN "PAPER AND PLASTIC ITEMS"	ECISD AWARDED IFB #22-21SN & #22-22SN	240-35-6342-02-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
26	07/14/2026	27000424	CHURCHFIELD TRADING	$292,000.00	LT-BID# 26-19 SN "DRY, REFRIG. & FROZEN ITEMS"	ECISD AWARDED VENDOR IFB #22-22SN	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION

ECISD PURCHASE ORDERS >=$100,000 REPORT

27	07/14/2026	27000508	S.A. PIAZZA & ASSOC. INC	$280,000.00	LT-WTXCO-OP COMMODITY PROCESSING SY26-27	WTXCO-OP COMMODITY PROCESSING SY26-27	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
28	07/14/2026	27000520	CLEARBROOK FARMS INC	$270,000.00	LT-BID# 26-19 SN "DRY, REFRIG. & FROZEN ITEMS"	BID# 26-19 SN "DRY, REFRIG. & FROZEN ITEMS"	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
29	07/02/2026	27000024	THE BOSWORTH COMPANY LTD	$240,000.00	LT PO FOR SUPPLEMENTAL HVAC SERVICE	RFP #24-30-2	199-51-6246-00-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
30	07/14/2026	27000512	GOLD CREEK FOODS	$240,000.00	LT-WTXCO-OP COMMODITY PROCESSING SY26-27	WTXCO-OP COMMODITY PROCESSING	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
31	07/14/2026	27000432	LABATT FOOD SERVICE	$220,000.00	LT WTX FOOD SERVICE COOP BID "FOOD" SY26-27	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
32	07/31/2026	27001335	CDW-G	$196,596.28	CISCO SMARTNET SUPPORT RENEWAL 26-27	SOURCEWELL 121923- ECTOR COUNTY ISD (121923)	199-53-6248-38-864-99-	MARTHAALMAGUER	INFORMATION TECHNOLOGY
33	07/31/2026	27001334	CDW-G	$186,248.20	PALO ALTO RENEWAL JULY 26-27- LICENSING	SOURCEWELL 121923- ECTOR COUNTY ISD (121923)	199-53-6248-38-864-99-	MARTHAALMAGUER	INFORMATION TECHNOLOGY
34	07/14/2026	27000465	WAWONA FROZEN FOODS	$175,000.00	LT-WTXCO-OP COMMODITY PROCESSING SY26-27	WTXCO-OP COMMODITY PROCESSING SY26-27	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
35	07/22/2026	27000795	GREENWOOD PUBLISHING GROUP LLC	$161,514.67	TXSAXONREADING FND1-26-K-1ST	REGION 18 COOP AWARDED VENDOR R18-626-102-146	211-11-6248-00-851-24-21127	ELSAENRIQUEZ	ACADEMICS
36	07/13/2026	27000320	HELM PLUMBING SERVICES LLC	$150,000.00	LT PO FOR SUPPLEMENTAL PLUMBING SERVICES	ECISD AWARDED VENDOR-RFP #23-39	199-51-6246-00-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
37	07/02/2026	27000025	THE BOSWORTH COMPANY LTD	$150,000.00	LT PO FOR PREVENTATIVE MAINT HVAC INSPECTION	RFP #24-30-2	199-51-6246-00-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
38	07/27/2026	27001028	DARRYL WILLIAMS	$149,875.00	CONSULTING SERV-D.WILLIAMS MCLS/APTRAINING 26-27	ECISD Awarded RFP 25-36	255-13-6299-00-850-24-25527 255-23-6299-00-850-24-25527	DUSTYMUNOZ	TALENT DEVELOPMENT
40	07/31/2026	27001324	CDW-G	$149,520.00	NETAPP 26-27 RENEWAL	SOURCEWELL 121923- ECTOR COUNTY ISD (121923)	199-53-6248-38-864-99-	MARTHAALMAGUER	INFORMATION TECHNOLOGY
41	07/14/2026	27000507	GATEWAY PRINTING & OFFICE SUPPLY INC	$140,000.00	LT BID#26-21SN "PAPER AND PLASTIC ITEMS"	BUYBOARD #707-23, #755-24	240-35-6342-02-974-99-	MARLAHERRERA	SCHOOL NUTRITION
