



Agenda of Board Meeting August 17, 2026 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Board Meeting at 6:00 PM, on August 17, 2026, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

The subjects to be discussed, considered, or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

I. CALL TO ORDER AND OPENING STATEMENT

II. INVOCATION

III. PUBLIC COMMENT

IV. SUPERINTENDENT REPORT

V. CONSENT AGENDA

- A. Minutes from July Meetings 3

VI. FINANCIAL SERVICES

- A. Adoption of the 2026-2027 Maintenance and Operations Tax Rate and the Debt Service Tax Rate 9
- B. Purchase of Cunningham Roof Repair 11
- C. Approval of Disaster Recovery Master Service Agreement 19

VII. SCHOOL ADMINISTRATION

- A. Junior FFA Extracurricular 51
- B. TASB Recommended Policy Update 127 - 2nd Reading 52

VIII. HUMAN RESOURCES

- A. Applicant Pool 74

IX. BOARD MATTERS

A. Closed Session:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (*Pursuant to Texas Government Code 551.074*)
2. Deliberations Regarding Abandonment of Contract by Teacher and the Attempt to Resign (*Pursuant to Texas Government Code 551.074*)
3. Deliberations Regarding Notifications to the State Board for Educator Certification of Teacher Contract Abandonment (*Pursuant to Texas Government Code 551.074*)
4. Discussions Regarding Student Transfer Petitions Under Board Policy FDB (*Pursuant to Texas Government Code 551.0821*)

B. Open Session:

1. Consideration and Possible Action Regarding Abandonment of Contract by Teacher and the Attempt to Resign
2. Consideration and Possible Action Regarding Notifications to the State Board for Educator Certification of Teacher Contract Abandonment
3. Consideration and Possible Action Regarding Student Transfer Petitions

X. ADJOURNMENT

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

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Tuesday, August 11, 2026 at 5:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
August 17, 2026

Agenda Item:	Minutes
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools
Attachments:	Minutes of Work Session, July 13, 2026 Minutes of Regular Session, July 20, 2026
☒ Action Needed☐ Future Action☐ Presentation☐ Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a Work Session on July 13, 2026, and a Regular Meeting on July 20, 2026 as submitted by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The following are copies of the minutes referenced above. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES WFISD ADMINISTRATION
BUILDING – ROOM 302
WORK SESSION MEETING JULY 13, 2026**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 5:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Ms. Katherine McGregor, Mr. Jim Johnson, Ms. Sandy Camp, and Ms. Susan Grisel. Ms. Diann Scroggins and Mr. John Barnard were not present. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Ashley Thomas, Communications Officer, Ms. Jennifer Spurgers, Director of Human Resources, Ms. Keli Sims, Administrative Assistant to the Director of HR, Mr. Jeff Hill, Executive Director of Elementary Schools, Dr. Cody Blair, Executive Director of Secondary Schools, Ms. Trish Potts, Internal Auditor, Mr. John Strenski, Emergency Management Coordinator, Lieutenant Richard Johns, WFISD PD, Ms. Michelle Wood, Director of CTE, Mr. Shannon Troester, Risk & Contract Manager, Mr. Jayme Carr, Director of Student Services and Dr. Karen Garza, TEA Conservator.

Others present: Mr. Brian Bibb, Lone Star Texas Governance Coach and KFDX media.

INVOCATION:

Ms. Susan Grisel gave the invocation.

PUBLIC COMMENT:

None

REPORTS OR SPECIAL DISCUSSION ITEMS

CTE UPDATE

Ms Michelle Wood, Director of CTE presented an update on the CTE program and information on the number of Industry Certifications earned in the 2025/2026 school year as well as the current enrollment for the 2026/2027 school year.

UPDATE FROM DR GARZA

Dr Karen Garza, TEA Conservator and Dr. Donny Lee, Superintendent of Schools, presented the Board of Trustees with an overview of the Conservator Purpose and Actions, progress update of what changes are being made across the district to increase student growth and reviewed the steps towards building systems and organizational readiness. Information included district past accountability information, future goals, the new “Managed Instructional Tools” and the Effective District Framework Accelerator (EDFA).

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF MAY 2026

Ms. Katherine McGregor, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approves the attached year- to-date financial reports and investment reports as submitted by Ms. Leah Horton, Chief Financial Officer, and is recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

BUDGET ADMENDMENTS FOR JUNE 2026

Ms. Susan Grisel, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees approve the budget amendments as submitted by Ms. Leah Horton, Chief Financial Officer and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

DISTRICT POLICE

INTERLOCAL AGREEMENT WITH CITY OF WICHITA FALLS-CROSSING GUARDS

Ms. Sandy Camp, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees enter into an Interlocal Agreement (ILA) with the City of Wichita Falls regarding the shared administration, funding, and operation of the School Crossing Guard Program for five years beginning with the 2026-2027 School Year. This agreement ensures the continued safety of students walking to and from campus locations by clearly defining the roles, training requirements, and cost-sharing measures between the District and the City. The District will administer the program as submitted by Anthony Smith, Chief of Police, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

DISTRICT OPERATIONS

ADOPTION OF THE 2026/2027 STUDENT CODE OF CONDUCT

Mr. Jim Johnson, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees adopt the 2026-2027 Student Code of Conduct as submitted by Mr. Jayme Carr, Director of Student Services and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

TASB RECOMMENDED ANNUAL REVIEW OF KEY POLICIES-1ST READING

Mr. Jayme Carr, Director of Student Services, requested that the Wichita Falls Independent School District Board of Trustees review the (LOCAL) policies that were recommended by TASB Policy Services for consideration and according to the Annual Review of Key Policies: 2026-27 School Year submitted as recommended by Dr. Donny Lee, Superintendent of Schools. Changes in law, districts practice, staffing or other factors can require changes in district policy. The Policy Alert Annual Review of Key Policies: 2026-27 School Year resulted in minimal recommendations to (LOCAL) policies. These policies are for review currently. LOCAL policies recommended from TASB Annual Review of Key Policies: 2026-27 School Year to be revised are: FDB (LOCAL) and EIC (LOCAL).

HUMAN RESOURCES:

PERSONNEL REPORT

Ms. Jennifer Spurgers, Director of Human Resources, reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last Work Session board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

TEACHER APPLICANT POOL

Mr. Katherine McGregor, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool and addendum.

Carried unanimously by a vote of 5-0

BOARD MATTERS:

BOARD MINUTES:

Dr. Donny Lee, Superintendent of Schools requested that the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a special session on June 3, 2026, public hearing on June 15, 2026 and regular meeting on June 15, 2026 as submitted by Dr. Donny Lee, Superintendent of Schools.

These items will be placed on the consent agenda for the regular meeting on July 20, 2026

CONSIDER AND TAKE ACTION TO CHANGE BOARD MEETING START TIME FROM 6:00 PM TO 5:00 PM ON JULY 20, 2026

Ms. Katherine McGregor, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees act to change the July 20th board meeting start time from 6:00 pm to 5:00 pm as submitted and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

CONSIDER AND TAKE ACTION TO APPROVE BOARD MEETING DATES FOR THE 2026/2027 SCHOOL YEAR

Mr. Jim Johnson, seconded by Ms. Katherine McGregor, moved that the Wichita Falls Independent School District Board of Trustees approve the 2026-2027 Board Meeting Dates Schedule as submitted and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

RECESS:

Mr. Mark Lukert, board president, recessed the work session to go into closed session at 6:45 pm.

CLOSED SESSION:

- 1 Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)

ADJOURNED:

With no more action to take, Mr. Mark Lukert, board president, adjourned the meeting from closed session at 6:45 pm.

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
ED CENTER, ROOM 302
REGULAR SESSION MEETING JULY 20, 2026**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a regular session meeting on the above date. The meeting was called to order at 6:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Mr. Jim Johnson, Ms. Sandy Camp, Ms Susan Grisel, Mr. John Barnard and Ms. Katherine McGregor. Board Members absent: Ms. Diann Scroggins. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Mr. Scot Hafley, Assistant Superintendent of Operations, Ms. Leah Horton, Chief Financial Officer, Ms. Ashley Thomas, Communications Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant to the Director of HR, Mr. Jeff Hill, Executive Director of Elementary Schools, Ms Jennifer Spurgers, Director of Human Resources, Dr. Cody Blair, Executive Director of Secondary Schools, Ms. Alefia Paris-Toulon, Executive Director of Special Programs, Ms. Trish Potts, Internal Auditor and Lt. Brian Masterson, WFISD PD, Mr. Jayme Carr, Director of Student Services, Ms Amber Frost, Special Program Coordinator and Ms. Nikki Grady,. ARD & SPPI Liaison.

Also present: Mr. Brian Bibb, Lone Star Texas Governance Coach and various media.

INVOCATION:

Mr. Mark Lukert gave the invocation.

PRESENTATIONS:

None

PUBLIC COMMENT:

None

SUPERINTENDENT'S REPORT:

Dr. Donny Lee, Superintendent of Schools, gave a report on the following:

- Third Future Schools and WFISD training was held this week
 - Campus Administrators, Curriculum Specialists and some Ed Center Administrators in attendance
- Campus Ratings:
 - Elementary July 28th
 - Secondary August 8/14
- Draft Day for New Exempt staff; August 3rd at the CEC
- Dr. Karen Garza will be back in the district July 28, 2026
- McNiel Facilities Update: Future is running behind but all else is on schedule
- Zundy Update: On Schedule and looking good
- District Convocation will be held at First Baptist Church on Friday, August 7, 2026
- Scot Hafley, Assistant Superintendent of Operations last day is July 23

CONSENT AGENDA

MINUTES FROM JUNE MINUTES

Ms Katherine McGregor, seconded by Ms. Sandy Camp, moved that the Wichita Falls Independent School District Board of Trustees approve the June Meeting Minutes as submitted.

Carried unanimously by a vote of 6 – 0

FINANCIAL SERVICES:

AWARD OF SPECIAL PROGRAMS SUPPLEMENTAL PROGRAMS

Ms. Susan Grisel, seconded by Mr. John Barnard, motioned that the Wichita Falls Independent School District Board of Trustees RFP 2627-02-S-27 for Special Programs Supplemental Staffing for Diagnosticians (Diag) and Speech Language Pathologists (SLP), to the ranked vendors on an as-needed basis, for the 2026-2027 School Year

Carried unanimously by a vote of 6 – 0

PURCHASE OF CONTRACTED RESIDENTIAL SERVICES

Ms. Susan Grisel, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approves a 1-year contract with Bayes Residential Center. The Individuals with Disabilities Education Act (IDEA) entitles a student with a disability to a free, appropriate public education in the least restrictive environment. When a student has educational needs that cannot be met in a public-school setting, that student can be educated in a private school or facility at public expense. A student's admission, review, and dismissal (ARD) committee must determine that the school district cannot provide the student with the special education instruction and related services necessary to meet the student's unique needs for that student to be educated in a day or residential program.

Carried unanimously by a vote of 6 – 0

DISTRICT OPERATIONS

TASB RECOMMENDED ANNUAL REVIEW OF KEY POLICIES

Mr. Jim Johnson, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve the (LOCAL) policies that were recommended by TASB Policy Services for consideration and according to the Annual Review of Key Policies: 2026-27 School Year.

Carried unanimously by a vote of 6 – 0

HUMAN RESOURCES:

TEACHER APPLICANT POOL

Ms Katherine McGregor, seconded by Mr. John Barnard, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool and addendum.

Carried unanimously by a vote of 6 – 0

BOARD MATTERS:

None

ADJOURNMENT:

With no further action needed, Mr. Mark Lukert, board president, adjourned the meeting from Open Session at 5:43 pm.

President, Board of Trustees

Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
August 17, 2026

Agenda Item:	Adoption of the 2026-2027 Maintenance and Operations Tax Rate and the Debt Service Tax Rate		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	No Attachment		
<u> X </u> Action Needed	<u> </u> Future Action	<u> </u> Presentation	<u> </u> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees sets the Maintenance and Operations tax rate at \$0.6754 per hundred-dollar valuation and sets the Debt Service tax rate at \$0.359277 for the tax year 2026, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

A taxing entity authorized to pay both Maintenance and Operations and Debt Service expenses with property taxes must adopt its rate in two separate components, one tax rate for Maintenance and Operations and one tax rate for Debt Service.