42	07/22/2026	27000796	GREENWOOD PUBLISHING GROUP LLC	$139,483.33	TX SAXON READING FDN1-26-2ND	REGION 18 COOP AWARDED VENDOR R18-626-102-146	211-11-6248-00-851-24-21127	ELSAENRIQUEZ	ACADEMICS
43	07/14/2026	27000513	AFP HOLDING LLC	$139,000.00	LT-BID# 26-19 SN "DRY, REFRIG. & FROZEN ITEMS"	BID# 26-19 SN	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
44	07/02/2026	27000008	AT&T	$132,187.00	LONG-TERM MAIN PHONE BILL	TEXAS DIR CONTRACTS	199-51-6256-00-962-99-	KIMBERLYBYERS	FINANCE
45	07/13/2026	27000299	UNIVERSAL FIDELITY LIFE INSURANCE COMPANY	$131,656.00	STUDENT INSURANCE SERVICES 26/27 SCHOOL YEAR	INTERLOCAL AGREEMENT TASB BENEFITS	199-36-6426-65-905-91- 199-36-6426-60-905-91-	DORACRUZ	ATHLETICS
47	07/14/2026	27000453	BRAUN BEEF & CO INC	$130,000.00	LT-BID# 26-19 SN "DRY, REFRIG. & FROZEN ITEMS"	AWARDED IFB #24-17SN	240-35-6341-00-974-99-	MARGARITACORRAL	SCHOOL NUTRITION
48	07/13/2026	27000306	WEST TEXAS FILTERS INC	$125,000.00	LT PO FOR BUILDING HVAC FILTERS	E&I COOP CONTRACT #CNR01464	199-51-6246-00-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
49	07/02/2026	27000018	ECTOR COUNTY UTILITY DISTRICT	$118,440.00	LONG-TERM WATER FOR CAVAZOS, FLY & AG FARM	SOLE SOURCE TEC 44.031 j-k	199-51-6255-00-962-99-	KIMBERLYBYERS	FINANCE
50	07/13/2026	27000159	PARAMOUNT PEST SERVICES LLC	$105,000.00	LT PO FOR PEST CONTROL	ECISD AWARDED VENDOR RFP #26-34	199-51-6246-01-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
51	07/13/2026	27000297	GUNN & SCOGGINS INC	$105,000.00	LT PO FOR PEST CONTROL	ECISD AWARDED VENDOR-RFP #26-10	199-51-6246-01-955-99-	RENNETTEFLORES	MAINTENANCE SERVICES
52	07/19/2026	27000682	CLASSLINK INC	$100,307.84	CLASSLINK RENEWAL 26-27 #DIR-CPO-5836	TEXAS DIR CONTRACT #DIR-CPO-5836	199-11-6394-38-864-11-	JESSICAMARICHALA	INFORMATION TECHNOLOGY
53	07/26/2026	27000939	INDUSTRIAL BUS LINES INC	$100,000.00	OPEN PO OHS CHARTERS	ECISD AWARDED VENDOR-RFP #18-16	199-36-6412-17-002-99-	THELMACHAPA	FINE ARTS
54	07/14/2026	27000451	WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS PC	$100,000.00	LONG TERM PO -SPECIAL ED LEGAL SERVICES ATTORNEYS	ALLIED STATES COOP CONTRACT #25-7516	199-41-6211-07-702-99-	MARYFRANCO	
55	07/14/2026	27000484	PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	$100,000.00	LONG-TERM PROPERTY VALUE STUDY FEES	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6213-00-703-99-	KIMBERLYBYERS	FINANCE
56	07/14/2026	27000497	WHITLEY PENN LLP	$100,000.00	LONG-TERM PLANNING & AUDIT - FINANCIAL STATEMENTS	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6212-00-970-99-	KIMBERLYBYERS	FINANCE
57	07/23/2026	27000917	INDUSTRIAL BUS LINES INC	$100,000.00	OPEN PO FOR PHS CHARTERS	ECISD AWARDED VENDOR-RFP #18-16	199-36-6412-17-003-99-	THELMACHAPA	FINE ARTS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for June 2026

DATE: 6/30/2026

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
KAYLIE BANDA	DIRECTOR, PURCHASING	PURCHASING	6/22/2026

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MARICIA ALLEMAN	DIRECTOR, DIST DATA ANALYTICS	ACCNBLTY, ASMT & SCHL IMPL	6/30/2026
SHIRLEY BABCOCK	PEIMS SPECIALIST	INFORMATION SYSTEMS	6/30/2026
DEBRA BYRD	ASST PRINCIPAL, HS	ODESSA HIGH SCHOOL	6/30/2026
MOLLY CASTILLO	SPECIALST, SCHOOL NUTRITION	SCHOOL NUTRITION	6/16/2026
CINDY CONTRERAS	COUNSLR-HIGH SCHOOL	PERMIAN HIGH SCHOOL	6/18/2026
BRENDA CREEAR	COUNSELOR, SECONDARY SAS	ALTERNATIVE EDUC CENTER	6/16/2026
RICO ENRIQUEZ	DIR CCMR & POST SECONDARY ED	CAREER & TECHNOLOGY	6/30/2026
MARK GABRYLCZYK	EXECUTIVE DIRECTOR SPECIAL SRV	SPECIAL EDUCATION	6/30/2026
WILLIAM IKER	PRINCIPAL, ELEM	JORDAN ELEMENTARY SCHOOL	6/30/2026
LIZBETH JIMENEZ	COUNSELOR, SECONDARY SAS	ODESSA HIGH SCHOOL	6/16/2026
SUSAN LARA	GRANT WRITER	FINANCE	6/1/2026
JONEISHA LOPEZ	COUNSELOR, SECONDARY SAS	BONHAM MIDDLE SCHOOL	6/2/2026
SAMMY MARTINEZ	PRINCIPAL, ELEM	SAN JACINTO ELEM SCHOOL	6/30/2026
KYLA MCGARY	ATHLETICS TRAINER	ODESSA HIGH SCHOOL	6/16/2026
BRADLEY MERRITT	EXECUTIVE DIRECTOR CCMR	CAREER & TECHNOLOGY	6/30/2026
CHRISTINA MUNOZ	COUNSELOR, SECONDARY SAS	ODESSA HIGH SCHOOL	6/16/2026
LACEE PERRY	ASST PRIN, ELEM	ZAVALA ELEMENTARY SCHOOL	6/24/2026
ALISHA PIERCE-DESHAZO	ADMNSTRV INTERN	BUICE ELEMENTARY SCHOOL	6/24/2026
BECKY RAMIREZ	COORDINATOR, SOCIAL STUDIES	ACADEMICS	6/30/2026
REBECCA RAMIREZ	PRINCIPAL, ELEM	AUSTIN ELEMENTARY SCHOOL	6/30/2026
MICHAEL ROESNER	ANALYST, PEIMS	INFORMATION SYSTEMS	6/5/2026
JAIME ROJO	ADMNSTRV INTERN	BONHAM MIDDLE SCHOOL	6/14/2026
SHAWN ROUTH	DIRECTOR,GUIDANCE & COUNSELING	GUIDANCE & COUNSELING	6/30/2026
JACLYN RUBIO	COUNSELOR, SECONDARY SAS	PERMIAN HIGH SCHOOL	6/16/2026
AMY RUSSELL	PRINCIPAL, MS	BOWIE MIDDLE SCHOOL	6/30/2026

KAMYE SMITH	PRINCIPAL, MS	BONHAM MIDDLE SCHOOL	6/30/2026
JOHNA STRAW	ASSOCIATE PRINCIPAL, HS	PERMIAN HIGH SCHOOL	6/30/2026
SCOT STRAW	ASST PRINCIPAL, HS	PERMIAN HIGH SCHOOL	6/30/2026
DELESA STYLES	PRINCIPAL, HS	PERMIAN HIGH SCHOOL	6/30/2026
JEAN VILLARREAL	ASST PRIN, ELEM	FLY ELEMENTARY SCHOOL	6/24/2026
ROBERT WHATLEY	ASST PRIN, ELEM	JOHNSON ELEM SCHOOL	6/24/2026
MICHAEL WILLIAMSON	SUPERVISOR,SPECIAL ED BEHAVIOR	SPECIAL EDUCATION	6/30/2026
MELISSA WILSON	ASST PRINCIPAL, MS	NIMITZ MIDDLE SCHOOL	6/30/2026
LISA ANAYA	COUNSELOR	CROCKETT	6/2/2026
MARICIA ALLEMAN	DIRECTOR, DIST ANALYST	ACCNBLTY, ASMT & SCHL IMPL	6/30/2026

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for July 2026

DATE: 7/31/2026

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
MARY FULTON	TALENT DEVELOPMENT COACH	TALENT DEVELOPMENT	07/07/26

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
TYLER CHEN	ORCHESTRA DIRECTOR	NIMITZ MIDDLE SCHOOL	07/21/26
CHRISTOPHER WILLIAMS	JROTC	PERMAIN HIGH SCHOOL	07/01/26
RACHEL STANSELL	ASSISTANT BAND DIRECTOR	CROCKETT MIDDLE SCHOOL	07/07/26
TOBIN BROOKS	MIDDLE SCHOOL ASSISTANT BAND DIRECTOR	CROCKETT MIDDLE SCHOOL	07/07/26
OLIVER CAZARES	MIDDLE SCHOOL ASSISTANT BAND DIRECTOR	ECTOR MIDDLE SCHOOL	07/07/26
TUCKER GOLDEN	HIGH ASSISTANT BAND DIRECTOR	PERMAIN HIGH SCHOOL	07/07/26
GAGE WINKLE	ASSISTANT BAND DIRECTOR	WILSON AND YOUNG MIDDLE SCHOOL	07/07/26
SETH ROBERTS	ASSISTANT BAND DIRECTOR	ODESSA HIGH SCHOOL	07/07/26
ETHAN WILLS	MIDDLE SCHOOL ASSISTANT BAND DIRECTOR	BONHAM MIDDLE SCHOOL	07/07/26
MARIAH GOMEZ	MARIACHI DIRCTOR	BONHAM MIDDLE SCHOOL	07/21/26
NORRIN HODGSON	ASSISTANT BAND DIRECTOR	VASQUEZ MIDDLE SCHOOL	07/07/26