Maintenance and Operations	\$0.675400
Debt Service	\$0.359277
Total Proposed Tax Rate	\$1.034677

Fiscal Note:

Based on the 2026 Certified Tax Roll from the Wichita Appraisal District.

ORDINANCE SETTING TAX RATE

STATE OF TEXAS

COUNTY OF WICHITA

On August 17, 2026, we, the Board of Trustees of the Wichita Falls Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2026 at a total tax rate of \$1.034677, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.675400 for the purpose of maintenance and operation, and

\$0.359277 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 17th day of August 2026, by the Wichita Falls Independent School District.

By: _____
Mark Lukert, President

Attest: _____
Sandy Camp, Secretary

WICHITA FALLS ISD BOARD OF TRUSTEES
August 17, 2026

Agenda Item:	Purchase of Cunningham Elementary Roof Restoration		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	TREMCO Proposal		
<u> X </u> Action Needed	<u> </u> Future Action	<u> </u> Information	<u> </u> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees award Cunningham Elementary School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-“WTI”) in the amount of \$376,996.61, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Cunningham Elementary School roof numbers 1-7 (see attached, a total of ~20,000 square feet) plus adjacent parapet walls are in need of restoration. After careful consideration of options to solve the damaged and aging roof issues with the best, cost-effective method, Chris Fain, Director Maintenance, recommends the purchase and installation of The Alphaguard Bio® Restoration roof coating. As shown on the attached Proposal, TREMCO will first make necessary repairs as needed, then prepare and wash the surface of the roof, and through a two-step application of Alphaguard base and top coat®, will coat the entire surface of the roof indicated. The coating is long-lasting, and includes 12-year full warranty coverage. In the twelfth year, reapplications are offered at approximately 30% of the original cost and extends the warranty coverage for an additional seven years. The proposed roofing solution not only serves as full coverage leak protection but also protects and extends the life of the roof, and because it lowers roof surface temperatures, energy use is decreased.

In comparison, the estimated cost of a complete tear-off and single-ply replacement of ~20,000 sq. ft. is approximately \$420,000 (approximately \$21.00/sf) and would also incur *additional labor expenses* related to removing and replacing electrical units and conduit lines, gas line reset, and other costs estimated at over \$100,000. The restoration solution proposed purchase will utilize TexBuy cooperative award IFB #025-D, which was advertised twice in the Amarillo Globe-News and made available on TexBuy electronic bid platform. The purchase will result in a rebate between \$1,439.22 to \$2,399.00, depending on completion of the project.

Fiscal Note:

Expenditure will be paid from General Fund/Maintenance budget. Purchases over \$100,000 require Board of Trustees’ approval per Policy CH Local.

High Performance Roofing, Building Envelopes and Construction Services

Proposal for Cunningham Elementary School Roof Restoration



Long Live Your Buildings



Proposal #: 5071105
Contract #: AEPA IFB 025-D

Wichita Falls Independent
School District
1104 Broad Street
Wichita Falls, TX 76301

May 8, 2026

Wichita Falls Independent School District

1104 Broad Street

Wichita Falls, TX 76301

RE: Cunningham Elementary School Roof Restoration

Weatherproofing Technologies, Inc. (WTI), an affiliate of Tremco CPG Inc, is pleased to submit to Wichita Falls Independent School District (CLIENT) this proposal for a roof restoration located at 4100 Pool Street, Wichita Falls, TX 76310. We look forward to the possibility of working with you on this project.



Cunningham Elementary School
Wichita Falls, TX

BASE SCOPE OF WORK

GENERAL CONDITIONS

Mobilization – Demobilization temporary protection including set up and maintaining all necessary temporary partitions and barricades around work area:

- Install temporary protection, as required.
- Install perimeter netting and/or fencing to meet OSHA safety requirements.
- Protection of adjacent building walls and facilities required by State Laws and City Ordinances.
- Mobilization, site preparation, and demobilization of equipment.
- Site cleaning and restoration to original condition required for completion of the work.

ALPHAGUARD BIO NR ROOF RESTORATION

MB Roofs - 1, 2, 3, 4, 5, & 7

1. Set up Safety to comply with OSHA and WTI standards.
2. Power wash modified roofs 1, 2, 3, 4, 5, & 7, approximately 33,100 s.f. of field and flashings.
3. Load needed materials for roofing project.
4. Apply AlphaGuard Bio Base Coat with Permafab embedded to approximately 20,000 l.f. of seams in a three-course application.
5. Apply AlphaGuard Bio Base Coat to field and walls including penetrations at a coverage rate of 2 gallons per 100 s.f.
6. Remove drain rings and remove any debris from bowl, grind metal surface. Apply AlphaGuard Bio Base Coat with Permafab embedded to all drain areas.
7. Apply AlphaGuard Bio Top Coat over cured base coat at a coverage rate of 1 gallon per 100 s.f.
8. Remove skylight cover, install a ¾" plywood fastened to existing curb and apply a granulated self-adhered cap sheet over to encapsulate. Once complete apply AlphaGuard Bio system coating.
9. Install new drain covers to five (5) drains.
10. Remove all debris from roofing project in dumpster provided by WTI.

TPO Roof – 6

1. Set up Safety to comply with OSHA and WTI standards.
2. Power wash TPO roof section 6, approximately 1,000 s.f. of field and flashings.
3. Load needed materials for roofing project.
4. Apply AlphaGuard Bio Base Coat with Permafab embedded to approximately 800 l.f. of seams in a three-course application.
5. Apply AlphaGuard Bio Base coat to field and walls including penetrations at a coverage rate of 1 gallon per 100 s.f.
6. Remove drain rings and remove debris from bowl. Grind metal surface and apply AlphaGuard Bio Base Coat with Permafab embedded to all drain areas.
7. Apply AlphaGuard Bio Top Coat over cured base coat at a coverage rate of 1 gallon per 100 s.f.
8. Remove all debris from roofing project in dumpster provided by WTI.

Provide customer with a 12-year Tremco QA Warranty.

PROJECT TOTAL:

\$376,996.61

The preceding recommended repair program and estimate assumes the following:

1. Work shall be performed during normal working hours on weekdays.
2. Work will be performed at one time, under one contract.
3. Work cannot be completed during inclement weather.
4. We have included one mobilization for the project. Additional mobilization will result in additional charges.
5. Barricades and signs along with traffic and pedestrian control protection will be provided as needed.
6. Use of building electric power and water assumed during project duration.
7. City Permits and Payment Performance Bond have been excluded from the report.
8. Report supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.
9. Removal of reverted or hardened caulking is excluded, as this would be considered an unforeseen condition.

10. Sales tax and prevailing wages have been excluded.

Very Truly Yours,

WEATHERPROOFING TECHNOLOGIES, INC.

Mark Dittman

Mark Dittman
Construction Manager

CC: Scott Kingston, Tremco
Gina Ortiz, Tremco
Deron Aksentowitz, WTI
Nick Elliff, WTI

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work, as outlined, including construction management, profit, and overhead. **For the proposed base scope of work, we estimate 33 working days for completion.**

This report is valid for thirty (30) days and does not include taxes.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This report is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Any Performance and Payment Bonds issued for associated repair work are limited to the performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement. Please confirm your acceptance by return e-mail to the representative identified below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work.

					
					Association of Educational Purchasing Agents
					Effective 03/01/2026
					Valid for 60 days. After that time, project conditions are subject to reassessment.
WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING					Contract #: AEPA IFB 025-D
OWNER: WICHITA FALLS ISD					Roofing & Building Envelope Services
PROJECT NAME: CUNNINGHAM ES RESTORATION					
QUOTE # 5071105 TRBM-299608					
DATE: 5/7/2026					
Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
3	Pressure cleaning, horizontal surfaces	SF	\$ 0.32	32,905	\$ 10,529.60
442	Two part, bio-based, polyurethane roof coating system, non-reinforced	SF	\$ 10.41	32,905	\$ 342,541.05
				SUBTOTAL	\$ 353,070.65
540	Building/Construction Manager	Hour	\$ 201.84	30	\$ 6,055.20
478	12 Year Restoration Warranty Over 10,000 Square Feet, Standard	SF	\$ 0.10	32,905	\$ 3,290.50
559	R.S. Means Multiplier/Factor - Normal Hours - Prevailing Wage Rates	%	93.0%	\$ 15,677.70	\$ 14,580.26
				TOTAL PROJECT COST	\$ 376,996.61
	* The pricing contained in this proposal is based in part on individual site-specific conditions and unique circumstances presented on each individual project, where applicable.				
	* Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage Laws.				
	Separate Purchase Orders or Contracts will need to be issued for each Line Item Proposal.				

Cost Estimate Report

Date: 05/07/2026

TRBM 299608

Year 2026 Quarter 2

Unit Detail Report

Prepared By: Zach Benner WTI

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	2.00	Week	\$6,069.83	\$12,139.66
015433406420	Rent portable toilet chemical, recycle, flush type, Incl. Hourly Oper. Cost.	1.00	Month	\$338.04	\$338.04
Division 01 General Requirements Subtotal					\$12,477.70
Division 02 Existing Conditions					
024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	4.00	Week	\$800.00	\$3,200.00
Division 02 Existing Conditions Subtotal					\$3,200.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					\$15,677.70
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$15,677.70
General Conditions				0.00%	\$0.00
Subtotal					\$15,677.70
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$15,677.70

WICHITA FALLS ISD BOARD OF TRUSTEES

August 17, 2026

Agenda Item: Approval of Disaster Recovery Master Service Agreement

Administrator Responsible: Leah Horton, Chief Financial Officer

Attachments: Master Service Agreement

☒ Action Needed ☐ For Future Action ☐ Information ☐ Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the recommendation to enter a five-year Master Service Agreement with Cotton Commercial, USA, Inc. (operating through its subsidiary, Target Solutions), as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The District is requesting approval of a Master Services Agreement (MSA) with Cotton Commercial USA, Inc. to establish pre-negotiated terms and conditions for emergency disaster recovery services. Approval of this MSA does not obligate the district to purchase any services or guarantee any minimum level of work. Instead, it establishes a contractual framework that allows the district to immediately engage the contractor if emergency services become necessary, and to the degree outlined by the district.

Establishing this agreement in advance enables the district to respond immediately to emergencies such as flooding, severe weather, fire, or water damage without the delays of negotiating contract terms during a crisis. The MSA provides pre-established pricing and legal protections, ensures access to specialized disaster recovery resources, supports rapid restoration of District operations, and creates no financial obligation unless the district authorizes services under the agreement. Having a pre-event disaster recovery agreement is considered a best practice in emergency preparedness because it allows the district to respond quickly to unforeseen events while maintaining appropriate contractual protections and oversight.

Fiscal Note:

Emergency projects that would potentially be completed under this agreement would be funded by the general fund, unless adequate budgeted funds were otherwise available. This is a five-year agreement requiring Board of Trustees approval per policy CH (Local).



Customer ID 72250

MASTER SERVICE AGREEMENT

Between

COTTON COMMERCIAL USA, INC.

and

Wichita Falls Independent School District

Dated

July 30, 2026

MASTER SERVICE AGREEMENT INDEX

1.	CAPITALIZED TERMS	1
2.	WORK.....	1
3.	PAYMENT TERMS	2
4.	WORK ORDERS.....	3
5.	INDEPENDENT CONTRACTOR RELATIONSHIP	4
6.	RISK STRUCTURE.....	5
7.	PERFORMANCE OF WORK AND WARRANTY	7
8.	INSURANCE	7
9.	CONFIDENTIALITY	9
10.	INFRINGEMENT OF INTELLECTUAL PROPERTY.....	10
11.	FORCE MAJEURE.....	10
12.	ASSIGNMENTS	11
13.	DISPUTE RESOLUTION, RULES AND REGULATIONS	11
14.	NOTICES.....	13
15.	TERM; TERMINATION; AND CERTAIN REMEDIES	13
16.	GENERAL PROVISIONS	14

Exhibits:

Exhibit “A” Rate Sheet

Exhibit “B” Service Work Order

Exhibit “C” Additional Terms and Conditions Regarding Temporary Roofing Work

Exhibit “1” Insurance Requirements

Exhibit “2” Locations

Exhibit “3” Certain Defined Terms

MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter "**MSA**") is entered into effective as of the 30th day of July, 2026 (the "**Effective Date**"), by and between **COTTON COMMERCIAL USA, INC.** (hereinafter called "**Cotton**"), as General Contractor, and Wichita Falls Independent School District (hereinafter called "**Company**"; together with Cotton, each a "**Party**" and, collectively, the "**Parties**").

WHEREAS, Company may from time to time desire Cotton to perform work or provide labor, services, equipment, machinery, materials, goods or supplies in the conduct of Company's operations;

WHEREAS, Cotton also currently operates under the following Doing Business As (DBA) names: Advance Catastrophe Technologies, Full Circle Restoration, and Target Solutions; and

WHEREAS, Company and Cotton desire to establish certain general terms and conditions which shall apply to and become part of each and every contract entered into between the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **CAPITALIZED TERMS**

Capitalized terms used herein but not defined herein shall have the meaning set forth in Exhibit "3".

2. **WORK**

- (a) Cotton agrees to furnish all labor, supervision, materials, fixtures, equipment, tools, supplies, goods, other property and services necessary to perform in a good and workmanlike manner, all of the work and services initially agreed to and subsequently agreed to in writing by the Parties (the "**Work**") in compliance with any applicable Contract Documents. Cotton does not provide engineering, consulting or architectural services. It is the Company's sole responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Cotton assumes no responsibility for structural integrity, including soundness of or the effect upon any structure of building materials that Cotton may install, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Cotton, Company warrants that they are sufficient and conform to all applicable laws and building codes.
- (b) Cotton's scope of Work may include, but is not limited to, property restoration and recovery, new construction, reconstruction services, roofing work, temporary Roofing, workforce staffing, temporary housing, culinary services, logistics services, asset protection, assessment and restoration of damaged property, emergency services, crew support, infrastructure support, housing and management of work forces, disposal services, spill response or remediation and any other related services requested by Company. Notwithstanding anything herein, all Work related to temporary roofing is subject to the additional terms and conditions set forth in Exhibit "C". This MSA covers such Work at any location, including, without limitation those set forth on Exhibit "2". The locations set forth on Exhibit "2" may be modified from time to time by Company upon written notice to Cotton.
- (c) Cotton's scope of Work shall include those services that are applicable to the needs of the Company and the Project. Cotton and Company may agree to a more detailed description of services once Cotton commences the Work and can more fully assess Company's needs, which such description may be set forth in a future supplemental document but the failure to create such a supplemental document shall not be construed as a failure to agree to the scope of Work contemplated by this MSA.

- (d) Company shall be entitled to order changes in the Work and the Contract Price adjusted accordingly. Cotton shall not be required to perform any changed or additional work without a corresponding Service Work Order.
- (e) Company hereby represents and warrants that it is the absolute fee simple owner of the real property upon which the Work is to be performed (the “**Property**”) or an authorized agent thereof acting pursuant to the terms of a valid and enforceable written agreement, and the person signing on behalf of Company is an officer of Company who is duly authorized to execute this MSA on Company’s behalf and to bind Company (and, if Company is an authorized agent, the owner of the Property) under the terms of this MSA. If Company is not the owner of the Property, Company shall provide Cotton with the identity and contact information of the property owner and a copy of the above-referenced written agreement upon Cotton’s request for the same.
- (f) Cotton shall be provided with direct access to the Property for the passage of trucks and materials. Cotton shall not be required to begin Work until underlying areas of the Property on which Work is to be performed are ready and acceptable to receive Cotton’s Work and are available in order to allow continuous full operation until Work completion. The expense of any extra trips by Cotton to and from the Property as a result of the Property not being ready for Work after Cotton has been notified to proceed will constitute part of the Contract Price.

3. **PAYMENT TERMS**

- (a) **Charges Billed Per the Rate Sheet.** During the term of this MSA, the fees and charges for the Work shall be in accordance with the most recent version of the rate sheet attached hereto as **Exhibit “A”** (the “**Rate Sheet**”), and if the rates or the lump sum cost for specific Work not otherwise identified on the Rate Sheet are included in a Work Order, as described in such Work Order. The Rate Sheet may be modified in writing from time to time by Cotton upon prior written notice to Company; provided, however, that such modification shall not be effective for any Work Order pursuant to which Work has commenced prior to Cotton’s delivery of such written notice. Any modifications to the Rate Sheet shall automatically become effective, and **Exhibit “A”** shall be deemed to have been amended accordingly, in each case, without any further action on the part of any Party for any Work performed pursuant to a Work Order issued on or after the date on which the modified Rate Sheet has been delivered to Company.
- (b) **Initial Deposit.** Each Work Order shall set forth the amount of an initial deposit (the “**Initial Deposit**”), if any, required to be paid to Cotton in connection with the Work and the date by which it must be paid. If no date for payment is included in a Work Order, the Initial Deposit shall be paid within seven business days of the date on which such Work Order is executed, or deemed executed, by both Parties. Company shall pay Cotton the Initial Deposit pursuant to the terms of such Work Order. Company’s failure to comply with this **Section 3(b)** shall be a material breach of this MSA and shall entitle Cotton to immediately cease performance of the Work.
- (c) **Invoicing and Related Payments.** Cotton shall invoice Company for the Work in accordance with the Rate Sheet and any applicable Work Order (each an “**Invoice**”). Company shall pay Cotton the full amount listed on any Invoice within 15 days of Company’s receipt of an Invoice. As collateral security for the prompt and complete payment of all amounts due to Cotton hereunder in connection with the Work (including the Initial Deposit, collectively, the “**Contract Price**”), Company hereby grants to Cotton a lien on and continuing security interest in all of Company’s right, title, and interest in and to all Property on which such Work will be performed, any other property of any kind, whether real, personal, or mixed and whether tangible or intangible, located on the Property or related thereto, and, in each case, the proceeds thereof. Company hereby authorizes Cotton to file any mortgages, deeds of trust, and financing statements without the signature of Company, to the extent permitted by applicable law, in order to perfect or maintain the perfection of any security interest granted hereunder or under any Contract Document. Upon

completion of the Work and Cotton having received payment in full of the Contract Price, Cotton shall deliver to Company all of Company's property and contents that were removed from the Property during Cotton's performance of the Work and, upon delivery, the lien and security interest granted in this Section 3(c) shall be automatically released without any further action required by the Parties. Company agrees to pay Cotton the Contract Price in full and agrees to be legally responsible for such payment regardless of whether Company is entitled to coverage or reimbursement from an insurance carrier, a governmental entity or any Third Party. Subject to Section 7(b), (i) the making of the full payment to Cotton for Work performed shall constitute a waiver by Company, on its own behalf and on behalf of the other Company Indemnified Persons (as defined below), of any and all Claims arising out of or relating to such Work and the Contract Documents related thereto; (ii) by taking possession of the Property on which Work was performed, Company agrees and acknowledges that Cotton has fully performed all Work in accordance with the terms and conditions of the applicable Contract Documents, that such Work is acceptable to the Company, and that Cotton has no further obligation to perform any Work on such Property; and (iii) by making final payment on any Work performed, Company, on its own behalf and on behalf of the other Company Indemnified Persons, forever releases, discharges, acquits and forgives from any and all Claims, and each of them, if more than one, related to or arriving from such Work including possible future related subsequent issues such as, but not limited to, mold, rodents, insects, discolor, deterioration, movement, smell, seepage or wind related damage.

- (d) Disputed Amounts. Company may, in good faith, dispute any amounts set forth in an Invoice that it believes to be inaccurate. Company shall notify Cotton of any such dispute in writing on or before the 10th business day following Cotton's delivery of the corresponding Invoice. Failure by Company to dispute an Invoice within such time period or failure by Company to act in good faith when disputing an Invoice shall be deemed a non-rebuttable acceptance of all Work accounted for in such Invoice and shall be deemed a waiver by Company of any and all of its rights to dispute the amounts set forth in such Invoice or its right to withhold payment therefor.
- (e) Late Payments. Any of the amounts reflected on any Invoice that are not paid within 30 days of the date the Invoice is delivered to Company shall bear interest at the Prime Interest Rate from the date of the date the Invoice is delivered to Company through the date on which such amounts are paid to Cotton.
- (f) Right to Stop Work. If Company does not pay Cotton within 30 days after the date the Invoice is delivered to Company, then Cotton may, at its option, stop the Work until payment of the amount owing plus all accrued late charges have been received. In such event, Cotton may also increase the Contract Price to include Cotton's reasonable costs of shut-down, delay and start-up.
- (g) Trust Funds. All sums tentatively earned by Cotton and retained by Company by reason of the partial or complete performance of the Work and any balance of the unearned Contract Price, and all retainage shall constitute a trust fund for the purposes of (a) first, full completion of the Work, (b) second, payment of any claims due Cotton from Company; (c) third, payment to sub-Contractors, laborers and suppliers of Cotton who have valid and enforceable mechanic's lien claims or bond claims (if the Project is bonded), and such tentative earnings shall not be due and payable to Cotton, or anyone else claiming in Cotton's place and stead, excepting however a trustee in bankruptcy that has given notice to Cotton that it will perform the Work in accordance with this Contract provisions and cure any existing defaults, until and unless such Work is fully and satisfactorily completed and such claimants are fully paid and satisfied.

4. WORK ORDERS

- (a) Any contract whereby Cotton agrees to perform Work must be in writing and signed by the Parties. The Parties shall execute a service work order in the form of Exhibit "B" ("Service Work Order")

prior to Cotton beginning any Work. A Service Work Order is not binding on any Party until all Parties have executed the Service Work Order. If Company delivers to Cotton a separate Company-issued purchase order (a “Company P.O.”) such Company P.O. shall only be deemed to have been accepted by Cotton (as modified by Cotton) when a written acknowledgement has been delivered by Cotton to Company referencing the Company P.O. number and noting any modifications to the proposed terms of such Company P.O. (each an “Acknowledgement”). Company understands and agrees that, subject to Section 4(b), any form of proposal, quote, estimate, bid or contract document issued by Company to Cotton is not a Contract Document and shall not become a part of this MSA, unless Cotton issues an Acknowledgement and executes same. As between the terms of a Company P.O. and an Acknowledgment, the terms of the Acknowledgement shall control. For the sake of clarity, the only Work Orders that are binding are: (i) a Company P.O. with an Acknowledgement signed by Cotton, (ii) a Service Work Order signed by Company, and (iii) a Work Authorization (as defined below) pursuant to which Cotton commences the performance of Work (including any Service Work Orders issued in accordance with Section 4(b)).

- (b) Cotton may, but is not obligated, to perform Work pursuant to an email confirmation from Company (“Work Authorization”) with the Company’s email being the offer for Cotton to perform Work in accordance with the terms thereof and Cotton’s commencement of the corresponding Work constituting acceptance of such offer. The Parties shall be legally bound to the terms and conditions of a Work Authorization from the time Cotton commences the Work contemplated thereby and may each rely thereon. Any such transaction shall be considered a “writing” and to have been “signed” by the Parties. Notwithstanding the foregoing sentence, the Parties agree that Cotton may confirm the Work to be performed pursuant to a Work Authorization by sending Company a Service Work Order. If such Service Work Order contains any commercial terms that conflict with those set forth in the Work Authorization, such commercial terms shall not be deemed to be accepted but must be expressly agreed to by both Parties; provided that the foregoing shall not invalidate any transactions agreed to by the Parties.
- (c) If any terms and conditions included in a Work Order (including any exhibits, schedules, or other attachments thereto) conflict with this MSA, then the terms and conditions contained in such Work Order shall replace, supersede and control over the terms and conditions contained in this MSA, but only as to the Work to be performed pursuant to such Work Order (with all other Work being governed by this MSA or a separate Work Order, as applicable, in accordance with this Section 4(c)). Where the terms and conditions of this MSA and a Work Order do not conflict, the terms and conditions of both shall apply. Should Company allow Cotton to start or perform Work or any part of Work prior to the execution or deemed execution of a proper Work Order (including where no Work Order has been issued, where a Company P.O. is issued without an Acknowledgement or where Cotton has issued a Service Work Order but it has not yet been executed by the Company), then the governing terms of such Work performed until the Work Order is properly executed shall be those terms included in this MSA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) Cotton shall perform all Work as an independent contractor. Neither Cotton nor its agents or employees shall be the employees or borrowed servants of Company. Cotton shall be fully responsible for and shall have exclusive direction and control of its agents, employees and subcontractors and shall control the manner and method of carrying out the Work. No Company agents, employees or subcontractors shall be offered, entitled to or eligible for any employee benefits provided by Cotton.
- (b) As Cotton is an independent general contractor, Cotton has exclusive authority to subcontract and to utilize other contractors (including those who are to furnish labor, services, materials or equipment) (“Subcontractors”), as it deems necessary in its sole discretion for completion of

the Work. Company hereby acknowledges and agrees that Cotton may subcontract and use Subcontractors as Cotton deems necessary in its sole discretion for completion of the Work. Cotton will have no liability for the gross negligence or willful misconduct of its Subcontractors, suppliers or vendors, and Company hereby releases and waives any Claims it has or may have against Cotton related to the same.

- (c) At Cotton's sole option, Cotton may employ or retain as a subcontractor, consultant or agent an Affiliate of Cotton in performing Cotton's obligations under this MSA.
- (d) As a procurement agent for Company, Cotton will negotiate, execute, and deliver, in Company's name as agent for Company, purchase orders, vendor agreements and other similar orders, agreements or contracts necessary or desirable to procure items of equipment, machinery, materials or supplies on behalf of Company, as necessary, in Cotton's sole opinion, to perform any Work or any portion thereof. Company shall pay for all such items on or prior to the due date therefor. Company acknowledges and agrees that Cotton may recommend that equipment, machinery, materials or supplies be procured, or procure such items, from an Affiliate of Cotton. Company further acknowledges and agrees that Cotton, in serving as a procurement agent for Company, will be relying on its operational experience in making any procurement recommendations requested by Company or reasonably necessary or desirable to complete any Work or portion thereof, and in no event shall Cotton be (i) responsible for obtaining multiple bids, competitive bids, or bids based on the ownership or makeup of the potential provider on items to be procured, or (ii) liable to Company for failing to procure the most competitive item, whether in terms of price, quality or otherwise.
- (e) Cotton shall at its sole option, have the right to bill for and receive a reasonable mark up on the labor, services, materials, and equipment provided by others described under Section 5(b), (c), and (d) above, including the goods and services provided by any Affiliate of Cotton.

6. RISK STRUCTURE

- (a) **INDEMNIFICATION BY COMPANY.** To the fullest extent permitted by applicable law, Company shall indemnify, defend and hold Cotton, its Affiliates, and its and their past, present and future partners, directors, managers, members, officers, employees, shareholders, agents, and representatives (each a "Cotton Indemnified Person" and, collectively, the "Cotton Indemnified Persons") harmless from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, or penalties of any kind or nature, including all court costs, reasonable attorneys' fees and other litigation expenses, regardless of whether based upon or arising under equity, common law, or statute, or the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) including a claim brought by any Third Party (collectively, "Claims") and arising out of:
 - (i) any act or failure to act by a Company Indemnified Person, a subcontractor thereof, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts they may be liable;
 - (ii) Company's failure to perform (or to properly perform) all or any portion of its obligations under this MSA or a Contract Document in accordance with the provisions of this MSA or such Contract Document, respectively;
 - (iii) Cotton's Work as a procurement agent for Company, as further described in Section 5(d);

- (iv) a Company agent, employee or subcontractor claiming that they are an employee of Cotton or its Affiliates or are entitled to any employment benefits from Cotton or its Affiliates; or
 - (v) any material misrepresentation, either by commission or omission, under this MSA or a Contract Document made by a Company Indemnified Person or a subcontractor thereof.
- (b) **INDEMNIFICATION BY COTTON.** To the fullest extent permitted by applicable law, Cotton shall indemnify, defend and hold harmless Company, its Affiliates, and its and their past, present and future partners, directors, managers, members, officers, employees, shareholders, agents, and representatives (each a “*Company Indemnified Person*” and, collectively, the “*Company Indemnified Person*”) from and against any and all Claims arising out of:
- (i) any act or failure to act by a Cotton Indemnified Person, a subcontractor thereof, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts they may be liable;
 - (ii) Cotton’s failure to perform (or to properly perform) all or some of its obligations under this MSA or a Contract Document in accordance with the provisions of this MSA or such Contract Document, respectively; or
 - (iii) any material misrepresentation, either by commission or omission, under this MSA or a Contract Document made by a Cotton Indemnified Person or a subcontractor thereof.
- (c) **LIMITATIONS ON DAMAGES.**
- (i) Notwithstanding anything herein or otherwise to the contrary, (A) neither Party shall be liable to the other Party for any special, indirect, consequential, exemplary or punitive damages resulting from or arising out of this MSA, a Contract Document or the Work, including but not limited to lost revenue, lost profits, lost business or business interruptions, or lost business opportunities, however they may be caused except in connection with indemnity related to a Claim brought by a Third Party and (B) the liability of Cotton for any damages incurred or suffered by Company or any Third Party in connection with any Claim arising out of this MSA, any Contract Document, or the Work shall be limited to the amount or amounts covered by Cotton’s general liability insurance policy, regardless of any deductible amounts or whether or not the Company, Third Party, or Cotton is paid by the issuer of such insurance policy.
 - (ii) The indemnities contained in Section 6(a) (other than Section 6(a)(iii) and (iv)) and Section 6(b) may not be relied upon by any Indemnified Person to the extent any Claim for indemnification thereunder is proven to have been caused by such Indemnified Person’s sole negligence, gross negligence, willful misconduct or breach of this MSA or a Contract Document. The indemnities contained in Section 6(a)(iii) and (iv) may not be relied upon by any Cotton Indemnified Person to the extent any Claim for indemnification thereunder is proven to have been caused by such Cotton Indemnified Person’s gross negligence, willful misconduct or bad faith breach of this MSA or a Contract Document.

- (iii) Cotton is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Cotton from this MSA or a Contract Document.
- (d) **DEMAND FOR INDEMNIFICATION:** A Party shall submit a demand for indemnification under the terms of this Article 6, not later than the earlier of (i) the required notice period of the applicable Party's insurance notice provisions and (ii) 10 days after becoming aware of the event necessitating the indemnification.
- (e) **SURVIVAL.** The obligations of this Article 6 shall survive the termination or expiration of this MSA and the Contract Documents.

7. PERFORMANCE OF WORK AND WARRANTY

- (a) **Work Performed.** The Work shall be commenced as soon as reasonably practical given the specifications of the Work following execution of this MSA and any applicable Contract Document, and Cotton shall use reasonable efforts to substantially complete the Work within a reasonable amount of time after beginning the Work. Cotton does not guarantee completion by any specific date. Should Cotton be delayed, hindered, interfered with or impeded by any act or omission of Company, or by any cause beyond Cotton's control, and if a cause of the delay, hindrance, interference or impediment is not due to any act or omission of Cotton, then Cotton shall be entitled to a reasonable extension of time for completion of the Work. Under all circumstances, Cotton shall be entitled to seven days written notice of any alleged defect and a reasonable opportunity to cure the alleged defect.
- (b) **Warranty.** Upon written notice and a reasonable opportunity to cure any latent defects in Cotton's workmanship and material, Cotton shall repair any latent defects that appear within one year after substantial completion of the Work. Cotton's warranty excludes any remedy for damage or defect caused by abuse, work not performed, or services not provided by, by Cotton, improper or insufficient maintenance, improper operation, site conditions known by Company and not disclosed which impact the Work, latent site conditions which impact the Work, or normal wear and tear and normal usage. EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA OR A WORK ORDER, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED TO GUARANTEE ANY WARRANTY PROVIDED BY ANY SUBCONTRACTOR OR MANUFACTURER TO COMPANY.

8. INSURANCE

All such insurance requirements outlined in this Article 8 shall be maintained by Company and Cotton at their sole expense at all times during the performance of any Work under the terms of this MSA and until the expiration of any agreed warranty period.

- (a) **Required Coverages.** Each of Company and Cotton shall, and shall cause their subcontractors to, provide and maintain insurance that provides the minimum insurance coverages identified in Exhibit "1" attached hereto and incorporated herein by this reference. Company's and its subcontractors' insurance shall be underwritten by carriers acceptable to Cotton. All policies shall be written using the most current versions of standard Insurance Services Office policy forms and endorsements, with all the coverages afforded under such standard policies, in addition to any specific requirements set forth in this MSA.

- (b) **Required Endorsements and Primary Coverage.** Each insurance policy required pursuant to this MSA, except for workers' compensation insurance policies, shall, prior to the commencement of any Work and throughout the duration thereof, be endorsed (i) to name the following Persons as additional named insureds (the "*Additional Insured Persons*") or provide blanket additional insured status that covers the Additional Insured Persons as additional insureds: (A) Cotton or Company, as applicable and (B)(1) any Affiliate thereof performing Work hereunder, and (2) any other Person related thereto and reasonably requested thereby; and (ii) to give 30 days prior written notice to the named insured and any Additional Insured Persons in event of cancellation, expiration or material change in such insurance policy. Further, prior to the commencement of any Work and throughout the duration thereof (including full and final payment of the Contract Price related thereto), all of Company's insurance policies related to property damage shall be endorsed to name Cotton as loss payee. All insurance required hereunder shall be primary coverage without any right of contribution from any other insurance held by any Additional Insured Person.
- (c) **Waiver of Subrogation.** All insurance policies required pursuant to this MSA shall be so written or endorsed to include waivers of all subrogation rights of the insurers against the Additional Insured Persons.
- (d) **Certificates of Insurance.** Upon execution of this MSA, as applicable, and prior to the commencement of any Work and upon any change, renewal, expiration or cancellation of the insurance required under this MSA, Company and Cotton shall furnish the other with certificates of insurance conforming to the requirements of Section 8(a) and (b), certifying that the insurance is in full force and effect, but receipt of any such certificate shall not constitute acceptance thereof nor waiver of either Party's responsibilities hereunder. Company and Cotton shall instruct their insurers to transmit the certificate directly to each other at their respective addresses given in Article 14. Upon request in writing, Cotton and Company shall provide within a reasonable time to the other Party a complete copy of any insurance policy required by this MSA. Cotton shall be entitled (but not obligated) to delay or stop any Work until such time as the certificates are so provided.
- (e) **Continuation of Coverage.** When any required insurance, whether due to the attainment of a normal expiration date or renewal date or due to cancellation by either the insured Party or its insurer(s), shall expire, the insured Party shall, prior to such termination, supply the other Party with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverages required by this MSA. Any renewal or replacement policies shall be in form and substance mutually satisfactory to both Parties and, as to Company's renewal or replacement policies, written by carriers acceptable to Cotton.
- (f) **Liability for Self-Insurance.** If any policy required to be purchased pursuant to this MSA is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the insured Party shall be solely responsible or liable for such deductible, self-insured retention or similar self-insurance mechanism in the event of any loss and any Additional Insured Person shall be entitled to recover from the insured Party as if such limitation(s) did not exist. Further, if any such deductible, self-insured retention or similar self-insurance mechanism limits or otherwise reduces coverage by more than 10 percent of the limits of any given policy required in Exhibit "1," then the insured party shall so inform the other Party in writing.
- (g) **Subcontractors.** Company shall cause each of its subcontractors to carry insurance of the types and amounts set forth in this MSA, and to act in accordance with all the other obligations set forth in this MSA. If Company fails to ensure compliance with these requirements, it shall be responsible for any loss suffered by Cotton or by any of its Additional Insured Persons as a result

of such non-compliance. When requested, Company shall furnish Cotton with certificates of insurance (or the full insurance policy if so requested) evidencing coverage for each subcontractor.

9. CONFIDENTIALITY

- (a) With regards to the information of any Party (the “Disclosing Party”) which is disclosed or made available to the other Party (the “Receiving Party”) by or on behalf of the Disclosing Party and which (i) if in written format, is marked as confidential, (ii) if disclosed orally, is noted as confidential at the time of disclosure, or (iii) if disclosed by Cotton, relates to Cotton’s pricing information or rates or Cotton’s estimate or bid or method of estimating or bidding, Cotton’s suppliers, business models, intellectual property or business methods (such information is referred to herein as the Disclosing Party’s “Confidential Information”), the Receiving Party shall treat as confidential and shall not, without the Disclosing Party’s prior written consent, divulge to any Third Party or, except to the extent necessary for performance hereunder (and then only to the extent thereof), make any use of any Confidential Information. Further, Receiving Party shall protect all of Disclosing Party’s Confidential Information with the same level of protection it uses to protect its own confidential materials, but in no means less than reasonable standards for such protection.
- (b) The Receiving Party shall inform each of its Affiliates and its and their officers, employees, directors, members, managers, partners, agents, representatives and subcontractors who receive any Confidential Information (each a “Representative”) of the provisions of this Article 9 and, if they have not previously entered into a separate agreement with the Disclosing Party dealing with the confidentiality of Confidential Information, the Receiving Party shall require them to agree in writing to be bound by the provisions of this Article 9 in the same manner that the Receiving Party is bound hereunder. Notwithstanding the above, the Receiving Party is responsible for a breach of the confidentiality provisions this MSA by any of its Representatives.
- (c) Any Confidential Information in a Receiving Party’s possession prior to the date hereof, or which is part of the public knowledge or literature from a source other than through a breach of this MSA by the Receiving Party or its Representatives, shall not be subject to the provisions of this Article 9. Confidential Information that becomes available to a Receiving Party from a source other than the Disclosing Party that, to Receiving Party’s knowledge (after due inquiry), is authorized to disclose such Confidential Information shall be released from the provisions of this Article 9 to the extent necessary to permit such use and disclosures as are authorized by such source.
- (d) It is understood and agreed that, because of the unique nature of the Confidential Information, the Disclosing Party will suffer irreparable harm if the Receiving Party or any of its Representatives breach this MSA, and monetary damages may be difficult to calculate and ascertain and not be a sufficient remedy for any such breach. Accordingly, the Receiving Party hereby acknowledges and agrees that the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief without the necessity of posting a bond or other security (or with the posting of only a nominal bond or other security if a bond or other security is required by applicable law). Such remedy shall not be deemed to be the exclusive remedy for breach of this Article 9 but shall be in addition to all other remedies available at law or in equity to a party.
- (e) Within ten (10) days after being so requested by the Disclosing Party, except to the extent the Receiving Party is advised in writing by legal counsel that complying with such request would be prohibited by law or regulatory authority (provided that such writing shall specifically reference the law or regulatory authority that prohibits the Receiving Party’s compliance with such request and a copy of such writing shall be provided to the Disclosing Party upon request), the Receiving Party will, at its election, return or destroy all Confidential Information. Any

destruction of materials shall be confirmed by the Receiving Party in writing. Any Confidential Information that cannot be returned or destroyed (such as oral Confidential Information) shall remain confidential, subject to the terms of this MSA.

10. INFRINGEMENT OF INTELLECTUAL PROPERTY

IN ADDITION TO THE INDEMNITY OBLIGATIONS UNDER ARTICLE 6, COMPANY SHALL INDEMNIFY, DEFEND AND HOLD THE COTTON INDEMNIFIED PERSONS HARMLESS AGAINST ANY AND ALL CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY BROUGHT AGAINST ANY COTTON INDEMNIFIED PERSON BY ANY THIRD PARTY AS A RESULT OF ANY COTTON INDEMNIFIED PERSON'S USE OF ANY INTELLECTUAL PROPERTY PROVIDED BY OR ON BEHALF OF COMPANY, INCLUDING BUT NOT LIMITED TO ANY PATENTED PROCESSES, COMPOSITIONS, MACHINES OR ARTICLES OF MANUFACTURE. COMPANY SHALL, AT ITS SOLE COST, DEFEND THE COTTON INDEMNIFIED PERSONS AGAINST SUCH CLAIMS PROVIDED THAT EACH COTTON INDEMNIFIED PERSON SHALL AT ALL TIMES HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL OF ITS OWN CHOOSING AT THE SOLE COST OF THE COMPANY AND TO PARTICIPATE IN THE DEFENSE OF ANY ACTION FOR INFRINGEMENT IN WHICH ANY COTTON INDEMNIFIED PERSON MAY BE A DEFENDANT. SHOULD COTTON BE PREVENTED FROM PERFORMING UNDER THIS MSA BY REASON OF LEGAL PROCEEDINGS BASED UPON A CLAIM OF INFRINGEMENT, COMPANY SHALL NOT BE RELIEVED OF ITS OBLIGATION TO MAKE PAYMENT FOR SUCH WORK ALREADY PERFORMED OR ITEMS OF EQUIPMENT, MACHINERY, MATERIALS OR SUPPLIES ALREADY FURNISHED AS A RESULT THEREOF, AS WELL AS FOR ANY OTHER NON-REFUNDABLE EXPENSES ALREADY INCURRED BY COTTON AND ANY DEMOBILIZATION COSTS TO BE INCURRED BY COTTON. THE OBLIGATIONS OF THIS ARTICLE 10 SHALL NOT BE CONSTRUED TO LIMIT OR OTHERWISE NARROW THE OBLIGATIONS OF ARTICLE 6 IN ANY WAY AND SHALL SURVIVE TERMINATION OF THIS MSA AND THE CONTRACT DOCUMENTS.

11. FORCE MAJEURE

- (a) In the event either Party is prevented from performing any of its obligations under this MSA or a Contract Document by Force Majeure, such party's obligations shall be suspended during the period of such Force Majeure; *provided, however*, the provisions of this Article 11 shall not excuse the payment for Work performed or the performance of any other financial obligation under this MSA or a Contract Document.
- (b) Force Majeure shall include, without limitation, acts of God, including extreme or unusual weather events, unavoidable casualties or any cause beyond the control of Cotton or Company, including the requirements of any applicable law.
- (c) The party which is prevented from performing by Force Majeure shall advise the other party immediately of its inability to meet its obligations under this MSA or the Work Order, specifying the cause of the Force Majeure and shall advise the other party when such difficulty ceases.
- (d) When any Work contracted for is halted for more than 30 days by reason of Force Majeure, either Company or Cotton may terminate the Work immediately upon written notice to the other. In such case Company shall owe Cotton only the compensation earned to the time of notice including profit earned thereon, plus demobilization costs and any additional costs provided for in the applicable Contract Documents.

12. ASSIGNMENTS

Neither Party may assign, transfer, or otherwise convey this MSA, in whole or in part, without the prior written consent of the other party, which consent may be withheld for any reason or no reason or arbitrarily; provided, however, that either Party may assign its rights hereunder to any of its subcontractors or its Affiliates and either Party may assign this MSA to its Affiliates. Notwithstanding the above, Cotton may assign this MSA in connection with a merger, consolidation, or similar transaction where Cotton is not the surviving entity, and Cotton may assign this MSA in connection with a sale of all or substantially all of its assets. Company acknowledges and agrees that the engagement of subcontractors by Cotton shall not be deemed an assignment of this MSA, in whole or in part. Any assignment, transfer, or other conveyance made in contravention of this Section 12 shall be void *ab initio*. This MSA and each Contract Document entered into in connection herewith shall inure to and be binding upon the respective successors and assigns of the Parties.

13. DISPUTE RESOLUTION, RULES AND REGULATIONS

- (a) The Parties shall make a good faith effort to first resolve any dispute subject to arbitration by referring such dispute to the senior management of each Party to meet in person. Neither Party may file for arbitration until 30 days have elapsed from the initiation of such good faith efforts, unless either Party determines that delay would likely result in additional damages and/or harm. The time limitation and the referral to senior management requirement set forth in this Section 13 shall not apply to any proceeding instituted for the sole purpose of obtaining emergency injunctive relief, the filing of any lien by a Party, or any proceeding to judicially foreclose upon, or otherwise enforce, any such lien.
- (b) Except as otherwise expressly provided herein, the Parties agree that any dispute (whether arising in contract, warranty, tort, statutory or otherwise), including, but not limited to: (i) any and all controversies, disputes or claims arising under, or relating to, this MSA, and any amendments thereto, any Contract Document, any Work, the Project, or any dealings between Company and Cotton; (ii) any controversy, dispute or claim arising by virtue of any representations, omissions, promises or warranties alleged to have been made by Cotton or Cotton's representatives; and (iii) any personal injury or property damage alleged to have been sustained by Company, shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All such disputes shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees. The Parties agree to work together in good faith to select an arbitrator in Harris County, Texas (to the extent practicable). If the Parties are unable to agree on the appointment of an arbitrator, then the arbitration and the arbitrator selection process shall be conducted by the American Arbitration Association ("AAA") in accordance with its Construction Industry Rules and procedures; provided, however, if there is any conflict between this MSA and such rules or procedures, the provisions of this MSA shall control. If for any reason the AAA is unable or unwilling to conduct the binding arbitration, either party may petition a court of general jurisdiction in the subject county to appoint an arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of an arbitrator shall not constitute a waiver of the right to enforce binding arbitration. Any arbitrator or arbitrators to be selected or appointed shall have at least 15 years construction law experience and shall be qualified by the AAA for the large, complex construction matters.

- (c) The venue of any arbitration brought pursuant to this MSA shall be Harris County, Texas. **NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES, SHALL APPLY IN ALL RESPECTS.**
- (d) In any arbitration proceeding between the Parties: (i) all applicable federal and State of Texas substantive law shall apply; (ii) all applicable claims, causes of action, remedies and defenses that would be available in court shall apply; (iii) if the Claim involves \$5,000,000 or less in potential damages, the proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator; (iv) if the Claim involves over \$5,000,000 in potential damages, the proceeding shall be conducted by a panel of three arbitrators selected by a process designed to ensure the neutrality of the arbitrator; (v) the Parties shall be entitled to conduct reasonable and necessary discovery; (vi) the arbitrator shall render a written award and, if requested by any party, a reasoned award; and (vii) any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court of competent jurisdiction.
- (e) Company and Cotton agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 13 shall survive: (i) the termination of this MSA by either Party; (B) the default of this MSA by either Party; or (ii) substantial completion and payment in full of the total Contract Price. Company and Cotton further agree (1) that any dispute involving Cotton's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Cotton and Company shall have the option to include any other Persons, including subcontractors and/or suppliers involved in the dispute and the Project as parties in the alternative dispute resolution procedures set forth in this MSA.
- (f) If any Party files a proceeding in any court to resolve any Claim, such action shall not constitute a waiver of the right of such Party or a bar to the right of any other Party to seek arbitration of that or any other Claim, and the court shall, upon motion of any party to the proceeding, direct that such Claim be arbitrated in accordance herewith. Inasmuch as this MSA provides for mandatory arbitration of disputes, if any Party commences litigation in violation of this MSA, such Party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of arbitration.
- (g) Notwithstanding the foregoing, Cotton shall not be obligated to arbitrate, and the time limitation and the referral to senior management requirement set forth in Section 13 shall not apply to, any proceeding instituted for the sole purpose of obtaining emergency injunctive relief, any Claims that may arise under or in connection with any non-payment by Company under this MSA or any Contract Document, or in connection with the filing of or foreclosing upon a lien, and Cotton may instead file suit against Company in any state or federal court at Cotton's sole election.
- (h) To the extent that Cotton seeks to foreclose on any lien it files against real property associated with the Work, Cotton may, but is not obligated to, have the validity of the lien determined by the arbitrator(s) but Cotton shall be entitled to file suit to foreclose any lien or part thereof that is determined to be valid. The filing of such lawsuit to foreclose a lien shall not be a violation of this Section 13.
- (i) Each Party and its subcontractors shall comply with all applicable federal, state and local laws, rules and regulations, including, without exception, those pertaining to the use, application or handling of pesticides, plant regulators, defoliants, desiccants or other hazardous or dangerous substances.

- (j) Company acknowledges that hazardous or dangerous substances may be present at the sites where the Work is performed. Company shall properly protect the property of Cotton and others in connection with Cotton's performance of the Work. All solid and liquid wastes, and hazardous substances and materials introduced or generated by Company (including but not limited to paints, solvents, cleaners, fuels, lubricants, waste oils, construction/demolition wastes, etc.) shall be managed and disposed of by Company in full compliance with all applicable laws, statutes, regulations, ordinances and rules. Company shall immediately report all spills, leaks and releases to Cotton, with confirmation to be provided in writing promptly thereafter, and such written report shall include details as to the time, location and type of incident as well as Company's proposal for handling the incident. Any such spill, leak or release shall be handled and disposed of properly and in accordance with all applicable laws and regulations. In the event of any question regarding any spill, leak or release, Company shall confer with Cotton.

14. **NOTICES**

All notices, demands, requests, approvals, or other communications required or permitted under this MSA must be in writing and, unless personal delivery is effected earlier, will be deemed delivered: (a) three business days after deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, on a business day during business hours; or (b) the next business day after delivery to any nationally- recognized overnight delivery service on a business day during business hours for prepaid delivery on the next business day; or (c) on the business day sent, if sent by email prior to 5:00 p.m., central time, provided that confirmation of receipt of such email is requested and received, which confirmation shall be provided reasonably promptly following receipt and if such email is sent at or after 5:00 p.m., central time, such email shall be deemed to have been received on the immediately subsequent business day; in each case addressed as set forth below:

COTTON:

COTTON COMMERCIAL USA, INC.

Attn: Contract Administrator/Legal

840 W. Sam Houston Parkway N., 2nd Floor Houston, Texas 77024

Phone: (877) 511-2692

E-mail: legal@cottonteam.com

COMPANY:

Invoices:

Attn: _____

Address: _____

Phone: _____

Email: _____

All other notices:

Attn: _____

Address: _____

Phone: _____

Email: _____

15. **TERM; TERMINATION; AND CERTAIN REMEDIES**

- (a) This MSA shall continue in full force and effect from the Effective Date through the fifth anniversary of the Effective Date and month to month thereafter. Notwithstanding the foregoing, this MSA may be terminated:
- (i) immediately by either Party if the other Party fails to perform or comply with any of the terms, covenants, agreements or conditions of this MSA requiring the payment of money and such failure continues for more than five business days after written notice thereof from the non-defaulting Party specifying the nature of such default in reasonable detail;

- (ii) immediately by either Party if the other Party breaches any of the terms, covenants, agreements or conditions of Articles 6, 8, 9, or 10 and such breach is not curable, or if such breach is curable, then only if such Party fails to cure such breach within 10 business days from receipt of written notice thereof from the non-defaulting Party specifying the nature of such default in reasonable detail;
 - (iii) immediately by either Party if the other Party fails to perform or comply with any of the terms, covenants, agreements or conditions of this MSA other than those described in Section 15(a)(i) or (ii) and such failure continues for more than 20 business days after written notice thereof from the non-defaulting Party specifying the nature of such default in reasonable detail; or
 - (iv) by either Party upon at least 30 days' prior written notice by such Party to the other Party, except, regardless of whether notice is given, this MSA shall not terminate with respect to Work which has not yet been completed or paid for. Upon the provision of any such notice, all Work shall immediately cease if requested by the notifying Party.
- (b) If Company breaches any of the terms, covenants, agreements or conditions of Section 8(b), then, in addition to any other rights and remedies available to Cotton and subject to any applicable notice requirements and cure rights set forth in Section 15(a)(ii), to the extent not prohibited under applicable law, Company hereby designates and appoints Cotton as true and lawful agent and attorney-in-fact, with full power and authority, for and on behalf of and in the name of Company to communicate with, and execute, acknowledge and deliver any documentation required by, Company's insurance carrier to add Cotton as a loss payee in accordance with Section 8(b) and Company shall be bound thereby as fully and effectively as if Company had personally executed, acknowledged and delivered the same.
 - (c) If this MSA is terminated, Company shall owe Cotton any unpaid compensation earned for Work in process at the time of notice of termination plus the costs incurred to wind down the Work in process and demobilize from the Work site. Company shall allow Cotton 30 days to make a final accounting of the work in process and demobilization costs. Cotton shall submit an invoice to Company within this 30-day period and Company agrees to pay such invoice within 15 days of submission.
 - (d) **The obligations to indemnify, defend, and hold harmless contained in this MSA shall survive the termination or expiration of this MSA and the Contract Documents.**

16. GENERAL PROVISIONS

- (a) The captions and headings used in this MSA are intended for convenience only and shall not be used for purposes of construction or interpretation.
- (b) No waiver by either Party of any one or more defaults by the other Party in the performance of this MSA or any Contract Document shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or a different character. This non-waiver provision may only be waived in writing by the Party waiving its rights.
- (c) It is intended that if any provision of this MSA is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties. In any event, all other provisions of this MSA shall be deemed valid, binding, and still enforceable.
- (d) In the event that either Party commits any material breach of this MSA including, without limitation, any breach of any indemnity obligation, in addition to any other remedy that the aggrieved Party may have at law or in equity, it shall be entitled to recover all costs, including court costs and reasonable, documented, and out of pocket attorneys' fees, incurred in any

proceeding wherein the aggrieved Party seeks redress for such breach.

- (e) This MSA and the attached Exhibits and attachments (as amended from time to time pursuant to this MSA or otherwise), including any Work Order or other Contract Document, constitute the entire agreement between Company and Cotton, and supersedes all prior written or oral negotiations, representation or agreement with respect to the material covered herein; provided, however, that any disputes or claims arising out of or related to the terms of any prior agreements between the Parties that are the subject of current litigation, including any mediation or arbitration, shall be governed by the terms of such prior agreements until such litigation is resolved.
- (f) This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same MSA. Delivery of an executed counterpart of this MSA by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this MSA.
- (g) Company agrees that any Affiliate of Cotton may enter into a Contract Document with Company for the performance of Work, and, in each such instance, the terms of this MSA and such Contract Document shall be deemed to apply to such Affiliate of Cotton as if it were a party hereto, *mutatis mutandis*. Company agrees that the Affiliates of Cotton shall be deemed third-party beneficiaries of this Agreement and shall have the right to enforce its terms.
- (h) Each provision of each Contract Documents shall be construed as if both Parties mutually drafted such Contract Document. No Contract Document may be changed, modified or amended unless such change, modification or amendment is in writing and executed by the Party against which the enforcement of the change, modification or amendment is sought. No action or failure to act by Cotton shall constitute a waiver of a right or duty afforded them under any Contract Document, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. All documents/exhibits referred to in this Contract are an integral part of the Contract and are incorporated by reference.
- (i) Cotton may conduct business, enter into agreements, and perform obligations under the Contract Documents using any of its current or future DBA names. Company acknowledges the disclosure that Cotton operates under certain DBA names and agrees to recognize and accept communications, invoices, and other documents issued by Cotton under any of its DBA names.
- (j) This MSA contains a number of dates and times by which performance, or the exercise of rights is due, and the Parties intend that each and every such date and time be the firm and final date and time, as agreed. For this reason, each Party hereby waives and relinquishes any right it might otherwise have to challenge its failure to meet any performance or rights election date applicable to it on the basis that its late action constitutes substantial performance, to require the other Parties to show prejudice, or on any equitable grounds. Without limiting the foregoing, time is of the essence in this MSA. If the date specified in this Agreement for giving any notice or making any payment is not a business day (or if the period during which any notice is required to be given or any payment made expires on a date which is not a business day), then the date for giving such notice or making such payment (and the expiration date of such period during which notice is required to be given or payment made) shall be the next day which is a business day.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this MSA by their authorized representatives to be effective as of the Effective Date.

COTTON:

COTTON COMMERCIAL USA, INC.

By: _____

Name: _____

Title: _____

COMPANY:

Wichita Falls Independent School District

By: _____

Name: _____

Title: _____

Exhibit "A"
Rate Sheet



Exhibit "A" 2026 Rate Schedule

I. Personnel Labor Rates:

The personnel labor classification("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

<u>A. Classification - Management</u>		<u>Classification Hourly Rates</u>		<u>Classification Hourly Rates</u>
Project Consultant (PCS)		\$150.00	Project Accountant (PA)	\$83.50
Project Coordinator (PC)		\$130.00	Assistant Project Manager (APM)	\$88.00
Project Manager (PM)		\$100.00	Project Administrative (PAA)	\$57.00
Health & Safety Officer (HSO)		\$95.00		
<u>Classification - Restoration</u>				
Drying / Equipment Technician (DET)		\$67.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$115.00
Equipment Operator (EO)		\$90.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$85.00
Restoration Supervisor (RS)		\$73.00	Biohazard, Trauma, Forensic Labor (BTFL)	\$70.00
Resource Coordinator (RC)		\$60.00	Certified Asbestos / Lead Supervisor (AS)	\$80.00
Restoration Technician (RT)		\$59.00	Certified Asbestos Technician / Worker (AT)	\$75.00
General Labor (GLE) - (Experienced with Cotton Operations)		\$48.50	Mold Remediation Worker (MRW)	\$64.00
General Labor (GL)		\$43.00		
<u>Classification - Construction</u>				
Metal Worker / Fabricator (FAB)		\$160.00	Masonry (MAS)	\$68.00
Electrician (E)		\$175.00	Wallcovering Installer (WPR)	\$68.00
Plumber (PLM)		\$165.00	Carpenter - Finish (FNH)	\$68.00
Fire Suppression (FS)		\$165.00	Drywall (D)	\$65.00
HVAC Technician (HVC)		\$155.00	Painter (P)	\$65.00
Welder (WLD)		\$98.50	Carpenter - Rough (FNC)	\$65.00
Roofer (RFG)		\$98.00	Tile Installer (TIL)	\$59.00
Scaffolder (SCF)		\$95.00	Flooring Installer (FCI)	\$59.00
Estimator (EST)		\$130.00	Acoustic Tile Installer (ACT)	\$58.00
Superintendent (SP)		\$79.50	Insulation Technician (INS)	\$52.50
Trade Supervisor (TS)		\$69.00		
Management Fee (Management of Customer Labor Force)		\$4.50 per hour / man		

B. Labor Considerations / Provisions:

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.
2. All holidays recognized by Cotton Commercial USA, Inc. (" Cotton ") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.
3. Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.
4. Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions.
5. Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.
6. The scheduled rates and provisions in Exhibit A (Rate Schedule),take into account Cotton's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, overtime laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.

Customer Initials:_____ Cotton Initials:_____



Exhibit "A" 2026 Rate Schedule

7. Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.

8. Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Cotton will charge the cost plus 30%.

II. EXPENSES / REIMBURSABLE

A. UNSCHEDULED / SPECIALTY WORK:

For any trade or service which Cotton does not provide or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.

B. TRAVEL, LODGING AND PER DIEM

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs ("Incidental Costs") for all workers assigned to the project. All Incidental Costs will be billed at actual cost plus 10% overhead and 10% profit added. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, plus 10% overhead and 10% profit added. Standard Per Diem reimbursement is \$45.00. Due to regional costs, there will be a \$60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

C. FREIGHT / TRANSPORTATION FEE'S

Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus 10% overhead and 10% profit mark-up thereon.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. STATE OF EMERGENCY RESOURCE COORDINATION

Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an areawide event to Customers. Areawide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be five (5%) percent of the total of all labor, equipment, consumables, outside services, and reimbursable (excluding taxes) on each project managed by Cotton for the first sixty (60) days of the event.

F. BACKGROUND CHECKS / TESTING

Cotton shall be reimbursed the cost for any background investigation required of Cotton employees or Cotton subcontractors beyond the background investigation routinely conducted by Cotton. Additionally, Cotton shall be reimbursed the cost for any drug testing of Cotton employees or Cotton subcontractors required to be conducted prior to the commencement of a project.

G. PREMIUM WAGES

Cotton when working in and around high cost-of-living areas including but not limited to New York, New Jersey, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C., and internationally, a 25% premium may be applied if applicable in order to account for the increased costs. This premium will be discussed with client and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.

III. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

Nature of Damage Moisture Saturation

Degree of Char / Soot Residue Mold / Mildew / Infestation Smoke Odor

Deodorization Requirements

Contamination Factors include Debris, Sewage, and/or Hazardous Materials Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.



EXHIBIT A
Rate Schedule (cont.)

Equipment

<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>	<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
Air Blower, Industrial High CFM	Ea	\$85.00	HVAC Video Inspection System	Ea	\$255.00
Air Compressor	Ea	\$75.00	Hard Panel Containment System	Ft	\$9.00
Air Conditioner - 1 - 2 ton - Portable	Ea	\$275.00	Heater - Portable Electric - Small 110V	Ea	\$75.00
Air Conditioner - 20 - 30 ton	Ea	\$1,250.00	Hydroxyl / Ozone Deodorization Machine	Ea	\$200.00
Air Mover / Axial Fan	Ea	\$35.00	Injection Drying System	Ea	\$275.00
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	\$125.00	Ladder(Less than 12')	Ea	\$9.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	\$145.00	Ladder(Greater or Equal to 12')	Ea	\$26.50
Barricade Fencing (One Time Charge)	Ft	\$1.25	Light, Demo / Drop / Stand / String	Ea	\$35.00
Blower (Gas Powered)	Ea	\$38.00	Light, Tower	Ea	\$200.00
Cart, Tilt / Demolition	Ea	\$30.00	Lumber - 2" x 4" (One Time Charge)	Ft	\$1.25
Chainsaw	Ea	\$52.00	Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Char	Ea	\$55.50
Dehumidifier Refrigerant - LG (<125 ppd)	Ea	\$135.00	Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Char	Ea	\$84.00
Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	\$165.00	Manometer, Recording Differential Pressure	Ea	\$95.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	\$185.00	Mobile Containment Cube (HEPA Filtered)	Ea	\$225.00
Desiccant Dehumidifier 150-499 CFM	Ea	\$280.00	Moisture Survey - IR Camera	Ea	\$130.00
Desiccant Dehumidifier 500-999 CFM	Ea	\$435.00	Moisture Survey - Moisture Meter	Ea	\$29.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	\$1,125.00	Offsite Disposal Fee	Ea	\$135.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	\$1,350.00	PPE Package A (3 or less)	Ea	\$9.50
Desiccant Dehumidifier 4500-6000 CFM	Ea	\$1,650.00	PPE Package B (4 or more)	Ea	\$15.50
Desiccant Dehumidifier 6001-9999 CFM	Ea	\$2,050.00	Particle Counter	Ea	\$225.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	\$2,550.00	Pump, Sump (2" or less Electric)	Ea	\$35.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	\$3,850.00	Pump, Trash (3" or Less)	Ea	\$95.00
Electrical - 100 Amp Distro Panel	Ea	\$125.00	Pump, Submersible (3" Electric)	Ea	\$248.00
Electrical - 200 Amp Distro Panel	Ea	\$180.00	Radio, 2 way – Job site comm.	Ea	\$24.00
Electrical - 50 Amp Spider Box	Ea	\$75.00	Respirator Protection (Half/Full Face)	Ea	\$25.00
Electrical - 50' #2 Banded 5-Wire cable	Ea	\$60.00	Respirator Protection (PAPR/SCBA)	Ea	\$85.00
Electrical - 50' 4/0 Cable 480V	Ea	\$57.00	Saw - Kett (Includes Blades)	Ea	\$55.00
Electrical - 50' Spider box cable	Ea	\$55.00	Scaffolding - Baker's 6'	Ea	\$45.00
Extension Poles (Pair)	Ea	\$15.00	Shower Kit for Decontamination Chamber	Ea	\$135.00
Extraction Unit (Carpet Cleaning)	Ea	\$200.00	Sprayer, Airless	Ea	\$175.00
Extraction Unit (Electric)	Ea	\$180.00	Sprayer, Electrostatic	Ea	\$165.00
Extraction Unit (Gas Powered)	Hr	\$295.00	Sprayer, Pump	Ea	\$8.00
Extraction Unit, Portable (Gas Powered)	Ea	\$325.00	Trailer - Command / Office	Ea	\$650.00
Eye Wash Station	Ea	\$28.00	Trailer - Flatbed, Cargo	Ea	\$195.00
Fall Protection (harness w/lanyard and life line, excludes pulley)	Ea	\$29.00	Trailer - Fuel (refueling trailer)	Ea	\$375.00
Filter, Secondary HEPA Diffusers	Ea	\$50.00	Trash Can	Ea	\$8.50
Flex Duct (Includes T's and Y's)	Ft	\$1.00	Truck - Box Truck	Ea	\$210.00
Floor Buffer	Ea	\$75.00	Truck - Pickup (3/4 Ton)	Ea	\$120.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	\$265.00	Truck - Pulling/Tractor	Ea	\$305.00
Fogger, Thermal (Gas Powered)	Ea	\$95.00	Utility Terrain Vehicle - (UTV)	Ea	\$185.00
Fogger, ULV / Thermal (Electric)	Ea	\$30.00	Vacuum, Anti-Static	Ea	\$105.00
Four Gas Meter	Ea	\$79.50	Vacuum, HEPA	Ea	\$95.00
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	\$90.00	Vacuum, Wet/Dry	Ea	\$25.00
Furniture Blanket	Ea	\$8.00	Van, Cargo/Passenger	Ea	\$170.00
Gang Box(Misc. Power Tools)	Ea	\$67.50	Vehicle, Truck/Car	Ea	\$130.00
Generator (less than 10 kw)	Ea	\$175.00	Washer, High Pressure (Cold)	Ea	\$125.00
Generator 60 - 65 kw	Ea	\$535.00	Washer, High Pressure (Hot)	Ea	\$205.00
HVAC Cleaning System (Portable)	Ea	\$425.00	Washer, Trailer Mounted	Ea	\$450.00

Equipment Rental Considerations:

1. Unscheduled Rental Equipment

For equipment not listed that is rented for the project by Cotton the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.

2. Unscheduled Purchased Equipment

If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.

3. If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.

4. Scheduled Rental Equipment

Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate plus 10% overhead and 10% profit. Listed equipment rates shall apply whether company owned or procured through a third party.

5. Cotton Supplied Small Tools Charge

A "Small Tools" charge of 3.5% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee(Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.

6. PPE Package Items

Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

7. Weekly Rental Rates - Equipment

Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).

8. Cotton will charge an offsite debris disposal fee of, at minimum, \$135.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.

9. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.



Exhibit A
Rate Schedule (cont.)

Consumables

Chemical / Material Description

<u>Chemical / Material Description</u>	<u>Unit</u>	<u>Rate</u>
Alcohol, Isopropyl	Gal	\$ 55.21
Bags, Trash	RI	\$ 35.93
Bags, Trash Environmental - 6ml	RI	\$ 184.03
Boot / Shoe Covers	Pr	\$ 1.75
Box, Book / Freeze Dry	Ea	\$ 4.22
Box, Dish Pack	Ea	\$ 8.12
Box, Picture	Ea	\$ 18.60
Box, Wardrobe	Ea	\$ 42.00
Brown Paper	RI	\$ 114.75
Brush, Grout	Ea	\$ 2.38
Brush, Long Handle / Scrub	Ea	\$ 14.07
Brush, Wire	Ea	\$ 5.41
Carpet mask 36" x 500'	RI	\$ 264.13
Carpet, Cleaner / Deodorizer	Gal	\$ 25.98
Carpet, Defoamer	Gal	\$ 86.60
Cleaner, Glass	Gal	\$ 19.49
Cleaner, Glass Spray	Ea	\$ 10.85
Cleaner, HVAC Coil	Gal	\$ 97.43
Containment Boom	Ea	\$ 46.00
Degreaser, Heavy Duty	Gal	\$ 67.12
Degreaser, Light Duty	Gal	\$ 32.93
Deodorizing Gel / Block	Ea	\$ 80.11
Deodorizing Liquid	Gal	\$ 86.60
Deodorizing Odor Crystals	Gal	\$ 112.58
Disinfectant / Biocide / Sporicide	Gal	\$ 74.95
Disinfectant / Biocide Tablet	Ea	\$ 1.90
Disinfectant / Bleach	Gal	\$ 13.53
Disposable Decontamination Chamber (Per room)	Ea	\$ 212.89
Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Dust Mask	Ea	\$ 5.41
Filter, Dehumidifier	Ea	\$ 16.45
Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.33
Filter, Pleated for Neg Air Machine	Ea	\$ 24.36
Filter, Charcoal for Neg Air Machine	Ea	\$ 34.64
Filter, HEPA for Neg Air Machine	Ea	\$ 335.83
Filter, Pre for HVAC Negative Air Machine	Ea	\$ 27.93
Filter, Cube(Secondary) for HVAC Negative Air Machine	Ea	\$ 68.20
Filter, Collection bag for HEPA Vacuum	Ea	\$ 12.99
Filter, Pre Filter for HEPA Vacuum	Ea	\$ 19.49
Filter, HEPA for Hepa Vacuum	Ea	\$ 442.38
Filter, Rolled Material	Sf	\$ 3.22
Floor Protectant, Ram Board	RI	\$ 119.08
Floor Stripper	Gal	\$ 69.28
Floor Wax	Gal	\$ 80.11
Furniture Blocks	Bx	\$ 151.55
Furniture Pads	Bx	\$ 184.03
Furniture Polish	Ea	\$ 14.43
Gloves, Cut Resistant	Pr	\$ 14.51
Gloves, Surgical Latex / Nitrile	Bx	\$ 30.64

Material Description

<u>Material Description</u>	<u>Unit</u>	<u>Rate</u>
Gloves, Work / Rubber / Leather	Pr	\$ 4.87
Ice Melt - Granular	Lb	\$ 1.50
Inventory Tags	Bx	\$ 46.55
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 75.68
Lubricant, Long Term Preserver - Heavy	Gal	\$ 64.10
Lubricant, Preserver - Light	Gal	\$ 51.61
Mop Heads	Ea	\$ 8.40
Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Pads, Floor Buffer - Round	Ea	\$ 10.85
Painters Plastic	RI	\$ 55.00
Plastic FR Sheetting - Cordek	Ea	\$ 75.78
Plastic Sheetting (20' x 100') - 6 mil FR	RI	\$ 258.98
Plastic Sheetting (20' x 100') 4 mil	RI	\$ 119.08
Poly Hangers	Ea	\$ 6.93
Precut Sheet Metal up to 24" x 24"	Ea	\$ 45.42
Remover - Carpet / Mastic	Gal	\$ 36.81
Remover - Goof Off	Ea	\$ 98.20
Respirator Cartridge	Ea	\$ 22.73
Scrub Pads / Sponge	Ea	\$ 3.50
Sealant - Encapsulant, Antifungal	Gal	\$ 166.71
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67
Sealant - Encapsulant, Duct	Gal	\$ 95.26
Sealant - Encapsulant, Odor	Gal	\$ 88.77
Sleeves, Cut Resistant	Pr	\$ 23.82
Sponges, Soot Removal	Ea	\$ 5.95
Spray Adhesive	Ea	\$ 10.10
Spray Bottle w/ Trigger	Ea	\$ 5.41
Stainless Steel Cleaner	Ea	\$ 21.14
Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.60
Tape, Asbestos(Danger)	RI	\$ 25.00
Tape, Blue / painters	RI	\$ 15.16
Tape, Box (Brown)	RI	\$ 17.14
Tape, Box (Clear)	RI	\$ 7.67
Tape, Caution	RI	\$ 19.49
Tape, Double Sided (Containment)	RI	\$ 34.64
Tape, Duct(Grey/White)	RI	\$ 11.91
Tape, Duct(Teal)	RI	\$ 17.32
Tape, HVAC (Aluminum)	RI	\$ 60.62
Tape, Preservation	RI	\$ 30.31
Tarps	Sf	\$ 0.26
Thermo Fog	Gal	\$ 192.69
Tyvek Suits - Chemical / Forensic	Ea	\$ 23.60
Tyvek Suits - General / Mold / Dust	Ea	\$ 11.26
Wipes, Cotton Cloth	Lb	\$ 5.45
Wipes, Lint Free / Anti Static	Pkg	\$ 36.81
Wipes, Microfiber (25 Wipes)	Pkg	\$ 35.18
Wood Cream	Qt	\$ 35.00
Wrap, Bubble / Anti Static(Large)	RI	\$ 107.32
Wrap, Bubble / Anti Static(Small)	RI	\$ 281.45
Wrap, Shrink	RI	\$ 54.13
Zippers	Ea	\$ 13.53

Material Rate Considerations:

1. Unscheduled Materials

For materials not listed above, that are purchased for the project by Cotton, the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.

2. The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.

3. Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.

EXHIBIT "B"

SERVICE WORK ORDER

SERVICE WORK ORDER NO. _____

This Service Work Order No. _____ is made and entered into effective this the _____ day of _____ 202__ by and between Cotton Commercial USA, Inc. (hereinafter referred to as "Cotton") and _____, ("Company") pursuant to the terms and conditions of that certain Master Service Agreement dated effective as of _____, as heretofore amended or otherwise modified (as so amended and otherwise modified, the "MSA").

1. PROJECT DESCRIPTION

The Project is initially described as follows:

2. COMPENSATION

(a) Initial Contract Price:

(b) Initial Deposit and Payment Date:

3. REPRESENTATIVES

The following technical representatives are designated by Cotton and Company for communications regarding this Service Work Order:

Cotton:

Name: _____

Title: _____

Cell Phone: _____

Email: _____

Company:

Name: _____

Title: _____

Cell Phone: _____

Email: _____

4. **MSA.**

This Service Work Order is made subject to the terms and provisions of the MSA, which terms and provisions are hereby incorporated by reference into this Service Work Order for all purposes. Capitalized terms used in this Service Work Order but not defined herein shall have the meanings assigned to such terms in the MSA.

5. **ENTIRE AGREEMENT**

Any Work provided for in this Service Work Order which was performed or caused to be performed by Cotton prior to the effective date of this Service Work Order and not under any other Work Order shall be deemed to have been performed under this Service Work Order. The Service Work Order, inclusive of the MSA, constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings relating thereto.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Service Work Order by their authorized representatives to be effective as of the date first set forth above.

COTTON:

COMPANY:

Cotton Commercial USA, Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT "C"

ADDITIONAL TERMS AND CONDITIONS REGARDING TEMPORARY ROOFING WORK

1. General Contractor Status. **COTTON IS A GENERAL CONTRACTOR TO OWNER ON THIS JOB.**
2. Disclaimer of Representations and Warranties. **A TEMPORARY ROOF IS INTENDED AS A TEMPORARY SOLUTION TO MITIGATE AGAINST DAMAGE CAUSED BY WATER AND OTHER ELEMENTS UNTIL A PERMANENT SOLUTION CAN BE INSTALLED. COTTON DOES NOT REPRESENT OR WARRANT THAT THE INSTALLATION OF A TEMPORARY ROOF WILL PREVENT THE INFILTRATION OF WATER OR OTHER ELEMENTS. COTTON IS NOT RESPONSIBLE FOR DAMAGE RESULTING FROM THE INFILTRATION OF WATER AND OTHER ELEMENTS BEFORE, DURING OR AFTER INSTALLATION.**
3. Asbestos and Toxic Materials. This Contract is based upon the Work not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the Work. Cotton is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Cotton shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the Property.
4. Access to Roof. Cotton shall be provided with direct access to the roof of the Property. Cotton shall not be required to begin Work until underlying areas of the Property on which Work is to be performed are free from dirt, water, or debris in order to allow continuous full operation until Work completion. The expense of any extra trips by Cotton to and from the Property as a result of the Property not being ready for Work after Cotton has been notified to proceed will constitute part of the Contract Price.
5. Deposit. Company shall pay the Deposit no later than three days after accepting the Contract.
6. Site Conditions. Cotton shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Cotton. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Cotton to perform the Work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the Work from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the Property.
7. Disclaimer. Cotton disclaims all Claims pertaining to mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of mold, whether those Claims are based on the acts or omissions of Cotton or individuals or entities under Cotton's control. The Company is solely liable and responsible for all Claims caused by mold and incurred by Company, Cotton or Third Parties.
8. Electrical Conduit. The Contract Price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified in the corresponding Service Work Order. Company will indemnify, defend, and hold the Cotton Indemnified Persons harmless from any and all Claims arising out of the presence of electrical conduit, and Company shall render the conduit harmless so as to avoid injury to Cotton's personnel, and any additional expense to Cotton resulting from the presence of such materials shall constitute part of the Contract Price.
9. Protection of Work. Company acknowledges that the Work may cause disturbance or dust to fall into the interior of structures located on the Property. Company agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Cotton shall not be responsible for disturbance, damage, clean-up or loss to interior property that Company did not remove or protect prior to commencement of the Work.

10. No Warranty. Company acknowledges and agrees that the installation of a temporary roof is intended as a temporary solution to mitigate against damage caused by water and other elements until a permanent solution can be installed. **CONSEQUENTLY, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED FOR ANY OF THE WARRANTIES FROM ANY SUBCONTRACTOR TO COMPANY.**

11. Sealed Attic Liability Exclusion. Cotton disclaims liability for any Claims arising out of or relating to combining a sealed attic system with spray foam insulation or a self-adhered underlayment, and Company agrees to indemnify, defend, and hold the Cotton Indemnified Persons harmless from any and all Claims arising out of said condition(s).

12. Existing Warranties. Company acknowledges that the Work may impair or void manufacturer warranties (if any) providing coverage in connection with Company's existing roof. Company acknowledges and agrees that Cotton shall have no liability to Company for any Claims arising out of any impairment or voiding of any existing warranties as a result of the Work.

13. Damages and Delays. Cotton will not be responsible for damage done to Cotton's work by others. Any repairing of the same by Cotton will be charged at regular scheduled rates over and above the amount of this Contract. Cotton shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Work. Cotton shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Cotton's time for performance under this contract shall be extended for a time sufficient to permit completion of the Work. Cotton and Company agree to allocate certain risks so that, to the fullest extent not prohibited by law, Cotton's total aggregate liability to Company is limited to the dollar amount of the Contract for any and all Claims arising out of or relating to this Contract.

14. Company Protection of Property. Due to the nature of the Work to be done at Company's request, the Company takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, or appurtenances at the job location. Cotton is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the Work or any damage caused by dust or debris caused by the Work.

EXHIBIT "1"

INSURANCE REQUIREMENTS

Each Party shall, at its sole cost and expense, maintain in effect at all times during the full term of its Work insurance coverage with limits not less than set forth below:

➤ COMMERCIAL GENERAL LIABILITY-COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence

➤ BUSINESS AUTOMOBILE LIABILITY - \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability.

➤ WORKERS COMPENSATION-Statutory Limits

Employers Liability -	\$500,000 Each Accident
	\$500,000 Each Employee or Disease
	\$500,000 Policy Limit for Disease

➤ UMBRELLA(EXCESS) INSURANCE:

Bodily Injury and Property Damages - \$2,000,000 per occurrence and in aggregate

The Umbrella (excess) Policy shall provide coverage that is as broad as the primary policy and the limits shall be in addition to those provided by the coverage's required above on the Commercial General Liability, Business automobile & Employers Liability.

LOCATIONS

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT “3”
CERTAIN DEFINED TERMS

1. “**Affiliate**” means, with respect to any Person, a Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, with control in such context meaning the ability, whether or not exercised, to direct the management or policies of a Person through ownership of voting shares or other securities, pursuant to a written agreement, or otherwise.
2. “**Contract Documents**” means the general conditions, plans, drawings, specifications, addenda, Work Orders that relate to the Work or are incorporated by reference, in each case, including any exhibits attached thereto and amendments thereof.
3. “**Indemnified Person**” means a Company Indemnified Person or a Cotton Indemnified Person, as applicable.
4. “**Person**” means any individual, corporation, partnership, limited liability company, trust, estate, governmental authority, or any other entity.
5. “**Prime Interest Rate**” shall mean the lesser of: (i) the highest interest rate permitted by applicable law and (ii) the prime rate of interest published in the "Money Rates" section of The Wall Street Journal (or any successor publication) on the first business day of each calendar month. In the event that such publication is discontinued, the prime rate of interest shall be determined by any comparable publicly available financial news source as mutually agreed upon by the Parties. If, for any reason, the interest rate provided for in the MSA exceeds the maximum rate allowed by applicable law, “Prime Interest Rate” shall be deemed to mean the maximum interest rate permitted by applicable law.
6. “**Project**” means a project identified in a Work Order and any subsequent agreed and written changes thereto.
7. “**Work Order**” means (i) a fully executed Service Work Order, (ii) a Company P.O. and related Acknowledgment signed by Cotton, and (iii) a Work Authorization in connection with which Cotton commences Work, including any Service Work Orders issued in accordance with Section 4(b).

WICHITA FALLS ISD BOARD OF TRUSTEES
August 17, 2026

Agenda Item:	Junior FFA extracurricular		
Administrator Responsible:	Dr. Cody Blair, Executive Director of Secondary Schools		
Attachments:	No Attachment		
<u> X </u> Action Needed<u> </u> Future Action<u> </u> Presentation<u> </u> Report			

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the proposed agenda item as submitted by Dr. Cody Blair, Executive Director of Secondary Schools, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

This resolution recognizes a junior FFA member as eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities. Participation by junior FFA members under provisions of this resolution is subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by the WFISD Board of Trustees and designated officials of WFISD whose rulings shall be final. WFISD requests the FFA teacher advisors to be considered teachers of record to allow for students to be considered “in attendance” when participating in off campus activities with an FFA teacher advisor.

Fiscal Note:

None

WICHITA FALLS ISD BOARD OF TRUSTEES
August 17, 2026

Agenda Item:	TASB Recommended Policy Update 127 – 2 nd Reading (LEGAL) Policies (LOCAL) Policies (See attached list)
Administrator Responsible:	Dr. Cody Blair, Executive Director of Secondary Schools
Attachments:	Annotated policies for review
☒ Action Needed ☐ Future Action ☐ Presentation ☐ Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees add, revise or delete (LOCAL) policies as offered by TASB Policy Service for consideration and according to the Instruction Sheet for TASB Localized Policy Manual Update 127 with the following changes as submitted by Dr. Cody Blair, Executive Director of Secondary Schools, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Update 127 includes revisions to legal policies based on legislative, regulatory and special session changes. Update 127 includes changes to local policy to address several remaining laws or changes to the Administrative Code. All referenced bills have already gone into effect unless otherwise noted.

Fiscal Note:

None

LOCAL Policy Action List Update 127

BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL

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

DC(LOCAL): EMPLOYMENT PRACTICES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

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

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.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

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. \[See EMB\]](#)

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

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.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

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.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

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.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

	law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.
<i>Protection from Retaliation</i>	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.

EMPLOYMENT PRACTICES

DC
(LOCAL)

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.
Posting 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 may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel. The Board may authorize the Superintendent or designee to offer a designated number of contracts for approved positions to highly qualified individuals prior to Board review. Such contracts shall be conditional upon verification of the applicants' qualifications and final Board action. [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]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district, district of innovation, open-enrollment charter school, or other charter entity 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.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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~~)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**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, 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

In accordance with administrative regulations (employee handbook), 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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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, or knowingly allow others to 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.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**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.

**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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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 and the human resources administration 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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- 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.

PERSONNEL POSITIONS

DP
(LOCAL)

**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.~~

PERSONNEL POSITIONS
PRINCIPALS

DPA
(LOCAL)

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.

PERSONNEL POSITIONS
OTHER PERSONNEL POSITIONS

DPB
(LOCAL)

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.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

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.~~ **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.]

WICHITA FALLS ISD BOARD OF TRUSTEES
August 17, 2026

Agenda Item:	Applicant Pool
Administrator Responsible:	Jennifer Spurgers, Director of Human Resources
Attachments:	Applicant Pool
<u> X </u> Action Needed <u> </u> Future Action <u> </u> Presentation <u> </u> Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the proposed applicant pool as submitted by Jennifer Spurgers, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.