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
AMY BENSON	DIRECTOR,GUIDANCE & COUNSELING	GUIDANCE & COUNSELING	07/01/26
ANDREA CARPENTER	COORDINATOR, SECONDARY SCIENCE	ACADEMICS	07/07/26
ALEXANDRA DOMINGUEZ	SPECIALIST, STUDNET APPL	INFORMATION SYSTEMS	07/09/26
RICHARD KYLE	PRINCIPAL, MS	WILSON & YOUNG MIDDLE SCHOOL	07/01/26
TEKE LUSK	SPECIALIST, ENERGY EDUC	UTILITIES	07/01/26
MICAELA OLIVAS	COORDINATOR, ESL	BILINGUAL EDUCATION	07/01/26
JESSICA REDMAN	CHIEF STUDENT SUPPORT OFCR	STUDENT AND SCHOOL SUPPORT	07/01/26
JARED SMITH	PRINCIPAL, ELEM	JORDAN ELEMENTARY SCHOOL	07/07/26
MICHELLE SMITH	COORDINATOR, SOCIAL STUDIES	ACADEMICS	07/15/26
ABIGAIL TREJO	ASSOCIATE PRINCIPAL, HS	PERMIAN HIGH SCHOOL	07/07/26
SAMANTHA FLORES	ATHELTICS TRAINER	ODESSA HIGH SCHOOL	07/22/26
YOVANI VILLARREAL	COUNSELOR	ODESSA HIGH SCHOOL	07/20/26
MELODY GONZALEZ	COUNSELOR	ODESSA HIGH SCHOOL	07/20/26
GIDEON FULTON	COUNSELOR	BONHAM MIDDLE SCHOOL	07/20/26
KRISTEN BRADY	COUNSELOR	CROCKETT MIDDLE SCHOOL	07/20/26
JUDY HARGROVE	COUNSELOR	CROCKETT MIDDLE SCHOOL	07/20/26
ANA CARRERA	COUNSELOR	VASQUEZ MIDDLE SCHOOL	07/20/26
DANA BATTEN	ADMIN INTERN	VASQUEZ MIDDLE SCHOOL	07/13/26
VALERIE MENDOZA	COUNSELOR	VASQUEZ MIDDLE SCHOOL	07/21/26
ANNSLEIGH JOHNSON	GUIDANCE APPRENTICE	IRELAND ELEMENTARY	07/27/26
HAYLEY JOHNSON	COUNSELOR	MILAM	07/27/26
JESSICA SEAGO	ASSISTANT PRINCIPAL	ROSS ELEMENTARY	07/13/26
KERRI GRAHAM	GUIDANCE APPRENTICE	NOEL	07/23/26
MIRA MARQUEZ	ASSISTANT PRINCIPAL	BLANTON	07/13/26
STACIE WEBB	GUIDANCE APPRENTICE	MURRY FLY	07/31/26
MAYRA GUERRERO-KELLY	COUNSELOR SAS	GUIDANCE & COUNSELING	07/20/26
MICHELLE GALINDO	COUNSELOR SAS	GUIDANCE & COUNSELING	07/27/26
SHELBE MAASS	COUNSELOR SAS	GUIDANCE & COUNSELING	07/20/26
KRISTINA GONZALEZ	VIRTUAL DIAGNOSTICIAN	SPECIAL EDUCATION	07/27/26

MARIA RODRIGUEZ	DIAGNOSTICIAN	SPECIAL EDUCATION	07/31/26
MICHELLE WAGNER	VIRTUAL DIAGNOSTICIAN	SPECIAL EDUCATION	07/27/26
ANN WHITE	VIRTUAL DIAGNOSTICIAN	SPECIAL EDUCATION	07/27/26
AUDREY GARCIA	BEHAVIOR SPECIALIST	SPECIAL EDUCATION	07/14/26
CHANNEL ZAZUETA	DIAGNOSTICIAN	SPECIAL EDUCATION	07/27/26

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE