Agenda of Regular Meeting

The Board of Trustees
Florence Independent School District

A Regular Meeting of the Board of Trustees of Florence Independent School District will be held May 18, 2026, beginning at 7:00 PM in the Florence High School, 401 FM 970, Florence, Texas 76527.

Videoconference Notice: A quorum of the Board of Trustees will be physically present at the Florence High School Library, 401 FM 970, Florence, Texas 76527, and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127 if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

In accordance with the Texas Open Meetings Act, the board may enter into closed session at any time during deliberations pursuant to TOMA Governance Code Sections.

551.071	(consultation with attorney):
551.072	(deliberation regarding real property):
551.073	(deliberation regarding prospective gift):
551.074	(personnel matters):
551.076	(deliberation regarding security devices):
551.082	(discipline of student or complaints against employees):
551.083	(consultation with representative of employee group): and
551.084	(excluding witnesses from board investigation):

When appropriate the board may provide a brief clarification of board actions (not exceeding five minutes) immediately prior to closed session and/or prior to adjournment.

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

I. **Call to Order**
II. **Pledges of Allegiance**
Presenter: Pete Burson
II.A. United States Pledge
II.B. Texas Pledge
III. **Invocation**
Presenter: Jason Earp
IV. Recognitions

IV.A. Student Recognitions
Presenter: Rick Kirkpatrick

IV.B. Teacher of the Month
Presenter: Rick Kirkpatrick/Dr. Kelly Avritt

IV.C. Recognition of FISD Board of Trustees Outgoing Board Member Jeff Stone
Presenter: Rick Kirkpatrick/Dr. Kelly Avritt

V. **Public Comment**

VI. **Superintendent Report**

VI.A. Administer the Statement of Elected Officer and Oath of Office to the Newly Elected Members of the Board of Trustees
Presenter: Doree Robinson

VI.B. Graduation Information
Presenter: Dr. Russell Porterfield

VI.C. 2026-2027 Preliminary Budget Report
Presenter: Rick Kirkpatrick/Eric Banfield

VI.D. Gifted and Talented Report
Presenter: Dr. Kelly Avritt

VI.E. TRS Active Care Rates for the 2026-2027 School Year
Presenter: Rick Kirkpatrick

VII. **Consent Agenda: Consideration, Discussion and Appropriate Action**

VII.A. Minutes of April 20, 2025

VII.B. FMS Band Hall and Practice Room Renovation — Jamail & Smith Construction — TIPS Contract #25050402 - $149,127.00
Presenter: Rick Kirkpatrick

VIII. **Items Brought Down from Other Agenda Sections for Discussion and Appropriate Action**

IX. **Regular Business: Consideration, Discussion and Appropriate Action**

IX.A. Consideration and Possible Action to Elect Officers for the Florence ISD Board of Trustees
Presenter: Rick Kirkpatrick/Ed Navarette

IX.B. Consideration and Possible Action to Approve a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly
Presenter: Rick Kirkpatrick

IX.C. Consideration and Possible Action to Nominate a Trustee from the FISD Board of Trustees for the Region 13, Position B Seat on the TASB (Texas Association of School Boards) Board
Presenter: Rick Kirkpatrick

IX.D. Consideration and Possible Action to Approve a Resolution Suspending Board Policy CV(LOCAL)
Presenter: Rick Kirkpatrick

IX.E. Consideration and Possible Action to Approve a Job Order Contract (JOC) with Centrix Energy Partner (TIPS Contract #25010402)
Presenter: Rick Kirkpatrick

IX.F. Consideration and Possible Action to Approve Budget Amendment Number 3

Presenter: Eric Banfield

IX.G. Consideration and Possible Action to Approve the Certification of Instructional Materials for 2026-2027.
Presenter: Dr. Kelly Avritt

IX.H. Consideration and Possible Action to Approve the Purchase of Library Books
Presenter: Dr. Kelly Avritt

IX.I. Consideration and Possible Action to Approve Revisions to Policy EIF(LOCAL)
Presenter: Rick Kirkpatrick/Dr. Russell Porterfield

IX.J. Consideration and Possible Action to Approve the Summer 2026 Work Schedule
Presenter: Rick Kirkpatrick

X. **Executive Session**

XI. **Action Taken from Closed Session**

XII. **Items for Future Board Meetings**

XIII. **Reports (no board action required)**

XIII.A. Finance Reports

XIII.B. Enrollment/Attendance Report

XIII.C. Library Books Proposed for Future Purchase

XIII.D. Campus Reports

XIII.E. Resignations/New Hires

XIV. **Adjournment**

Taxpayer Impact Statement

(Pursuant to Texas Government Code 551.043(c)(2))

Fiscal Year (Tax Year)*	Median-Valued Homestead**	Tax Rate per $100 of Value	Estimated School Property Tax Bill
FY 2025-2026 (TY 2025)	**$ 266,587**	**$ 1.0182**	**$ 2,618.22**
FY 2026-2027 (TY 2026)	**$ 263,921**	**$ 1.0182**	**$ 2,592.04**

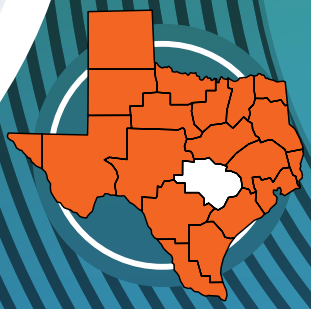
TRS ACTIVECARE
TEACHER RETIREMENT SYSTEM OF TEXAS

TRS-ActiveCare
PLAN HIGHLIGHTS 2025-26









TRS-ActiveCare
REGION 13

LEARN THE TERMS

- **PREMIUM:** The monthly amount you pay for health care coverage.
- **DEDUCTIBLE:** The annual amount for medical expenses you're responsible to pay before your plan begins to pay.
- **COPAY:** The set amount you pay for a covered service at the time you receive it. The amount can vary based on the service.
- **COINSURANCE:** The portion you're required to pay for services after you meet your deductible. It's often a specified percentage of the costs; e.g., you pay 20% while the health care plan pays 80%.
- **OUT-OF-POCKET MAXIMUM:** The maximum amount you pay each year for medical costs. After reaching the out-of-pocket maximum, the plan pays 100% of allowable charges for covered services.

765394.0225

2025-26 TRS-ActiveCare Plan Highlights Sept. 1, 2025 – Aug. 31, 2026

TRS ActiveCare
TEACHER RETIREMENT SYSTEM OF TEXAS

How to Calculate Your Monthly Premium

Total Monthly Premium
− Your Employer Contribution

= Your Premium

Ask your Benefits Administrator for your district's specific premiums.

Being Healthy is Easy

- $0 preventive care
- One-on-one health coaches
- Weight loss programs and nutrition
- TRS Virtual Health
- Mental health benefits
- Member Rewards that now include rewards (up to $599 per year) for selecting top-performing providers and facilities
- No-cost, in-home virtual physical therapy to relieve common aches and pains with Airrosti Remote Recovery*

* No-cost after deductible is met for the TRS-ActiveCare HD plan

See the benefits guide for more details.

Primary Plans & Mental Health

- Both TRS-ActiveCare Primary and TRS-ActiveCare Primary+ offer $0 virtual mental health visits with Teladoc.

All TRS-ActiveCare participants have **three plan options**. Each includes a wide range of wellness benefits.

	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD
Plan Summary	• Lowest premium of all three plans • Copays for doctor visits before you meet your deductible • Statewide network • Primary Care Provider referrals required to see specialists • Not compatible with a Health Savings Account • No out-of-network coverage	• Lower deductible than the HD and Primary plans • Copays for many services and drugs • Higher premium • Statewide network • Primary Care Provider referrals required to see specialists • Not compatible with a Health Savings Account • No out-of-network coverage	• Compatible with a Health Savings Account • Nationwide network with out-of-network coverage • No requirement for Primary Care Providers or referrals • Must meet your deductible before plan pays for non-preventive care

Monthly Premiums	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	$484			$568			$500		
Employee and Spouse	$1,307			$1,477			$1,350		
Employee and Children	$823			$966			$850		
Employee and Family	$1,646			$1,875			$1,700		

Plan Features				
Type of Coverage	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Individual/Family Deductible	$2,500/$5,000	$1,200/$2,400	$3,300/$6,600	$6,600/$13,200
Coinsurance	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible
Individual/Family Maximum Out of Pocket	$8,050/$16,100	$6,900/$13,800	$8,300/$16,600	$20,500/$41,000
Network	Statewide Network	Statewide Network	Nationwide Network	
PCP Required	Yes	Yes	No	

Doctor Visits				
Primary Care	$30 copay	$15 copay	You pay 30% after deductible	You pay 50% after deductible
Specialist	$70 copay	$70 copay	You pay 30% after deductible	You pay 50% after deductible

Immediate Care				
Urgent Care	$50 copay	$50 copay	You pay 30% after deductible	You pay 50% after deductible
Emergency Care	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	
TRS Virtual Health-RediMD™	$0 per medical consultation	$0 per medical consultation	$30 per medical consultation	
TRS Virtual Health-Teladoc®	$12 per medical consultation	$12 per medical consultation	$42 per medical consultation	

Prescription Drugs				
Drug Deductible	Integrated with medical	$200 deductible per participant (brand drugs only)	Integrated with medical	
Generics (31-Day Supply/90-Day Supply)	$15/$45 copay; $0 copay for certain generics	$15/$45 copay	You pay 20% after deductible; $0 coinsurance for certain generics	
Preferred (Max does not apply if brand is selected and generic is available)	You pay 30% after deductible	You pay 25% after deductible ($100 max)/ You pay 25% after deductible ($265 max)	You pay 25% after deductible	
Non-preferred	You pay 50% after deductible	You pay 50% after deductible	You pay 50% after deductible	
Specialty (31-Day Max)	$0 if SaveOnSP eligible; You pay 30% after deductible	$0 if SaveOnSP eligible; You pay 30% after deductible	You pay 20% after deductible	
Insulin Out-of-Pocket Costs	$25 copay for 31-day supply; $75 for 61-90 day supply	$25 copay for 31-day supply; $75 for 61-90 day supply	You pay 25% after deductible	

This plan is closed and not accepting new enrollees. If you're currently enrolled in TRS-ActiveCare 2, you can remain in this plan.

TRS-ActiveCare 2
• Closed to new enrollees • Current enrollees can choose to stay in plan • Lower deductible • Copays for many services and drugs • Nationwide network with out-of-network coverage • No requirement for Primary Care Providers or referrals

Total Premium	Employer Contribution	Your Premium
$1,013		
$2,402		
$1,507		
$2,841		

In-Network	Out-of-Network
$1,000/$3,000	$2,000/$6,000
You pay 20% after deductible	You pay 40% after deductible
$7,900/$15,800	$23,700/$47,400
Nationwide Network	
No	

$30 copay	You pay 40% after deductible
$70 copay	You pay 40% after deductible

$50 copay	You pay 40% after deductible
You pay a $250 copay plus 20% after deductible	
$0 per medical consultation	
$12 per medical consultation	

$200 brand deductible
$20/$45 copay
You pay 25% after deductible ($40 min/$80 max)/ You pay 25% after deductible ($105 min/$210 max)
You pay 50% after deductible ($100 min/$200 max)/ You pay 50% after deductible ($215 min/$430 max)
$0 if SaveOnSP eligible; You pay 30% after deductible ($200 min/$900 max)/ No 90-day supply of specialty medications
$25 copay for 31-day supply; $75 for 61-90 day supply

Compare Prices for Common Medical Services

REMEMBER: Call a Personal Health Guide 24/7 to help you find the best price for a medical service. Reach them at **1-866-355-5999**.

Benefit	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD		TRS-ActiveCare 2	
	In-Network Only	In-Network Only	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic Labs**	Office/Independent Lab: You pay $0 Outpatient: You pay 30% after deductible	Office/Independent Lab: You pay $0 Outpatient: You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	Office/Independent Lab: You pay $0 Outpatient: You pay 20% after deductible	You pay 40% after deductible
High-Tech Radiology	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible + $100 copay per procedure	You pay 40% after deductible + $100 copay per procedure
Outpatient Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible ($150 facility copay per incident)	You pay 40% after deductible ($150 facility copay per incident)
Inpatient Hospital Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible ($500 facility per day maximum)	You pay 20% after deductible ($150 facility copay per day)	You pay 40% after deductible ($500 facility copay per incident)
Freestanding Emergency Room	You pay $500 copay + 30% after deductible	You pay $500 copay + 20% after deductible	You pay $500 copay + 30% after deductible	You pay $500 copay + 50% after deductible	You pay $500 copay + 20% after deductible	You pay $500 copay + 40% after deductible
Bariatric Surgery	Facility: You pay 30% after deductible Professional Services: You pay $5,000 copay + 30% after deductible Only covered if rendered at a BDC+ facility	Facility: You pay 20% after deductible Professional Services: You pay $5,000 copay + 20% after deductible Only covered if rendered at a BDC+ facility	Not Covered	Not Covered	Facility: You pay 20% after deductible ($150 facility copay per day) Professional Services: You pay $5,000 copay + 20% after deductible Only covered if rendered at a BDC+ facility	Not Covered
Annual Vision Exam (one per plan year; performed by an ophthalmologist or optometrist)	You pay $70 copay	You pay $70 copay	You pay 30% after deductible	You pay 50% after deductible	You pay $70 copay	You pay 40% after deductible
Annual Hearing Exam (one per plan year)	$30 PCP copay $70 specialist copay	$15 PCP copay $70 specialist copay	You pay 30% after deductible	You pay 50% after deductible	$30 PCP copay $70 specialist copay	You pay 40% after deductible

***Pre-certification for genetic and specialty testing may apply. Contact a PHG at **1-866-355-5999** with questions.*

www.trs.texas.gov

Revised 05/30/25

2025-26 Health Maintenance Organization Plans and Premiums for Select Regions of the State

REMEMBER: When you choose an HMO, you're choosing a regional network.

TRS contracts with HMOs in certain regions to bring participants in those areas additional options. HMOs set their own rates and premiums. They're fully insured products who pay their own claims.

	Blue Essentials - South Texas HMO℠ *Brought to you by TRS-ActiveCare*	Blue Essentials - West Texas HMO℠ *Brought to you by TRS-ActiveCare*
	**You can choose this plan if you live in one of these counties:** Cameron, Hildalgo, Starr, Willacy	**You can choose this plan if you live in one of these counties:** Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Llano, Loving, Lubbock, Lynn, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Randall, Reagan, Reeves, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum

Total Monthly Premiums	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	-	-	-	$1,214.50		
Employee and Spouse	-	-	-	$2,961.60		
Employee and Children	-	-	-	$1,915.00		
Employee and Family	-	-	-	$3,145.30		

Plan Features		
Type of Coverage	N/A	In-Network Coverage Only
Individual/Family Deductible	N/A	$950/$2,850
Coinsurance	N/A	You pay 25% after deductible
Individual/Family Maximum Out of Pocket	N/A	$7,450/$14,900

Doctor Visits		
Primary Care	N/A	$20 copay
Specialist	N/A	$70 copay

Immediate Care		
Urgent Care	N/A	$50 copay
Emergency Care	N/A	$500 copay before deductible + 25% after deductible

Prescription Drugs		
Drug Deductible	N/A	$150
Days Supply	N/A	30-Day Supply/90-Day Supply
Generics	N/A	$5/$12.50 copay; $0 for certain generics
Preferred Brand	N/A	You pay 30% after deductible
Non-preferred Brand	N/A	You pay 50% after deductible
Specialty	N/A	You pay 15%/25% after deductible (preferred/non-preferred)

www.trs.texas.gov

Revised 05/30/25

TRS ACTIVECARE
TEACHER RETIREMENT SYSTEM OF TEXAS

TRS-ActiveCare
PLAN HIGHLIGHTS 2026-27



TRS-ActiveCare
REGION 13

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LEARN THE TERMS

- **PREMIUM:** The monthly amount you pay for health care coverage.
- **DEDUCTIBLE:** The annual amount for medical expenses you're responsible to pay before your plan begins to pay.
- **COPAY:** The set amount you pay for a covered service at the time you receive it. The amount can vary based on the service.
- **COINSURANCE:** The portion you're required to pay for services after you meet your deductible. It's often a specified percentage of the costs; e.g., you pay 20% while the health care plan pays 80%.
- **TIERING:** Grouping doctors and facilities into tiers based on quality, cost and best practice clinical guidelines. This helps you compare choices. Tier 1 providers and facilities offer top performance and best value. You pay less when you choose Tier 1 and may pay more when you choose Tier 2.
- **OUT-OF-POCKET MAXIMUM:** The maximum amount you pay each year for medical costs. After reaching the out-of-pocket maximum, the plan pays 100% of allowable charges for covered services.

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2026-27 TRS-ActiveCare Plan Highlights Sept. 1, 2026 – Aug. 31, 2027

TRS ActiveCare
TEACHER RETIREMENT SYSTEM OF TEXAS

How to Calculate Your Monthly Premium

Total Monthly Premium
− Your Employer Contribution
= Your Premium

Ask your Benefits Administrator for your district's specific premiums.

Being Healthy is Easy

- $0 preventive services
- One-on-one health coaches
- Weight loss programs and nutrition
- TRS Virtual Health
- Member Rewards is even better. Now you'll get a check when you use Member Rewards and choose low-cost, high-quality doctors and facilities – up to $599* per tax year.
- Airrosti Remote Recovery gives you in-home virtual physical therapy to relieve common aches and pains at no cost.*

** Eligibility rules may apply.*

See the Annual Enrollment Guide for more details.

Mental Health

You have in-office and virtual benefits:

- TRS-ActiveCare Primary Plan: $30 copay for office visits or $0 with Teladoc
- TRS-ActiveCare Primary+ Plan: $15 copay for office visits or $0 with Teladoc
- TRS-ActiveCare HD Plan: 30% coinsurance after deductible or $42 with Teladoc
- TRS-ActiveCare 2 Plan: $20 copay for office visits or $12 with Teladoc

All TRS-ActiveCare participants have **three plan options**. Each includes a wide range of wellness benefits.

	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD
Plan Summary	• Lowest premium of the three available plans • Copays for doctor visits before you meet your deductible • Statewide network • Primary Care Provider referrals required to see specialists • Not compatible with a Health Savings Account • No out-of-network coverage	• Highest premium of the three available plans • Copays for many services and drugs • Lower deductible than the HD and Primary plans • Statewide network • Primary Care Provider referrals required to see specialists • Not compatible with a Health Savings Account • No out-of-network coverage	• Higher premium of the three available plans • Must meet your deductible before plan pays for non-preventive care • Nationwide network with out-of-network coverage • No requirement for Primary Care Providers or referrals • Compatible with a Health Savings Account

This plan is closed to new enrollees. Current TRS-ActiveCare 2 participants can stay enrolled.

TRS-ActiveCare 2
• Closed to new enrollees • Current enrollees can choose to stay in the plan • Lower deductible • Copays for many services and drugs • Nationwide network with out-of-network coverage • No requirement for Primary Care Providers or referrals

Monthly Premiums	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	$521			$614			$540			$1,013		
Employee and Spouse	$1,407			$1,597			$1,458			$2,402		
Employee and Children	$886			$1,044			$918			$1,507		
Employee and Family	$1,772			$2,027			$1,836			$2,841		

Plan Features				
Type of Coverage	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Individual/Family Deductible	$2,500/$5,000	$1,200/$2,400	$3,400/$6,800	$6,800/$13,600
Coinsurance	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible
Individual/Family Maximum Out of Pocket	$8,050/$16,100	$6,900/$13,800	$8,300/$16,600	$20,500/$41,000
PCP Required	Yes	Yes	No	

In-Network	Out-of-Network			
$1,000/$3,000	$2,000/$6,000			
You pay 20% after deductible	You pay 40% after deductible			
$7,900/$15,800	$23,700/$47,400			
No				

Doctor Visits				
Primary Care	$30 copay	$15 copay	You pay 30% after deductible	You pay 50% after deductible
Specialist	$70 copay	$70 copay	You pay 30% after deductible	You pay 50% after deductible

Tier 1: $20 copay Tier 2: $40 copay	You pay 40% after deductible
Tier 1: $55 copay Tier 2: $85 copay	You pay 40% after deductible

Immediate Care				
Urgent Care	$50 copay	$50 copay	You pay 30% after deductible	You pay 50% after deductible
Emergency Care	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	
TRS Virtual Health-RediMD™	$0 per medical consultation	$0 per medical consultation	$30 per medical consultation	
TRS Virtual Health-Teladoc®	$12 per medical consultation	$12 per medical consultation	$42 per medical consultation	

$50 copay	You pay 40% after deductible
You pay a $250 copay plus 20% after deductible	
$0 per medical consultation	
$12 per medical consultation	

Prescription Drugs				
Drug Deductible	Integrated with medical	$200 deductible per participant (brand drugs only)	Integrated with medical	
Generics (31-Day Supply/90-Day Supply)	$15/$45 copay; $0 copay for certain generics	$15/$45 copay	You pay 20% after deductible; $0 coinsurance for certain generics	
Preferred (Max does not apply if brand is selected and generic is available)	You pay 30% after deductible	You pay 25% after deductible ($100 max)/ You pay 25% after deductible ($265 max)	You pay 25% after deductible	
Non-preferred	You pay 50% after deductible	You pay 50% after deductible	You pay 50% after deductible	
Specialty (31-Day Max) Call **1-844-367-6108** to see if your specialty medication is covered by SaveOnSP.	You pay 30% after deductible; $0 if SaveOnSP eligible	You pay 20% after deductible ($500 max); $0 if SaveOnSP eligible	You pay 20% after deductible	
Insulin Out-of-Pocket Costs	$25 copay for 31-day supply; $75 for 61- to 90-day supply	$25 copay for 31-day supply; $75 for 61- to 90-day supply	You pay 25% after deductible	

$200 brand deductible
$20/$45 copay
You pay 25% after deductible ($40 min/$80 max)/ You pay 25% after deductible ($105 min/$210 max)
You pay 50% after deductible ($100 min/$200 max)/ You pay 50% after deductible ($215 min/$430 max)
You pay 30% after deductible ($200 min/$900 max); $0 if SaveOnSP eligible
$25 copay for 31-day supply; $75 for 61- to 90-day supply

Questions?

Call a Personal Health Guide at **1-866-355-5999** for help with medical services.
Call Express Scripts® by Evernorth Pharmacy Benefit Services at **1-844-367-6108** for help with your pharmacy benefits.

Compare Prices for Common Medical Services

Closed to new enrollees.

Benefit	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD		TRS-ActiveCare 2	
	In-Network Only	In-Network Only	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic Labs	Office/Independent Lab: You pay $0 Outpatient: You pay 30% after deductible	Office/Independent Lab: You pay $0 Outpatient: You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	Office/Independent Lab: You pay $0 Outpatient: You pay 20% after deductible	You pay 40% after deductible
High-Tech Imaging (like CT Scan, Mammogram and MRI)	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible + $100 copay per procedure	You pay 40% after deductible + $100 copay per procedure
Outpatient (like colonoscopy, cataract surgery and steroid injections)	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible ($150 facility copay per incident)	You pay 40% after deductible ($150 facility copay per incident)
Inpatient (like childbirth, complex joint replacement and cardiac surgery)	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible ($500 facility per day maximum)	You pay 20% after deductible ($150 facility copay per day)	You pay 40% after deductible ($500 facility copay per incident)
Freestanding Emergency Room	You pay $500 copay + 30% after deductible	You pay $500 copay + 20% after deductible	You pay $500 copay + 30% after deductible	You pay $500 copay + 50% after deductible	You pay $500 copay + 20% after deductible	You pay $500 copay + 40% after deductible
Bariatric Surgery	Facility: You pay 30% after deductible Professional Services: You pay $5,000 copay + 30% after deductible Only covered if rendered at a BDC+ facility	Facility: You pay 20% after deductible Professional Services: You pay $5,000 copay + 20% after deductible Only covered if rendered at a BDC+ facility	Not Covered	Not Covered	Facility: You pay 20% after deductible ($150 facility copay per day) Professional Services: You pay $5,000 copay + 20% after deductible Only covered if rendered at a BDC+ facility	Not Covered
Annual Vision Exam (one per plan year)	Specialist: You pay $70 copay	Specialist: You pay $70 copay	You pay 30% after deductible	You pay 50% after deductible	Tier 1 Specialist: $55 copay Tier 2 Specialist: $85 copay	You pay 40% after deductible
Annual Hearing Exam (one per plan year)	PCP: $30 copay Specialist: $70 copay	PCP: $15 copay Specialist: $70 copay	You pay 30% after deductible	You pay 50% after deductible	Tier 1 PCP: $20 copay Tier 2 PCP: $40 copay Tier 1 Specialist: $55 copay Tier 2 Specialist: $85 copay	You pay 40% after deductible

Regular Meeting

Monday, April 20, 2026 7:00 PM
Florence High School Library, 401 FM-970, Florence, TX 76527

J.T. Atkinson:	Present
Pete Burson:	Absent
Anthony DeAugustineo:	Present
Jason Earp:	Present
Charles Giddens:	Present
Ed Navarette:	Present
Jeff Stone:	Absent

I.	**Call to Order** The meeting was called to order at 7:00pm.	
II.	**Pledges of Allegiance**	Anthony DeAugustineo
	II.A. United States Pledge	
	II.B. Texas Pledge	
III.	**Invocation**	Ed Navarette
IV.	Recognitions	Rick Kirkpatrick/Dr. Kelly Avritt
	IV.A. Student Recognition	
	IV.B. Teacher of the Month	Rick Kirkpatrick/Dr. Kelly Avritt
V.	**Public Comment**	
VI.	**Superintendent Report**	
	VI.A. Discussion Related to Summer 2026 Project List Using Remaining Bond Funds and Interest Earned from the 2022 and 2024 Bonds	Rick Kirkpatrick
	VI.B. Discussion Regarding Various Options to Increase Revenue in the Maintenance and Operation Budget for the 2026-2027 School Year	Rick Kirkpatrick/Eric Banfield
	VI.C. Annual Announcement of Board Training Hours by Board President	
VII.	**Consent Agenda: Consideration, Discussion and Appropriate Action**	
	VII.A. Minutes of March 23, 2026 - Regular Meeting	
	VII.B. Minutes of April 1, 2026 - Special Called	
	VII.C. Donation(s)	
	VII.D. Audit Engagement Letter with Lott, Vernon, & Company, P.C. for the Year Ending August 31, 2026	Eric Banfield
	VII.E. Florence ISD AG Building Meat Processing Environmental Services and	Rick Kirkpatrick

	Demolition - 1 Priority Environmental Services — TIPS Contract #25100202 - $124,875.00	
VII.F.	FISD Light Pole Replacement Project at FHS and FMS — Gerald Nunn Electric - TIPS Contract #260104 — $115,952.00	Rick Kirkpatrick
VII.G.	Florence ISD Stadium Lot New Asphalt and Fire Lane Restriping at FHS and FMS - PAVECON - Buyboard Contract #700-23 - $245,615.00	Rick Kirkpatrick
VII.H.	Florence ISD Maintenance Barn — Jamail & Smith Construction - TIPS Contract #25050402 — $152,466.00	Rick Kirkpatrick
VII.I.	FMS Band Hall and Practice Room Renovation — Jamail & Smith Construction — TIPS Contract #25050402 - $133,192.00	Rick Kirkpatrick
VII.J.	FMS Kitchen Epoxy Flooring Installation — Jamail & Smith Construction — TIPS Contract #25050402 — $74,456.00	Rick Kirkpatrick
VII.K.	Stampede Stadium Press Box Refresh Project - Jamail & Smith Construction - TIPS Contract #25050402 - $46,232.00	Rick Kirkpatrick
VII.L.	FHS Cafeteria Refresh Project — Jamail & Smith Construction — TIPS Contract #25050402 - $119,740.00	Rick Kirkpatrick
VII.M.	FHS Library Refresh Project — Jamail & Smith Construction — TIPS Contract #25050402 — $141,104.00	Rick Kirkpatrick
VII.N.	Student Computer Replacement - CDWG - TIPS Contract #230105 (Device) and Texas Software DIR-CPO-6363 (Configuration) - $292,950.00	Rick Kirkpatrick
VII.O.	FHS Main Office Carpet Replacement — Jamail & Smith Construction — TIPS Contract #25050402 — $49,517.00	Rick Kirkpatrick
VII.P.	Baseball and Softball Bleachers — The Park and Facilities Catalog - Buy Board Contract #781-25 — $60,266.00	Rick Kirkpatrick
VIII.	**Items Brought Down from Other Agenda Sections for Discussion and Appropriate Action**	
IX.	**Regular Business: Consideration, Discussion and Appropriate Action**	
IX.A.	Consideration and Possible Action Regarding Construction Manager At-Risk for the Florence High School Meat Processing Lab Project, Including Delegation of Authority to the Superintendent to Finalize Negotiations and Execute the Contract I move that the Board approve Joeris General Contractors as the top-ranked Construction Manager At-Risk for the Florence High School Meat Processing Lab as presented by the Administration	Rick Kirkpatrick

and further delegate authority to the Superintendent to finalize negotiations and enter into a contract in a form approved by legal counsel. This motion, made by Jason Earp and seconded by Charles Giddens, Passed.

J.T. Atkinson:	Yea
Pete Burson:	Absent
Anthony DeAugustineo:	Yea
Jason Earp:	Yea
Charles Giddens:	Yea
Ed Navarette:	Yea
Jeff Stone:	Absent

Yea: 5, Nay: 0, Absent: 2

IX.B. Consideration and Possible Action to Authorize Filing of Motion to Intervene in PUCT Docket No. 59475 (Bell County East to Big Hill 765 kv Line), Oncor Proposed Transmission Line — Rick Kirkpatrick

I move to adopt the resolution presented, authorizing the Superintendent to prepare and file a Motion to Intervene in the planned Oncor Proposed Transmission Line Project. This motion, made by J.T. Atkinson and seconded by Jason Earp, Passed.

J.T. Atkinson:	Yea
Pete Burson:	Absent
Anthony DeAugustineo:	Yea
Jason Earp:	Yea
Charles Giddens:	Yea
Ed Navarette:	Yea
Jeff Stone:	Absent

Yea: 5, Nay: 0, Absent: 2

IX.C. Consideration and Possible Action Regarding Selection of an Environmental Abatement Services Provider for the Agricultural Facility Renovation Project and Delegate Authority to the Superintendent to Negotiate and Enter Into a Contract

I move that the Board approve 1 Priority Environmental Services to provide environmental abatement services for the Agricultural Facility Renovation Project as presented by the Administration and authorize the Superintendent to negotiate and enter into a contract in a form approved by legal counsel. This motion, made by J.T. Atkinson and seconded by Anthony DeAugustineo, Passed.

	J.T. Atkinson: Yea Pete Burson: Absent Anthony DeAugustineo: Yea Jason Earp: Yea Charles Giddens: Yea Ed Navarette: Yea Jeff Stone: Absent Yea: 5, Nay: 0, Absent: 2	
IX.D. Consideration and Possible Action to Approve an Out-of-State Trip for the Assistant Superintendent I move to approve the Out-of-State trip for the Assistant Superintendent. This motion, made by Jason Earp and seconded by Charles Giddens, Passed.	J.T. Atkinson: Yea Pete Burson: Absent Anthony DeAugustineo: Yea Jason Earp: Yea Charles Giddens: Yea Ed Navarette: Yea Jeff Stone: Absent Yea: 5, Nay: 0, Absent: 2	Rick Kirkpatrick
IX.E. Consideration and Possible Action to Approve an Out-of-State Trip for HOSA I move to approve the out-of-state trip for HOSA. This motion, made by Anthony DeAugustineo and seconded by J.T. Atkinson, Passed.	J.T. Atkinson: Yea Pete Burson: Absent Anthony DeAugustineo: Yea Jason Earp: Yea Charles Giddens: Yea Ed Navarette: Yea Jeff Stone: Absent Yea: 5, Nay: 0, Absent: 2	Rick Kirkpatrick
IX.F. Consideration and Possible Action to Approve Budget Amendment Number 2 I move to approve Budget Amendment Number 2 as presented. This motion, made by J.T. Atkinson and seconded by Jason Earp, Passed.	J.T. Atkinson: Yea Pete Burson: Absent Anthony DeAugustineo: Yea Jason Earp: Yea Charles Giddens: Yea	Rick Kirkpatrick/Eric Banfield

	Ed Navarette:	Yea
	Jeff Stone:	Absent
	Yea: 5, Nay: 0, Absent: 2	
IX.G.	Consideration and Possible Action to Add the Position of Coordinator of College, Career, and Student Success at Florence High School for the 2026-2027 School Year I move to approve the Coordinator of College, Career, and Student Success at Florence High School for the 2026-2027 school year. This motion, made by Jason Earp and seconded by Anthony DeAugustineo, Passed.	Rick Kirkpatrick
	J.T. Atkinson:	Yea
	Pete Burson:	Absent
	Anthony DeAugustineo:	Yea
	Jason Earp:	Yea
	Charles Giddens:	Yea
	Ed Navarette:	Yea
	Jeff Stone:	Absent
	Yea: 5, Nay: 0, Absent: 2	

X. **Executive Session**

XI. **Action Taken from Closed Session**

XII. **Items for Future Board Meetings**

XIII. **Reports (no board action required)**

XIII.A. Finance Reports

XIII.B. Enrollment/Attendance Report

XIII.C. Campus Reports

XIII.D. Resignations/New Hires

XIV. **Adjournment**

The meeting was adjourned at 8:24pm.

_____ _____

Board Secretary, Jason Earp Board President, Ed Navarette

JAMAIL &SMITH CONSTRUCTION

8868 Research Blvd., Suite 410
Austin, TX 78754
p: 512.288.1200
f: 512.371.7949
www.jamailsmith.com

March 23, 2026

Mr. Russell Ellis,
Florence ISD Maintenance & Operations
203 Adams St.
Florence Texas, 76527

Subject: FISD – Florence Middle School Band Hall and Practice - TIPS Contract 25050402

Dear Mr. Ellis:

Enclosed, please find our TIPS JOC proposal to provide new flooring, ceiling, light fixtures and paint in the band hall and practice room per job walk on February 24th with the Florence Maintenance Department.

Reference: Florence ISD Scope Summary

Scope of Work

- **Band Hall Ceiling, Lights, Flooring and Paint**
  - Replace existing 2x4 fluorescent light fixtures (277v) throughout the band hall and practice room
  - Remove existing acoustical ceiling tile (grid to remain) & replace with new throughout the band hall and practice room
  - Remove existing carpet and install new in band hall
    - New transitions to be installed
  - New rubber base is included
  - Existing VCT to remain in place
  - Repaint band hall and practice room
    - Paint over tectum walls to ceiling height

Exclusions/Exceptions/Clarifications: Our proposal is offered with the stipulation that the below assertions are met:

- Excludes new circuitry, conduit or wiring for new light fixtures
- Excludes ceiling grid additions/modifications
- Excludes new flooring in practice room
- Excludes all work within offices and closed areas upstairs
- J&S is not responsible for relocation of band instruments/equipment
- Excludes building permit
- Excludes asbestos testing
- Excludes trades and scopes not included in this proposal

Schedule: All work to be performed M-F, 7AM-5PM, Holidays excluded. Overtime, holiday, and after-hours work are excluded.

Our TIPS JOC proposal for the cost of the work associated with this proposal is: $118,692.00 and is calculated as follows:

Price line Items	$ 126,762.76
Less Austin TX Metro (13%)	$ (17,303.10)
2025 TIPS JOC Jamail Standard (5%)	$ 6,338.15
NPP items 2025 TIPS NPP	$ 0.00
NPP TIPS Standard Hrs. (20.0000%)	$ 0.00
Performance & Payment Bonds (2.5%)	$ 2,894.96
Rounding Down to Nearest Dollar	$ (0.77)
Total project estimate:	**$ 118,692.00**

Allowance – Acoustical Wall Panels in Practice Room: $ 14,500.00

If you have any questions, please do not hesitate to contact me at 832-392-8337

Very truly yours,

Jamail and Smith Construction, LP

Kyle Franz

Kyle Franz
Regional Manager

Attachments:
- EConverge Estimate
- Light Fixture Cut Sheet

Band Hall

Job: Florence Middle School
Contract: 2025 Choice Partners JOC Jamail & Smith, Contract Number: 25/033MR-29
Contractor: Jamail & Smith
Contract Notes: 20260113 MB

Division Summary

01 - GENERAL	$35,734.51	06 - WOOD AND PLASTICS	$1,258.44	09 - FINISHES	$64,023.96
26 - ELECTRICAL	$17,675.86				

Division Summary Total	$118,692.77

Material/Labor/Equipment

Material	$51,891.03
Labor	$31,067.23
Equipment	$0.00
Other	$35,734.51
Total	**$118,692.77**

Priced vs Non-Priced

Priced Items (15/15, 100%)	$118,692.77
Non-Priced Items (0/15, 0%)	$0.00
Total	**$118,692.77**

Totals

Priced Subtotal	**+$126,762.76**
Standard Working Hours (5.00%) *2025 TIPS JOC Jamail & Smith Standard*	**+$6,338.15**
Non-Priced Subtotal	**+$0.00**
Metro: 2026Q1 Austin, TX -13%	**-$17,303.10**
Bond Costs (2.50%)	**+$2,894.96**
Non-Priced Coefficient (20.00%) *2025 TIPS JOC Jamial & Smith Non-Priced*	**+$0.00**

Estimate Grand Total	$118,692.77

01 - GENERAL

Item	Description	Cost Type	UOM	Qty	Mat	Lab	Eqp	Unit Cost	Adjusted
01-31-13-00-1040	Field staff, superintendent, average	25TPD (P)	YEAR	0.125	$0.00	$0.00	$0.00	$138,066.00	$16,159.55
Notes: Takeoff Formula: 1.5/12 = 0.13									
01-31-13-00-1120	Field staff, field engineer, average	25TPD (P)	YEAR	0.125	$0.00	$0.00	$0.00	$125,023.00	$14,632.96
Notes: Takeoff Formula: 1.5/12 = 0.13									
01-54-00-90-7220	Equipment, electric, scissor platform lift, scissor lift, to 20', by week	25TPD (P)	EA	4.000	$0.00	$0.00	$0.00	$429.00	$1,606.76
Notes: SCISSOR LIFT									
01-54-00-90-9062	Equipment, construction dumpsters, delivery and pickup included, 40 CY, by week	25TPD (P)	EA	4.000	$0.00	$0.00	$0.00	$890.50	$3,335.24
01 - GENERAL Total									**$35,734.51**

06 - WOOD AND PLASTICS

Item	Description	Cost Type	UOM	Qty	Mat	Lab	Eqp	Unit Cost	Adjusted
06-16-00-10-2000	Floor sheathing, sub-flooring, plywood, CDX, 1/2" thick	25TPD (P)	SF	640.000	$0.98	$1.12	$0.00	$2.10	$1,258.44
Notes: used for floor protection Takeoff Formula: (4*8)*20 = 640.00									
06 - WOOD AND PLASTICS Total									**$1,258.44**

09 - FINISHES

Item	Description	Cost Type	UOM	Qty	Mat	Lab	Eqp	Unit Cost	Adjusted
09-51-00-10-1620	Ceilings and walls, acoustical panels, excluding suspension system, fiberglass panels, 3/4" thick, 2' x 4'	25TPD (P)	SF	4,800.000	$2.98	$1.00	$0.00	$3.98	$17,887.79
Notes: Takeoff Formula: 13500 = 13,500.00									
09-65-13-10-1130	Resilient base and accessories, wall base, vinyl, Group 1, black, russet, and umber, 4" high	25TPD (P)	LF	800.000	$2.03	$3.00	$0.00	$5.03	$3,767.82
Notes: Takeoff Formula: 690 = 690.00									
09-68-00-20-2120	Carpet, carpet, commercial, nylon, 28 ounce, medium traffic	25TPD (P)	SY	590.000	$39.33	$10.00	$0.00	$49.33	$27,251.83
Notes: CARPET IN NEW BANDHALL Takeoff Formula: 4800/9 = 533.33									
09-68-00-20-2120-D001	Demo carpet, carpet, commercial, nylon, 28 ounce, medium traffic	25TPD (P)	SY	590.000	$0.00	$4.00	$0.00	$4.00	$2,209.76

Notes: DEMO EXISTING CARPET IN BAND HALL
Takeoff Formula: 4800/9 = 533.33

09-91-00-10-1350	Painting preparation, masking, paper and tape, average	25TPD (P)	LF	5,384.000	$0.08	$0.94	$0.00	$1.02	$5,142.08

Notes: PERIMETER OF BANDHALL/PRACTICE ROOM X 4 FOR THE CUT IN & ACCENT LINES
Takeoff Formula: (280*4+113*2)*4 = 5,384.00

09-91-23-30-4180	Interior painting, buildings, walls, roller, first coat, average	25TPD (P)	SF	8,130.000	$0.22	$0.28	$0.00	$0.50	$3,806.22

Notes: BAND HALL @ 25' HIGH AND PRACTICE ROOM AT 10' HIGH
Takeoff Formula: (113*10)+(280*25) = 8,130.00

09-91-23-30-4280	Interior painting, buildings, walls, roller, second coat, maximum	25TPD (P)	SF	8,130.000	$0.23	$0.29	$0.00	$0.52	$3,958.46

Notes: Takeoff Formula: (113*10)+(280*25) = 8,130.00

09 - FINISHES Total **$64,023.96**

26 - ELECTRICAL

Item	Description	Cost Type	UOM	Qty	Mat	Lab	Eqp	Unit Cost	Adjusted
26-51-10-10-0151-0173	Interior lighting, for power source and driver, add	25TPD (P)	EA	5.000	$130.00	$114.54	$0.00	$244.54	$1,144.87

Notes: USED FOR EMERGENCY BACKUP
Takeoff Formula: 140*.1 = 14.00

26-51-10-10-0151-D001	Demo interior lighting, recessed, volumetric, LED, 2' x 4'	25TPD (P)	EA	42.000	$0.00	$45.82	$0.00	$45.82	$1,801.77

Notes: USED TO REMOVE EXISTING LIGHT FIXTURES

26-51-10-10-0156	Interior lighting, recessed, Architectural, LED, 2' x 4'	25TPD (P)	EA	42.000	$260.00	$114.54	$0.00	$374.54	$14,729.22

26 - ELECTRICAL Total **$17,675.86**

Total **$118,692.77**

Cost Type Legend

25TPD => 2025 eConverge TruPriceData

"Adjusted" line totals are the result of the Qty, Unit Cost, and any applicable Totals.
Cost Type (P) represents Priced Items and (N) Non-Priced Items.

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https://www.econverge.com/contact

Catalog Number	
Notes	
Type	

Contractor Select™

CPX™

LED Panel





CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

2x4
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 ALO7 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 ALO7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 ALO8 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

Accessories: *Order as separate catalog number.*

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 [1]
DGA14	Drywall grid adapter for 1X4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1X4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSHP PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 ALO7 SWW7 M4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 ALO7 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 ALO8 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.

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Specifications

INTENDED USE:

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION:

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

LISTINGS:

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified.

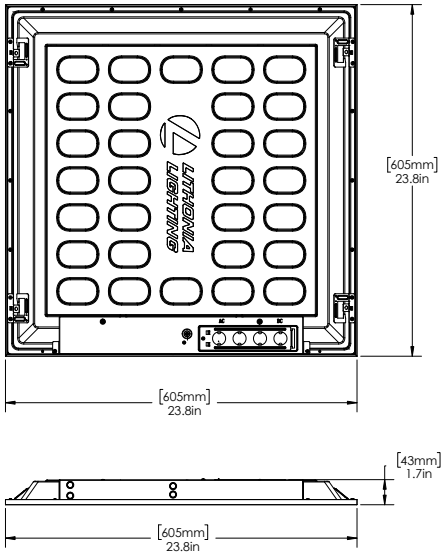
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

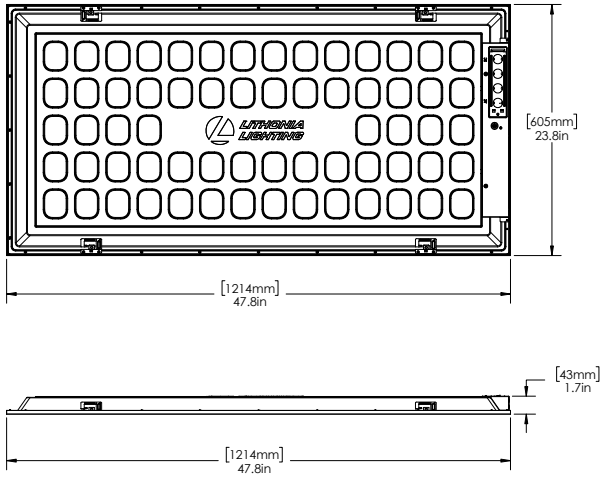
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.

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JAMAIL &SMITH CONSTRUCTION

8868 Research Blvd., Suite 410
Austin, TX 78754
p: 512.288.1200
f: 512.371.7949
www.jamailsmith.com

May 13, 2026

Mr. Russell Ellis,
Florence ISD Maintenance & Operations
203 Adams St.
Florence Texas, 76527

Subject: FISD – Florence Middle School Band Hall and Practice – Flooring Modifications

Dear Mr. Ellis:

Enclosed, please find our TIPS JOC proposal to provide new vct flooring throughout in the band hall in lieu of carpet and carpet throughout the practice room

Reference: Florence ISD Scope Summary

Scope of Work

- **Band Hall and Practice Room Flooring**
  - Remove all flooring throughout band hall
  - Provide and install VCT flooring throughout band hall and upstairs practice rooms
  - Provide and install new carpet throughout the practice room
  - Includes deduct for original carpet replacement (see unit priced estimate)

Exclusions/Exceptions/Clarifications: Our proposal is offered with the stipulation that the below assertions are met:

- Excludes new flooring in in downstairs offices
- Excludes new flooring in storage area
- Excludes epoxy flooring demolition
- Excludes all work within offices and closed areas upstairs
- J&S is not responsible for relocation of band instruments/equipment
- Excludes building permit
- Excludes asbestos testing
- Excludes trades and scopes not included in this proposal

Schedule: All work to be performed M-F, 7AM-5PM, Holidays excluded. Overtime, holiday, and after-hours work are excluded.

Our TIPS JOC proposal for the cost of the work associated with this proposal is: $15,935.00 and is calculated as follows:

Price line Items	$ 18,807.37
Less Austin TX Metro (13%)	$ (6,158.43)
2025 TIPS JOC Jamail Standard (5%)	$ 2,255.84
NPP items 2025 TIPS NPP	$ 0.00
NPP TIPS Standard Hrs. (20.0000%)	$ 0.00
Performance & Payment Bonds (2.5%)	$ 1,030.35
Rounding Down to Nearest Dollar	$ (0.13)
Total project estimate:	**$ 15,935.00**

If you have any questions, please do not hesitate to contact me at 832-392-8337

Very truly yours,

Jamail and Smith Construction, LP

Kyle Franz

Kyle Franz
Regional Manager

Attachments:
- EConverge Estimate

Band Hall Flooring Adjustments

Job: Florence Middle School
Contract: 2025 Choice Partners JOC Jamail & Smith, Contract Number: 25/033MR-29
Contractor: Jamail & Smith
Contract Notes: 20260113 MB

Division Summary

09 - FINISHES	$15,935.13
Division Summary Total	**$15,935.13**

Material/Labor/Equipment

Material	$12,209.40
Labor	$3,725.73
Equipment	$0.00
Other	$0.00
Total	**$15,935.13**

Priced vs Non-Priced

Priced Items (4/4, 100%)	$15,935.13
Non-Priced Items (0/4, 0%)	$0.00
Total	**$15,935.13**

Totals

Priced Subtotal	**+$18,807.37**
Standard Working Hours (5.00%) *2025 TIPS JOC Jamail & Smith Standard*	**+$2,255.84**
Non-Priced Subtotal	**+$0.00**
Metro: 2026Q1 Austin, TX -13%	**-$6,158.43**
Bond Costs (2.50%)	**+$1,030.35**
Non-Priced Coefficient (20.00%) *2025 TIPS JOC Jamial & Smith Non-Priced*	**+$0.00**
Estimate Grand Total	**$15,935.13**

09 - FINISHES

Item	Description	Cost Type	UOM	Qty	Mat	Lab	Eqp	Unit Cost	Adjusted
09-63-00-10-1020	Floor leveling, repair and level floors to receive new flooring, average	25TPD (P)	SY	0.000	$4.75	$7.50	$0.00	$12.25	$0.00
Notes: USED TO LEVEL FLOORS Takeoff Formula: 12600/9 = 1,400.00									
09-65-19-10-1060	Resilient tile flooring, solid vinyl tile 1/8" thick 12" x 12", solid colors	25TPD (P)	SF	3,900.000	$8.18	$2.25	$0.00	$10.43	$38,087.40
Notes: NEW VCT THROUGHOUT BANDHALL									
09-68-00-20-2120	Carpet, carpet, commercial, nylon, 28 ounce, medium traffic	25TPD (P)	SY	-533.334	$39.33	$10.00	$0.00	$49.33	-$26,309.33
Notes: REMOVAL CARPET IN NEW BANDHALL SCOPE Takeoff Formula: -4800/9 = -533.33									
09-68-00-20-2120	Carpet, carpet, commercial, nylon, 28 ounce, medium traffic	25TPD (P)	SY	90.000	$39.33	$10.00	$0.00	$49.33	$4,157.06
Notes: CARPET IN PRACTICE ROOM Takeoff Formula: 90 = 90.00									
09 - FINISHES Total									**$15,935.13**

Total	**$15,935.13**

Cost Type Legend

25TPD => 2025 eConverge TruPriceData

"Adjusted" line totals are the result of the Qty, Unit Cost, and any applicable Totals.
Cost Type (P) represents Priced Items and (N) Non-Priced Items.

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TASB

2026

Discover the Delegate Experience

About Delegate Assembly

Simply put, the TASB Delegate Assembly is your annual membership meeting. Most importantly, this event is where all members have a voice in the overall direction of the organization — from electing who will serve on the TASB Board to approving the education issues that will be included in the TASB Advocacy Agenda.

Your Board's Voice

As an Active Member of TASB, your board has the exclusive right to have a voting Delegate and Alternate at the Assembly. Your Delegate will be the voice for your board, ensuring the priorities for your district and community are reflected in TASB's work. Your Delegate must be a trustee on your board. Your Alternate, also a trustee, serves as a backup for your Delegate, ensuring your board's voting privileges are covered on the Assembly floor.

What to Expect as a Delegate and Alternate

As your board's representative, you serve as the voice not just for your board, but also your district, your students, and your community. Here are the key things you need to know to prepare for your role as a Delegate or Alternate.

20 Days Before the Assembly

The Delegate Handbook and Nominations Committee Report will be posted 20 days before the Assembly. You will receive an email when the materials are posted at tasb.org/delegate. These materials cover the action items under consideration by this year's Assembly.

Then, it's time to prepare for the meeting.

1. **Review the materials.** Make sure you are familiar with all the items under consideration.

2. **Come prepared to share your district's voice.** Work with your fellow board members to determine how your board stands on the action items and if you have concerns to take to the Assembly.

3. **Study the Delegate Assembly rules and Action Form.** Like any governing body, there are rules and processes to ensure a productive meeting.

4. **Watch your mail!** You will receive an envelope with your Delegate (or Alternate) ribbon, which you can attach to your name badge when you arrive at the txEDCON. This ribbon will grant you access to all of the Delegate Assembly activities.

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Discover the Delegate Experience

Day of the Assembly

Regional Caucus

You will start your Delegate duties by attending your regional caucus. This is a great opportunity to meet with colleagues from your region, including your TASB Directors. You will discuss the agenda items and get answers to any questions you may have about the Assembly and processes.

Action Forms

You may use the Action Form at the back of the Handbook to pull items for individual consideration or to propose an amendment to an item. The forms must be turned in to the Action Form Desk near the Assembly floor entrance 15 minutes before the start of the Assembly.

The Assembly

You will go directly from your regional caucus to the Assembly, so you can find your section on the floor and turn in Action Forms, if needed. The floor is divided by TASB region. TASB staff members, holding red clipboards, are assigned to each area to check you in and assist you during the meeting.

But What About...?

If you have any questions about Delegate Assembly, we are here to help! Your TASB Directors will be with you every step of the way, leading your regional caucus and sitting near you on the Assembly floor. TASB staff will be stationed at the Information Tables near the main entrance of the Assembly floor.

If you have questions before the meeting, contact the TASB Board and Management Services team at **800-580-8272** or **membercommunications@tasb.org**.

2026 Delegate Assembly

When:

Friday, Oct. 9

10 a.m., Regional Caucuses
11:15 a.m., Action Form Deadline
11:30 a.m., Delegate Assembly (includes lunch)

Where:

George R. Brown Convention Center, Houston

(Held in conjunction with txEDCON)

Complimentary lunch is provided to Delegates and Alternates.

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TASB

2026

Name Your Delegate

As an Active Member of TASB, your board has the exclusive right to have a voting Delegate and Alternate at the Delegate Assembly. Here are the steps your board should take to ensure you have a voice at the Assembly.

Place an item on your upcoming board agenda.

With registration opening in July, it is important that your board take action before then, so you are prepared to register your Delegate and Alternate.

Suggested agenda language:

- **Item name:** Discuss and consider board approval of a Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly.
- **Background:** TASB's Delegate Assembly will be held [INSERT DATE], during txEDCON in [INSERT LOCATION]. Attending Delegate Assembly gives the board the chance to participate in the member-driven process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda and other Association business, have the opportunity to interact with other board members in our region, and earn continuing education training credit.
- **Recommended Action:** I recommend that the Board of Trustees name [INSERT NAME] as the Official Voting Delegate and [INSERT NAME] as the Alternate to the [INSERT YEAR] TASB Delegate Assembly.

Select your Delegate and Alternate.

Your Delegate, and Alternate, will be voting on important Association business, so carefully consider who you want representing your board and district. As school board members, all of you already have the most important qualification: a passion for Texas public schools and the students they serve. Now, think about who would best fit these qualities:

- **Knowledge:** The Assembly will consider a wide range of advocacy issues. Who has the best background on the challenges and concerns for your district and community?
- **Voice:** Delegates may submit amendments to proposed action items. Who would be best equipped to consider how amendments may affect your district and then take action based on your board's priorities?
- **Commitment:** The Regional Caucuses and Assembly are held during txEDCON. Who can commit their time to the full meeting?

TASB Delegate Assembly

Member Focused. Member Led.

tasb.org/delegate

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Name Your Delegate

Register your representatives

Registration will open in July as part of txEDCON registration. Make sure your board takes action now to select your representatives, so you are ready as soon as registration opens! Your superintendent or superintendent secretary will be able to submit your board's Delegate and Alternate at the same time as they register your team for convention. More information will be shared in late June.

Watch for your Assembly materials.

Twenty days before the Assembly, the *Delegate Handbook* and Nominations Committee Report will be posted at **tasb.org/delegate**. Your registered Delegate and Alternate, as well as your board president and superintendent, will receive an email when the materials are available.

Questions?

If you have any questions about Delegate Assembly or naming your board's representatives, contact TASB Board and Management Services at **800-580-8272** or **membercommunications@tasb.org**.

2026 Delegate Assembly

When:

Friday, Oct. 9

10 a.m., Regional Caucuses
11:15 a.m., Action Form Deadline
11:30 a.m., Delegate Assembly (includes lunch)

Where:

George R. Brown Convention Center, Houston

(Held in conjunction with txEDCON)

Complimentary lunch is provided to Delegates and Alternates.

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ACTIVE MEMBER DIRECTOR NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

Our school district's board of trustees understands:

1. *The candidate must have served at least 18 months, in the aggregate, on the local board by December 31,2026.*
2. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
3. *The local board's nomination shall also serve as its candidate endorsement for that TASB Director position.*
4. *A TASB Director's attendance at TASB Board meetings is important.*
5. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____.
(Date)

_____
Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME (of officer): _____

TITLE (of officer): _____

WILLINGNESS TO SERVE (to be completed by the candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region ____, Position ____.

_____
Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before June 23, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

Interviews will be held at TASB Headquarters in Austin on August 28-29, 2026.

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE:_____

CELL PHONE: _____FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL:_____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES____ NO____

BOARD POSITIONS HELD (including dates): _____

_____

OCCUPATION: _____

CURRENT EMPLOYER:_____ DATES:_____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): _____

_____

_____

ADDITIONAL COMMENTS: _____

_____

_____

_____

_____

_____

_____

Please attach a short bio and include a current picture in jpeg format.

TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB or is included.

1. What motivates you to serve on the TASB Board?

2. The TASB Board is comprised of different viewpoints and passions. What methods do you employ on your local board to foster a cooperative and effective relationship?

3. Service as a TASB Director is a very rewarding experience; however, it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide examples of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe at least three or four characteristics of a good board member.

7. TASB Directors use technology to communicate and view Board materials. Please explain your comfort level using technology.

8. Describe a critical or serious challenge that your board has faced and tell us about your contributions to the resolution.

9. Excluding public school finance, what do you think are top issues facing public education today? Elaborate on why you think they are critical issues.

10. Describe your involvement at TASB grassroots meetings and/or regional school board association meetings.

11. Additional information: What else would you like for the Committee to know about you?

_____

(Signature of candidate)

_____

(Date)

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before June 23, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

Interviews will be held at TASB Headquarters in Austin on August 28-29, 2026.

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

A. Active member's nomination and candidate's willingness to serve
B. Candidate biographical sketch
C. Candidate questionnaire

The completed materials must be received by TASB no later than Tuesday, June 23, 2026. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received or if you have questions, contact Lysa Hoelscher at **800.580.8272, extension 2976, or boardcommunications@tasb.org**.

The Next Steps

By June 26th, a list of all candidates running for the position will be posted on the TASB website.

The candidate endorsement process runs Friday, June 26–Friday, August 21, 2026. During this time, Active Members may endorse one nominated individual from their TASB regions. If a majority of the Active Members of a region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, of the Active Members of a region endorse a candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

The Nominations Committee will meet Friday, August 28–Saturday, August 29, 2026 at TASB Headquarters in Austin to interview candidates and develop a slate of nominees for the Delegate Assembly. The nominated individual will be notified of the time for the interview. Expenses incurred, including lodging and transportation, for the interview are the responsibility of the individual or his or her school district.

We appreciate your participation in this nomination process.

Texas Association of School Boards
Board of Directors Nominations—Frequently Asked Questions

1. Who elects the TASB Board of Directors?

The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA | TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

2. Who makes up the Delegate Assembly?

Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Grassroots Representative Advisors on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

3. Who is an Active Member of TASB?

Active Members are local public school boards and education service center boards that have paid current annual dues.

4. What is the composition of the TASB Board?

The 43-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

5. What are the responsibilities of the TASB Board?

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

6. How are TASB Board positions determined, and why do some TASB Regions have more than one representative?

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

a. **Large District Members—**An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board). No more than 14 Active Members shall be entitled to a large district Director position. Currently, 10 districts qualify as large district members: Austin ISD, Conroe ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Frisco ISD, Houston ISD, Katy ISD, and Northside ISD-Bexar County.

b. **Regional Members—**Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member. An Association Region shall be entitled to no more than three Regional Director positions.

7. Does a TASB Director have to be a member of a local school board?

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

8. How do local boards know when to nominate an individual for a position on the TASB Board?

On or before April 23, each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

9. How does an Active Member nominate an individual?

Active Members have until June 23 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed nominations forms, provided by the Association, are received by TASB:

(1) Form A, Active Member's Nomination and Willingness to Serve form
The candidate must have served at least 18 months, in the aggregate, on the local board by December 31, 2026.
(2) Form B, Candidate's Biographical Sketch
(3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an email acknowledging the candidacy.

10. Can an Active Member nominate more than one individual for a position?

No.

11. Can an individual be a candidate for more than one position?

No.

12. What is the endorsement period, and how does an Active Member endorse a nominated individual?

The endorsement period is open June 26–August 21 and is an opportunity for local boards in a region to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the **Nominations Committee cannot accept endorsements acted on before June 26** or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received by TASB on or before August 21.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA | TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

13. How can candidates contact Active Members in their TASB Regions for endorsements?

Upon request, TASB will provide a mailing list to candidates.

14. How are vacancies on the TASB Board filled throughout the year?

The TASB Board can fill vacancies that occur during the year. Each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

15. What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, wealth per student.

The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting a candidate for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

16. Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?

The candidate's local board typically pays. This is not a TASB expense.

17. Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?

Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from their region, they may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by June 23, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

18. When are Active Members notified of the official slate of Director and Officer nominees?

The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 28-29, 2026, Director candidate interviews and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

19. What happens if a nominee is unable to serve?

The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

20. Can candidates in contested races campaign for Delegate votes?

Yes, within certain limits, candidates in contested races can campaign for Delegate votes.

a. **Distribution of Materials—**A candidate can distribute a biographical document on a single sheet of paper no larger than 8-1/2 inches by 14 inches by placing the document on the tables in the caucus meeting rooms organized by the Board before the start of the meeting and/or the tables in the Delegate Assembly hall before the start of the Assembly. No buttons or other forms of campaign paraphernalia will be distributed or worn by individuals in these caucus meetings or in the Assembly hall.

b. **Solicitation of Votes—**No campaigning or solicitation for votes from Delegates will be allowed in the caucus meetings organized by the Board or in the Delegate Assembly hall.

c. **Campaigning at the Delegate Assembly itself—**Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly hall, at the entrance to the hall, or on the floor of the Assembly.

21. Will nominees be allowed to speak at the Delegate Assembly?

Yes, speeches are allowed in contested races, and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

22. At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?

All Delegates of the Assembly may cast a vote in each contested position.

23. How are votes cast, tallied, and reported?

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

24. How is the Teller Committee selected?

The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

25. How are the winners determined?

The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a run-off election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

26. When do the terms of newly elected Directors and Officers begin?

The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

27. When does the TASB Board meet?

The TASB Board meets four times a year (December, spring, summer, and Convention).

28. Who pays the Director's expenses to attend meetings?

In accordance with TASB Board policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA | TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

29. Whom do I contact for more information?

Contact Lysa Hoelscher at 800-580-8272, extension 2976 or boardcommunications@tasb.org.

ARTICLE VI. BOARD OF DIRECTORS

SECTION 1. ASSOCIATION REGIONS.

The Association Regions shall correspond to the ESC region boundaries.

SECTION 2. QUALIFICATIONS, NOMINATION, ENDORSEMENT, AND ELECTION OF DIRECTORS.

A. Each voting Director shall be a trustee currently serving on an Active Member school board, except as provided below:

(1) The President and the Immediate Past President, holding office in accordance with Article VII, Section 2A.

(2) The ESC *ex officio* Director, selected in accordance with Article VI, Section 4F.

B. A trustee seeking nomination for a Director position must have served at least 18 months, in the aggregate, on the trustee's school board as of December 31 of the TASB election year. No Active Member shall have more than one candidate running for a Director position before the Delegate Assembly, even if more than one Director position is subject to an expiring term or vacancy within the Active Member's Region. No person shall be a candidate for more than one Director position in an election before the Delegate Assembly.

C. For purposes of this section, an Active Member whose school district's average daily attendance (ADA) meets the requirements of Article VI, Section 4C(1), shall be treated as an Association Region and referred to in these Bylaws as a Large District. Except as provided in Article VI, Section 9, if a Large District Active Member has no trustee who satisfies the minimum school board service requirement or no trustee interested in serving on the Board, the Large District Director position will remain vacant until an eligible candidate is presented to TASB for nomination.

D. Nominations and endorsements shall be accepted in accordance with the following requirements, in chronological order within the time frames and deadlines set out in Board policy:

(1) Active Members in any Association Region in which there are expiring terms or vacancies in Director positions shall be notified by the date established through Board policy that the Active Member may nominate one of its trustees as a candidate for a Director position in which the term is expiring or a vacancy exists within the Active Member's Region.

(2) The Nominations Committee's chair, or designee, shall have received the following in writing in the Austin office of the Association by the deadline established through Board policy:

(a) The Active Member's nomination, in such form as required by the Association, which shall include a verification by the Active Member's board president or other board officer as to the date of board action.

(b) Candidate information required by the Association, which shall include (i) the

candidate's written confirmation of his or her intent to be nominated as a candidate and willingness to serve if elected, (ii) biographical information, and (iii) responses to the questionnaire(s) developed by the Association.

(3) A listing of all candidates running for Director positions shall be sent to the superintendent and board president of each Active Member in each Association Region in which there are any expiring terms or vacancies in Director positions by the date established through Board policy. The candidate listing also shall be posted on the Association's website. Candidates, Directors, Delegates, and Active Members shall be subject to any campaign protocols or regulations established through Board policy.

(4) Active Member endorsements of candidates shall be received in the Austin office of the Association by the deadline established through Board policy in order for such endorsements to be considered. An Active Member may endorse only one candidate for each open Director position within its Association Region. Only candidates who have complied with the requirements of Article VI, Section 2D(2), may be endorsed. Endorsements adopted by an Active Member before the Association sends the list of candidates pursuant to Article VI, Section 2D(3), or endorsements that are not on the endorsement form provided by the Association in a given year shall not be accepted. An Active Member's nomination of one of its trustees [Article VI, Section 2D(2)] shall be considered the Active Member's endorsement for that Director position.

(5) If a majority of the Active Members in an Association Region endorses the same candidate, that candidate shall be elected to the Director position and shall take office at the completion of the final official session of the annual convention during the year in which the Director was elected.

(6) If no candidate receives endorsements from a majority of the Active Members in the candidate's Association Region [Article VI, Section 2D(4)], the official annual Delegate Assembly list of nominees shall include the following:

(a) Candidates nominated by the Nominations Committee [Article VIII, Section 2H].

(b) Candidates receiving endorsements from at least 25 percent but less than a majority of the Active Members in an Association Region.

(7) Thereafter nominations may be made by the candidate's Delegate, provided the following conditions are met:

(a) The candidate's nomination was submitted in compliance with Article VI, Section 2D(2).

(b) The candidate interviewed with the Nominations Committee, unless the Committee waived the need for an interview based on criteria set out in Board policy.

(c) The candidate's intent and consent to run for the position by this alternate means is received in the Austin office of the Association five days prior to the annual Delegate Assembly.

E. Except for a Director position filled in accordance with Article VI, Section 2D(5), the official

annual Delegate Assembly list of nominees shall be prepared by the Nominations Committee as provided in these Bylaws [Article VIII, Section 2I]. The election shall comply with these Bylaws and any rules and procedures adopted for the Delegate Assembly at the start of the meeting. Such rules and procedures may allow uncontested nominees to be deemed elected without a vote.

F. If there is more than one nominee for a Director position, the nominee receiving the majority of the votes of the Delegates shall be elected. If no nominee receives a majority vote of the Delegates, a runoff election shall be conducted between the two nominees receiving the greater numbers of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

SECTION 3. DUTIES. The Board shall supervise, control, and direct affairs of the Association in accordance with the Articles of Incorporation, Bylaws, Cornerstone Principles, and Advocacy Agenda approved by the Delegate Assembly. The Board shall:

A. Actively promote the mission, purposes, and Cornerstone Principles of the Association.

B. Adopt the Association's budget and have discretion in the disbursement of the Association's funds.

C. Receive any devise, bequest, donation, or gift — either for real or personal property — and hold the same in absolute title or in trust; and invest, reinvest, and manage such property consistently with the mission and purposes of the Association.

D. Establish such Board policies as it deems appropriate in fulfilling its responsibilities under these Bylaws.

E. Appoint such agents as it may consider necessary.

SECTION 4. COMPOSITION.

A. The Association's governing body shall be composed of Directors from Large Districts or Association Regions. No Active Member shall have more than one individual serving on the Board.

B. All Directors shall represent their respective Association Regions, except the President, President-Elect, and Immediate Past President.

C. By virtue of student enrollment, individual Active Members or Association Regions may be eligible for a Director position as follows:

(1) (a) Not more than 14 Active Members shall be entitled to Large District Director positions. To qualify for a Large District Director position, the Active Member shall have had at least 1.25 percent of the total state ADA for two consecutive school years. If more than 14 Active Members qualify for Large District Director positions under this provision, the 14 Active Members with the largest ADA shall qualify.

(b) If the Active Member's ADA falls below 1.25 percent of the total state ADA for two consecutive school years or if an Active Member has qualified for a Large District Director

position and that Active Member is no longer one of the 14 school districts with the ADA required under Article VI, Section 4C(1)(a), the Active Member's entitlement to a Large District Director position shall end with the expiration of the current representative's term.

(2) (a) An Association Region shall be entitled to Regional Director positions for each 4.25 percent or fraction thereof of the total state ADA contained within the Association Region for two consecutive school years and after the ADA of each Active Member qualifying for a position by virtue of Article VI, Section 4 C(1), has been subtracted. Notwithstanding the foregoing, an Association Region shall be entitled to no more than three Regional Director positions.

(b) If an Association Region becomes entitled to multiple positions by this provision and then fails to sustain sufficient ADA for the entitlement over two consecutive school years, a Regional Director position shall be eliminated as follows:

i. If a vacancy exists in the Regional Director position, that position shall be eliminated.

ii. If there is more than one vacancy in the Regional Director positions, the vacant position with the first expiring term shall be eliminated.

iii. If there is no vacancy in the Regional Director positions, the existing position with the first expiring term within the Region shall be eliminated at the end of that term.

iv. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year, the position being held by the individual with the least tenure as a Regional Director shall be eliminated at the end of that term.

v. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year and being held by individuals with the same tenure, there shall be a drawing of lots to determine which Regional Director position shall be eliminated at the end of the term.

D. All calculations under this section shall be based on ADA data furnished by the Texas Education Agency available as of April 1 preceding the annual Delegate Assembly.

E. The Executive Director shall be a nonvoting *ex officio* Director and shall not be counted in the quorum of the Board.

F. The ESC boards shall be represented by one voting *ex officio* Director selected by a process and for a term prescribed by guidelines established by the ESC boards, but shall not be counted in the quorum of the Board.

SECTION 5. DURATION OF OFFICE.

A. Unless stated in these Bylaws otherwise, a Board year or annual period relating to a Director or the business of the Board commences at the official close of the annual convention and ends after the same event in the next year.

B. The term of office of each Director shall be three years and shall begin at the completion of the final official session of the annual convention during which the Director was elected by the annual Delegate Assembly.

C. Terms of Directors shall be staggered to allow, to the extent possible, for the election of one-third of the Directors each year. New Director positions shall be assigned to terms to retain this balance; however, if this is not possible, the assignment of terms shall be decided by drawing of lots.

D. Upon election to a three-year term, a Director may be reelected to no more than three additional terms. For purposes of determining a Director term limit, service time attaches to the individual and not the Association Region with which the Director is associated.

E. Upon election or succession to the office of President-Elect, the Director position previously held shall be declared vacant and a successor elected, except as provided in Article VI, Section 4A. Once elected President-Elect, the term limit that applies to a Director position shall no longer apply and shall not prevent the individual from completing the term of one year as President-Elect, one year as President, and one year as Immediate Past President.

SECTION 6. RESIGNATION AND REMOVAL.

A. A Director may resign by submitting a letter of resignation to the President. The resignation shall become effective upon receipt by the President.

B. A Director who is absent from three consecutive regularly scheduled Board meetings or from three consecutive regularly scheduled Standing Committee meetings may be removed from the Director position by a majority vote of all Directors. A Large District Director removed pursuant to this section shall be ineligible to serve for the remainder of the term to which the Director was elected.

C. Any Director may be removed by a two-thirds vote of the Board when, in the Board's judgment, the best interests of the Association would be served by removal.

SECTION 7. MEETINGS.

A. The Board shall hold at least four regular meetings that shall be spread throughout the year, with one taking place during the summer and the last meeting taking place during the week of the annual Delegate Assembly. The Executive Committee of the Board shall determine the dates and locations of the meetings for the upcoming Board year and report the meeting schedule to the Board before the Board year commences. The Board also shall be given 30 days' notice before each regular meeting by electronic means or by any other means accessible to the Directors.

B. Additional meetings of the Board may be called by the President or by the written request of a majority of the Board, provided that a written notice is sent to each Director at least 10 days before the meeting.

C. A meeting of the Board or a committee may be conducted in person or by alternate means, such as teleconference, videoconference, virtual, or any other means by which each participant can

communicate with all other participants.

SECTION 8. QUORUM AND VOTING.

A. A quorum shall consist of a majority of the Board.

B. Unless required otherwise by law, the Articles of Incorporation, or these Bylaws, a vote required or permitted to be taken shall be based on the "present and voting" parliamentary standard. No proxy voting shall be permitted.

C. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of the Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall have been signed or executed by the number of Directors or committee members as would be necessary to take that action at a meeting at which Directors or members of the committee were present and voted. The Board, by policy or resolution, may increase the number of votes required for an action taken by written consent. A written consent shall be signed or executed and dated by each Director or committee member, and consent may be provided in multiple counterparts. Directors or committee members may provide written consent by facsimile, email (from the email address of record), or any other form of written action from the Director or committee member.

SECTION 9. VACANCIES.

A. The Board may fill vacancies that occur in Director positions by electing an individual, by majority vote, to fill the vacancy until the next annual Delegate Assembly, in accordance with Board policy. At that time, a candidate shall be elected by the annual Delegate Assembly to fill the unexpired term in accordance with Article VI, Section 2.

B. Notwithstanding the foregoing and the eligibility requirements of Article VI, Section 2, if the powers and duties of a Large District's conventional school board have been suspended temporarily by the State of Texas, the Board may fill the Large District Director position with an individual from the Large District's temporary governing body on an interim basis, but such individual shall not be presented to the Delegate Assembly for election as otherwise provided in this section. Further, the term for such Large District Director position shall remain intact, even if the Board refills the position with the same person for a new term. In contrast, if a Regional (non-Large District) Director's conventional school board has been suspended in a similar manner by the State of Texas, the Regional Director's position on the Board is deemed vacated, and the Board may fill the position from the Association Region as set out in this section.

RESOLUTION OF THE BOARD OF TRUSTEES OF FLORENCE INDEPENDENT SCHOOL DISTRICT TEMPORARILY SUSPENDING BOARD POLICY CV (LOCAL) CHANGE ORDER AUTHORITY FOR ALL CONTRUCTION PROJECTS AUTHORIZED BY THE BOARD AND DELEGATING LIMITED AUTHORITY TO THE SUPERINTENDENT OR DESIGNEE

WHEREAS, the Board of Trustees of the Florence Independent School District (the "District") has adopted Board Policy CV (Local), which governs the delegation of authority related to construction contract change orders;

WHEREAS, the District is undertaking a series of construction projects and efficient management of these projects is essential to maintain schedule, cost control, and overall program success;

WHEREAS, the Board desires to suspend the application of Board Policy CV (LOCAL) as it relates to the Superintendent's authority for executing change orders for construction contracts, and instead implement a tailored delegation of authority with appropriate safeguards, limitations, and reporting obligations; and

WHEREAS, the Board intends to retain oversight of any change orders that involve notable aesthetic modifications to District facilities, regardless of the cost or scope of the change.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. **Suspension of CV (Local)**: The Board hereby suspends the application of Board Policy CV (Local) as it pertains to change orders for all construction contracts for projects that are authorized by the Board.

2. **Delegation of Change Order Authority to Superintendent**: The Superintendent or his designee is authorized to approve and execute change orders on all construction projects authorized by the Board, provided that each change order meets all of the following conditions:
    - Decreases the contract sum, or
    - Is within the Owner's contingency for the project,
    - Has also been reviewed and approved by the Project Architect.

    At all times, the total aggregate value of the change orders for each project may not exceed twenty-five percent (25%) of the original contract value, in accordance with Texas law (*see* TEX. EDUC. CODE § 44.0411). Any change order that will cause the contracted sum to increase will require board approval.

3. **Board Approval for Aesthetic Changes:** Notwithstanding the delegation above, any change order involving notable aesthetic modifications to District facilities (such as changes to architectural finishes, exterior appearances, interior design themes, or other elements substantially impacting the visual or public-facing character of the facility) must be brought to the Board for prior approval, regardless of cost.

4. **Reporting Requirement:** The Superintendent shall regularly report to the Board, summarizing all change orders executed under this delegation. Each report shall include the project name, contractor, description of the change, amount of the change, justification, and the impact on the contractually established contingency.

5. **Compliance with Law:** All change orders executed under this delegation must comply with applicable laws, including but not limited to the limits imposed under Texas Government Code Ch. 2269 and Texas Education Code § 44.0411, and must be executed in accordance with the terms of the underlying construction contract. It is also hereby found, determined and declared that sufficient written notice of the date, time, place, and subject of the meeting of the Board of Trustees of the Florence Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this _____ day of May, 2026.

By: _____
Ed Navarette, President
Board of Trustees of Florence Independent School District

ATTEST:

By: _____
_____, Secretary
Board of Trustees of the Florence Independent School District

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Florence Independent School District during a meeting on the ____ day of May, 2026. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this ____ day of _____, 2026.

By: _____
Ed Navarette, President
Board of Trustees of Florence Independent School District

Job Order Contract TX-FISD-001 with Florence Independent School District

This Job Order Contract TX-FISD-001 ("Contract") is hereby made by and between the Florence Independent School District ("Owner"), a political subdivision of the State of Texas, whose main office address is located at 306 College Ave, Florence, TX 76527, and Centrix Energy Partners, LLC. ("Contractor"), whose main office address is located at 792 Lois Drive, Sun Prairie, Wisconsin, 53590, for Job Order Contracting Services, with an effective date of ____ of May 2026.

RECITALS

Whereas, Owner is in need of job order contracting services; and

Whereas, this Contract is for the provision of job order contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract;

Whereas, Contractor has been procured as a Job Order Contractor vendor under The Interlocal Purchasing Partner ("TIPS") Contract #25010402 and is available to Owner through the TIPS purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1 The term "**Owner**" means Florence Independent School District and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "**Contractor**" means Centrix Energy Partners, LLC and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, TIPS Contract #25010402 and Contractor's proposal submitted in response to the solicitation issued by TIPS Contract #25010402 including the Vendor/Attachment Packet and all certifications therein, and Owner's Vendor Packet submitted by Contractor, which are fully incorporated herein for any and all purposes.

1.4 The term "**Subcontract**" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "**job order contracting**" means maintenance, repair, alteration, renovation, remediation or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of the work required are indefinite.

1.6 The term "**Job Order**" means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract, in the form of Attachment A hereto.

1.7 The term "**Unit Price Guide**" means the unit price book specified by TIPS in the procurement of

TIPS Contract #25010402.

1.8 The term "**Coefficient Multiplier**" means the numerical factor required to be applied pursuant to Contractor's award under TIPS Contract #25010402 which is applied to the Unit Price Guide unit prices to cover all of Contractor's costs in performing the Work of a Job Order.

1.9 The term "**Non-Pre-priced items**" means the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide.

1.10 The term "**Work**" means the doing of all things described in, reasonably related to, and necessary, proper, or incidental to the work and services related to work described in the Exhibits as required by this Contract and/or a Job Order, whether in whole or in part, and includes all labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and performance of all tasks provided or to be provided by Contractor to fulfill Contractor's obligations under this Contract, including any specific project requirements defined and further described in any Job Order.

1.11 The term "**pre-priced item**" means pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier.

II. TERM OF AGREEMENT

2.1 **Term**: The initial term of this Contract is one (1) year and shall be effective May 11, 2026 – May 10, 2027. Owner may exercise renewal options for up to four (4) additional one-year terms, in Owner's sole discretion, provided that Contractor is still an eligible vendor under the TIPS purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress**: Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditure for the initial one (1) year term is **Ninety Four Thousand Nine Hundred Ninety $94,990.00**. The cost of each specifically authorized Job Order will be established in a "Job Order" issued by Owner and executed by Owner and Contractor. Established cost amounts shall not be increased except by written change order to a previously issued Job Order executed by Owner and Contractor.

3.2 **No Guarantee of Energy Savings and/or Operational Savings:** It is expressly understood by both Parties that Contractor is not guaranteeing to Owner any specific amount of energy savings and/or operational savings that may result from the Work defined in Exhibit 1 being completed. The Work is intended to create a financial benefit for Owner but it is expressly understood by both Parties that Contractor is not guaranteeing any level of savings to Owner and further, that Contractor will not be required to measure and/or verify any level of savings as a result of the Work defined in Exhibit 1 being completed.

3.3 **Utility Rebates and Federal Tax Credits:** As a result of the pre-construction development efforts expended by Contractor, and as part of the Contract Sum set forth in Item 3.1 above, the Parties acknowledge and agree that all utility rebates and federal tax credits (such as 179D), including deductions and/or other value derived from such incentives, as a result of the Work being completed shall be assigned to Contractor as part of its overall compensation.

IV. SPECIFICATIONS AND DRAWINGS

4.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of any drawings and/or specifications for a Job Order and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings

and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

4.2 **Shop Drawings**: Shop drawings means drawings submitted to Owner by Contractor showing in detail:

a. the proposed fabrication and assembly of structural elements;

b. the installation (i.e., form, fit and attachment details) of materials or equipment; and

c. the construction and detailing of elements of the Work.

Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.3 Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract and Job Order requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such prior written approval by Owner shall be at Contractor's own risk and without any liability whatsoever to Owner.

4.3 Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.

4.4 "As-Built" Drawings and Shop Manuals: Contractor is required to submit two (2) complete sets of "as-built" drawings to Contractor within thirty (30) days after project acceptance. "As builds" shall be submitted on paper as well as electronically. Contractor must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

4.5 Omissions from the drawings or specifications or the incorrect description of details of work, which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or incorrectly described details of the Work.

4.6 Contractor shall check all of Owner's furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

V. USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, equipment specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials, which includes any and all general overhead costs

for preparation of the materials.

VI. MATERIAL AND WORKMANSHIP

6.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the Job Order and/or its specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

6.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles that Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, or articles.

VII. CONTRACTOR'S GENERAL RESPONSIBILITIES

7.1 **In General:** Contractor agrees to provide general and specific job order contracting services on a per-project basis as requested by Owner in accordance with the terms of this Contract. Contractor shall furnish all of the materials and perform all of the Work described in a Job Order. Contractor shall do everything required by this Contract, the Job Order, and any other requirements incorporated into this agreement or a specific Job Order by reference.

7.2 **Project Manager:** Contractor shall manage and provide all labor and material necessary and reasonably inferable for the complete performance of the Work on any project and/or Job Order authorized pursuant to this Contract.

7.3 **Standard of Care:** Contractor agrees to use the applicable standards of professional skill, care, best efforts, judgment and abilities to perform the Work detailed in the Job Order in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work within the time limits set forth in the Job Order. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. All Work under the Contract shall be performed in a skillful and workmanlike manner. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and all Word detailed in a Job Order. Unless otherwise specified in a Job Order, Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

7.4 **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project detailed in the Job Order. Contractor shall comply with all state and local building code requirements unless otherwise specifically detailed in the Job Order.

7.5 **Existing Conditions:** Contractor shall use the applicable standards of professional skill, care, best efforts, judgment and abilities to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

7.6 **Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

7.7 **Phasing:** Contractor shall not proceed beyond any previously authorized phase of the Work for a

project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order Proposal.

7.8 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract and a specific Job Order. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any Job Order and Owner. The designated representative shall not be changed without prior written approval of Owner, which approval shall not be unreasonably withheld.

7.9 **Documentation:** Contractor shall fully document its project activities, in shop drawings, reports or other methods as appropriate to the scope of work and as identified in the Job Order Proposal and/or Job Order. Unless otherwise stated in the Job Order or provided by Owner, Contractor shall bear the cost of providing all documents used by Contractor. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work as specified in the Job Order.** Unless otherwise stated in the Job Order, Contractor shall secure and pay for all governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

7.10 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

7.11 **Personnel Standards:** The Contractor shall employ only orderly and competent workers, skilled in the performance of the services, which they will perform under the Contract. The Contractor, its employees, Subcontractor, and Subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco products, illegal drugs or controlled substances while on the job or on the Owner's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. The following personnel standards shall apply to all Contractor's personnel assigned to Owner's property. Deviations from these standards require written consent of the Owner before Contractor's personnel are assigned to Owner's property.

1 **CRIMINAL BACKGROUND CHECKS**

For purposes of this Agreement, the following definitions shall be applicable:

- "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
- "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in 4.1, above, and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

For purposes of this section, a person does not have the opportunity for direct contact with students if:

.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);

.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or

.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this provision of this Agreement (including all subparts), as of that date, and that it:

- has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;
- has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Consultant, necessary to secure the information from the District and reimbursed the Consultant for same; and
- have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement.

2 **FREEDOM FROM DRUG USE**. Contractor's personnel assigned to Owner's property shall be demonstrably free from addiction to, or use of, illicit drugs, as determined by a ten-panel urinalysis drug screening. Testing shall be accomplished at clinically supervised independent collection sites, certified by the Substance Abuse and Mental Health Services Administration (formerly National Institute of Drug Abuse).

VIII. JOB ORDER PROCEDURES

8.1 Job Order Procedures

a. At Owner's discretion, Owner will submit a Job Order Proposal Request to Contractor for the individual project(s). This request will include, at a minimum, the following: project number, project title, name of Owner's project manager, Owner's customer point of contact, location, the project architect and/or engineer, if any, and a general description of the project. If a Job Order requires architectural or engineering services that constitute the practice of architecture or engineering within the meanings of Texas statutes, Owner shall select or designate an architect or engineer to prepare the construction documents for the project.

b. Upon receipt of the Job Order Proposal Request, Contractor shall promptly schedule a site visit

with the Owner's project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) business days from the time of notification.

c. During the site visit, the following will be accomplished:
    1. Pre-construction site inspection
    2. Review and validate the description of work
    3. Develop draft detailed statement of work
    4. Mark-up existing drawings to show required work (when existing drawings are readily available)
    5. Discuss project with end-user customer, ensure proposed work meets end-user objectives
    6. Establish Contractor's due date for the Job Order Proposal

d. Contractor will keep adequate notes of the site visit, including a before picture, in color, of the conditions, and provide a copy to Owner following completion of the site visit.

e. Contractor shall submit Contractor's Job Order Proposal within thirty (30) business days of receipt of Owner's Job Order Proposal Request. Contractor's Job Order Proposal shall include the following:
    i. A narrative description of Contractor's understanding of the project's scope of work;
    ii. A description of particular phases of the scope of the work;
    iii. A cost proposal detailing:
        1. the cost of the 'pre-priced' items as taken from the unit price guide (The cost proposal for each Job Order should be based substantially on the use of pre-priced items);
        2. the cost of any 'non-pre-priced' items (The proposed cost of all non-pre-priced items in the cost proposal shall include all of Contractor's cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items;
        3. any other costs that the Contactor intends to charge to the project (Note that other costs include extraordinary costs that are unique to a specific project and not generally or reasonably included in the coefficient multiplier; other costs may be added only if authorized or confirmed in writing by Owner. Other costs may be calculated as a lump sum for the Job Order or on a "not to exceed" basis.);
        4. a statement that all Contractor fees, overhead expenses and general conditions are included in the cost proposal; and
        5. a lump sum figure for performing the Work, if appropriate;
    iv. A description of all plans, specifications and other documents, including construction permits, to be used by Contractor in the performance of the Work;
    v. A proposed time schedule showing the sequence in which Contractor proposes to perform the Work and dates on which Contractor proposes to complete each phase of the scope of the work, including a proposed date to commence the Work and a proposed completion date of the Job Order.
    vi. If required by Owner, Contractor must submit a schedule chart, which may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart, if required, must contain:
        a. A list of the different types of work activities or work elements.
        b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
        c. Include proposed start and completion dates or time frames for each work activity or work element.
        d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percentage or dollar amount.
        e. Proposed traffic control methods providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc.
    vii. Contractor's designated representative primarily responsible for the Work;
    viii. A list of all subcontractors who Contractor proposes to use in the performance of the Work;
    ix. Any qualifications or conditions applicable to the Job Order Proposal; and

f. After Contractor's submission of its Job Order Proposal, Owner will review the Job Order Proposal and either proceed to issuance of a Job Order or schedule a time to review the Job Order Proposal with Contractor and negotiate any changes, clarifications or modifications.

g. Following the review of Contractor's Job Order Proposal, Owner shall issue Job Order in writing, in a form materially consistent with Attachment A hereto, incorporating any changes, clarifications or modifications to Contractor's Job Order Proposal made in the review process, and attaching the final Job Order Proposal as an exhibit.

h. Once issued, the Job Order is a not to exceed contract amount for the Job Order. No line item will be added to a Job Order because a line item was excluded by Contractor in Contractor's Job Order Proposal or draft or final Job Order; however, the Owner shall have no obligation to pay for goods or services contained in the Job Order Proposal that are not provided.

i. **Notice to Proceed:** If a Commence Date is not stated in the specific Job Order, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the Work identified in the Job Order on the date fixed in the Notice to Proceed. Upon the Commencement Date specified in the Job Order or Notice to Proceed, Contractor is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project detailed in the Job Order. Owner may make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor's responsibility.

j. **Quality Assurance/Quality Control Plan:** If requested by the Owner for a particular Job Order, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.

k. **Weekly Reports**: Contractor is required to submit weekly progress reports on each active Job Order electronically or in paper form to Owner at the end of each work week, which shall include a current schedule.

l. **Schedule**: Time is of the essence in rendering the services hereunder. The Job Order shall include a time schedule for each phase of the Work for the Job Order, and Contractor agrees to perform all obligations and render services in accordance with the schedule(s) established in the Job Order. In emergency or non-standard situations, Owner may require Contractor to complete a Job Order on an expedited basis. All Job Orders are to be completed within the timelines agreed to by Owner and Contractor as detailed in the Job Order. If Contractor falls behind the schedule detailed in the Job Order, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

m. **Emergency Work:** Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements.

IX. OWNER'S RESPONSIBILITIES

9.1 **Representative:** Owner designates the Executive Director of Facilities or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and

specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
b. The availability of labor, water, electric power, and roads;
c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
d. The conformation and conditions of the ground; and
e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement**: If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
c. Texas Asbestos Health Protection Rules

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

10.6 **Differing Site Conditions**: Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

c. Conditions at the site that differ materially from those which have been known to or may be reasonably anticipated to occur in the area.

10.7 **Investigation by Owner**: Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

10.8 **Equitable Adjustment**: No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK

11.1 **Contractor Inspection System**: Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

11.2 **Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

11.3 **Non-Conformance**: Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform**: If Contractor does not promptly replace or correct rejected Work, Owner may:

a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

a. Relieve Contractor of responsibility for providing adequate quality control measures;
b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
c. Constitute or imply acceptance; or
d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately.

11.11 **Waiver of Damages:** IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR PARTY FOR OR WITH RESPECT TO ANY CLAIMS FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES OR OTHERWISE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT IN ANY WAY A PARTY'S RIGHT TO PAYMENT SUBJECT TO TERMINATION OF THIS AGREEMENT PURSUANT TO ARTICLE XV.

11.12 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.13 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
b. All forms below must be included with the final payment documentation of the project, as applicable:
    1) Owner’s Manual(s)
    2) MSDS

3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
4) Warranties
5) Conditional Lien Release
6) Copies of all applicable permits, licenses, and/or other regulatory documents.

c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL

12.1 **Preservation**: Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so** and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements**: Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

XIII. CLEANING UP AND REFUSE DISPOSAL

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty**: In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance**: Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
b. Any defect of equipment, material, or workmanship furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration**: Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

a. Obtain all warranties required by the Job Order;
b. Require all warranties to be executed, in writing, for the benefit of Owner; and
c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration**: In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability**: Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

XV. PAYMENT

15.1 **Compensation**: Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing, subject to allowable additions and deductions. In order to ensure the timely completion of the Work, Owner shall pay Contractor for project mobilization no later than ten (10) days after execution of this Contract, in an amount equal to thirty percent (30%) of the Contract Sum stated in Section 3.1. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within thirty (30) days of receipt of invoice. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas statutes. Owner shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor no later than the twenty-first day after the date Owner receives the invoice and shall include in such notice a detailed statement of the amount of the invoice that is disputed. If Work or any portion thereof has not met the satisfactory approval of Owner's Representative, current and future payments shall not be made until both parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable; notwithstanding the foregoing, Owner may withhold from payments required no more than 110% of the disputed amount. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Texas statutes.

15.2 **Progress Payments**: If required by the Job Order, Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form

and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

15.3 **Application for Payment:** With each Application for Payment, Contractor must attach/detail the following information:

(1) Defective Work not remedied.
(2) Legal claims filed against Contractor or reasonable evidence indicating probable filing of claims;
(3) Failure of Contractor to make payments properly to any subcontractor or supplier for material or labor;
(4) A reasonable doubt that the Job Order can be completed for the unpaid Job Order balance; and
(5) Damage to another contractor.

15.4 **Payment Retention**: In the processing of progress payments, Owner shall retain a percentage of the estimated amount until final completion and acceptance of all Work performed under the Job Order as retainage as follows: if the individual Job Order is valued at less than $5 million, Owner shall retain two percent (2%); if the Job Order is valued at $5 million or more, Owner shall retain five percent (5%). Retention applicable to each Job Order shall be released within thirty (30) days after final completion of the Job Order and acceptance of the Work under the Job Order. Upon application to Owner for final payment and release of retainage, Owner may withhold retainage if there is a bona fide dispute between Owner and the Contractor and the reason for the dispute is that labor, services, or materials provided by the Contractor, or by a person under the direction or control of the Contractor, failed to comply with the express terms of the Contract or if the surety on any outstanding surety bond executed for the Contract does not agree to the release of retainage. Owner shall provide to Contractor written notice of the basis on which Owner is withholding retainage under this section.

15.5 **Right of Setoff**: In addition to all other rights and remedies that Owner may have, Owner shall have the right to setoff, against any and all amounts due to Contractor by Owner, whether due under this Contract or any other agreement between Owner (including any division of Owner) and Contractor, any sums for which Owner is entitled to under this Contract, as determined by Owner in its sole discretion, including, without limitation, sums due by Contractor to Owner as a result of indemnification obligations, warranty claims, and/or TIPS Administrative Fee(s), as applicable.

XVI. TERMINATION FOR CONVENIENCE OF OWNER

16.1 **Termination**: Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

a. Stop work as specified in the notice;

b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;

c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of

this Section;

d. As directed by Owner, transfer title and deliver to Owner:

i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and

ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;

e. Complete performance of the Work not terminated;

f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;

g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

XVII. DEFAULT

17.1 **Termination of Right to Proceed**: If Owner determines that Contractor is not handling the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may notify Contractor of such failure in writing and demand that the failure be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure within the seven (7) calendar day period, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work). In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

i. acts of God or of the public enemy,

ii. acts of Owner in its contractual capacity,

iii. acts of another Contractor in the performance of a written Contract with Owner,

iv. fires,

v. floods,

vi. epidemics,

vii. quarantine restrictions,

viii. strikes,

ix. freight embargoes, or

x. unusually severe weather

b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be

extended.

17.2 **Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 **Termination for Cause:** The Owner may terminate the Contract if the Contractor

- repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- engages in or permits serious or repeated worker misconduct in Section 4 of this exhibit;
- engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- is otherwise guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice and seven (7) days opportunity to cure, terminate employment of the Contractor and may (1) take possession of the site and of all materials thereon owned by the Contractor, and (2) finish the Work by whatever reasonable method the Owner may deem expedient. When the Owner terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

17.4 **Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

$1,000,000	Each Accident
$2,000,000	Policy Limits
$1,000,000	Each Employee

c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
$2,000,000 CSL	Products / Completed Operations
$2,000,000 CSL	Annual Aggregate
$2,000,000 CSL	Products Aggregate
$1,000,000 CSL	Fire, Lightning or Explosion
$5,000 Per Person	Medical Expense

d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

$1,000,000	Bodily Injury / Property Damage

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.

b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).

c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less that the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this Contract. Renewal or replacement certificates shall be furnished to Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Contract, Owner may purchase said insurance and deduct the cost of obtaining the insurance from Contractor’s contract sum.

19.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

19.7 Mail the original certificate of insurance to:

Florence Independent School District
ATTN: Rick Kirkpatric – Superintendent
306 College Ave
Florence, TX 76527

XX. CHANGES

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

a. In the specifications (including drawings and designs);

b. In Owner-furnished facilities, equipment, materials, services, or site; or

c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

a. Receipt of a written change order under Paragraph 20.1 above or;

b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

XXI. PAYMENT AND PERFORMANCE BONDS

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of $25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of $100,000. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds $100,000, the surety must:

(a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

(b) Have obtained reinsurance for any liability in excess of $100,000 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from

the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to any related federal requirements applicable to a Job Order. Owner shall advise Contractor of any prevailing wage requirements based on the funding source for each work order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits.

XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where

otherwise required by law.

23.7 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.8 **Severability:** Should any provisions(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

23.9 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

23.10 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

23.11 **Governing Law and Venue:** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in the City of Florence, Williamson County, Texas, which shall be the exclusive venue for any dispute hereunder, unless the parties agree to otherwise.

23.12 **Entire Contract:** This Contract, as defined herein, constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

23.13 **Financial Interest**: By signature hereon, Contractor certifies that no member of Owner's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Contract.

23.14 **Authority to Act**: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

23.15 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

23.16 **Interpretation:** Contractor agrees that the normal rules of construction that require that any ambiguities in the Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract or any Job Order.

23.17 **Modification:** This Contract may only be modified by a written instrument executed by the parties to be incorporated into this Contract.

23.18 **Assignment:** Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Owner. Any attempted assignment of this Contract by Contractor shall be null and void. Any Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Owner.

23.19 **Immunity:** Nothing in this Contract will be construed to waive, modify, or amend any legal defense available to Owner or any of Owner's past or present trustees, officers, agents, or employees, including, without limitation, governmental immunity from suit as provided by law.

23.20 **Liens:** No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contact, or the land upon which the same is situated.

23.21 **Certifications:**

Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the District that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This section does not apply to a sole proprietorship.

Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the District that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This section does not apply to a sole proprietorship.

Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three (3) business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:

Florence Independent School District
ATTN: Mr. Rick Kirkpatrick – Superintendent
306 College Ave
Florence, TX 76527

24.2.2 If to CONTRACTOR:

Centrix Energy Partners, LLC
ATTN: Adam Corwin – President
792 Lois Drive
Sun Prairie, Wisconsin 53590

XXV. OTHER CONTRACTS

25.1 Owner may undertake or award other contracts for additional work at or near the site of Work under this Contract or a Job Order. Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

25.2 Owner may award or enter into other contracts in its sole discretion, and nothing in this Contract may be construed to imply that Contractor has the exclusive right to provide job order contracting services to Owner.

XXVI. INDEMNIFICATION

26.1 **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, ITS AGENTS, EMPLOYEES, TRUSTEES AND OTHER OFFICERS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS, SUITE OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES, OR DAMAGES ASSERTED AGAINST IT BY REASON OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, SERVANTS, SUBCONTRACTORS, AND EMPLOYEES IN THE PERFORMANCE OF THE CONTRACT.**

XXVII. CONTRACT ORDER OF PRECEDENCE

27.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

a. Contract Modifications, if any;

b. this Contract, including exhibits;

c. Job Orders;

d. Drawings;

e. Specifications;

f. The contract documents for TIPS Contract # 25010402 including any addenda and attachments thereto;

g. Contractor's proposal submitted in response to the solicitation for TIPS Contract # 25010402.

XXVIII. PARTY ANTITRUST VIOLATIONS

28.1 Contractor assigns to Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

XXIX. AUDIT OF RECORDS

29.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, documents and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract or any Job Order issued hereunder. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract or the Job Order. All records shall be subject to inspection and audit by the Owner at reasonable times, without cost to Owner. Upon request, Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced, Contractor shall retain its records and accounts until such audit or compliance review has been completed.

XXX. DISPUTE RESOLUTION

30.1 **Mediation**. The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the American Arbitration Association under its Construction Industry Arbitration Rules. The request may be made concurrently with the filing of a complaint or appropriate demand for binding dispute resolution unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, the method binding dispute resolution shall be pursuant to Section 30.2. If the dispute is not resolved after mediation, the parties may pursue litigation; mediation is a condition precedent for litigation.

30.2 **Binding Arbitration**. Any disputes not resolved through negotiation or mediation in accordance with the above shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may award costs, and or attorneys fees to the prevailing party. **THE PARTIES UNDERSTAND THE ARBITRATION IS FINAL AND BINDING, AND THAT THEY ARE WAIVING THEIR RIGHTS TO OTHER RESOLUTION PROCESSES AND/OR COURT ACTION.**

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER

By: _____ _____
Mr. Rick Kirkpatrick Date
Superintendent

CONTRACTOR

By: _____ _____
Adam Corwin Date
President

ATTACHMENT A

JOB ORDER

This Job Order is subject to all of the terms and conditions contained within Job Order Contract TX-FISD-001 ("Contract"), hereby executed between Florence Independent School District ("Owner") and Centrix Energy Partners, LLC ("Contractor") dated **6th** of May 2026 and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with TIPS contract #25010402 and any amendment or modification of this Job Order must be in writing and signed by both parties.

Agreed Work. Contractor shall perform the Work specified herein as detailed in Exhibit 1.

1. Deadline for Performance. Contractor shall complete performance of the Work specified herein on or before August 15, 2026. The Date of Commencement will be fixed in a separate "Notice to Proceed", which will be issued by the Owner.

2. Agreed Total Price. The parties hereby agree that the Total Price for all Work under this Job Order is **Ninety Four Thousand Nine Hundred Ninety $94,990.00** with the scope specified in Exhibit 1. The pricing for this job order is valid for Forty-Five (45) days from the date stated above.

3. Bonding. Pursuant to Section XXI of the Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of $25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of $100,000. Both a payment and performance bond are required for this Job Order.

4. Insurance. Contractor shall provide certificate(s) of insurance as required by Section XIX of the Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Contract.

5. Owner's Authorized Representative. Owner's authorized representative for acceptance of any completed Work under this Job Order is Mr. Rick Kirkpatrick, District Superintendent.

AUTHORIZED AND ACCEPTED:

OWNER / FLORENCE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Name: _____ Title: _____

CONTRACTOR / CENTRIX ENERGY PARTNERS, LLC

By: _____ Date: _____

Name: _____ Title: _____

Exhibit 1. Scope of Work

Lighting Improvements and Ceiling Tile Replacements

1. Project Overview

The Contractor shall provide all labor, materials, equipment, supervision, demolition, and disposal services required to furnish and install new LED lights and ceiling tiles in the cafeteria and corridors of Florence Middle School.

2. Lighting Upgrade Quantities

A. **Cafeteria** – Replace (45) 2x4 4-lamp T8 troffers with LED troffer retrofits. Because the ceiling is sloped, we propose using the selectable wattage capability of the LED troffer retrofits to increase light levels for the fixtures mounted higher.
B. **Cafeteria** – Replace (3) Exit Signs with LED Exit Signs with integrated emergency lights (all other areas have existing "bug eyes" for emergency lighting).
C. **Dining Room** (the smaller room in the cafeteria) – Replace (17) 2x4 3-lamp T8 troffers with LED troffer retrofits.
D. **Dining Room** – Re-lamp the eight suspended fixtures with an appropriate LED lamp to match the 4000K color of the surrounding fixtures.
E. **Green Hall** - Replace (10) 2x4 T8 troffers (some de-lamped to 2 or 3 lamp T8) with LED troffer retrofits.
F. **Purple Hall** - Replace (15) 2x4 T8 troffers (some de-lamped to 2 or 3 lamp T8) with LED troffer retrofits.
G. **Hall between Purple and Blue** - Replace (5) 2x4 T8 troffers (some de-lamped to 2 or 3 lamp T8) with LED troffer retrofits.
H. **Blue Hall** - Replace (15) 2x4 T8 troffers (some de-lamped to 2 or 3 lamp T8) with LED troffer retrofits.
I. **Display Cases** (Cafeteria, Purple and Blue Halls) – Re-lamp with Type B LED tubes.

3. Ceiling Tile Replacements

A. Replace all ceiling tile, reuse existing ceiling grid. Dispose of existing ceiling tile. Areas within scope:
    a. Cafeteria
    b. Dining Room
    c. Green Hall
    d. Purple Hall
    e. Hall connecting Purple and Blue Halls
    f. Blue Hall

4. Working Hours

It is assumed work may take place over Summer 2026, and normal/weekday hours are acceptable.

5. Materials

- Ceiling Tile: Similar color, texture, and size (2 x 2) as existing.
- Lighting: ASD LED Troffer Kit with limited 5 year manufacturer warranty.

6. Code Compliance & Safety

- Comply with all relevant building codes and district safety protocols
- Protect school occupants and property at all times

- Maintain clear pedestrian access and proper barricading

7. Warranty

Contractor shall provide a one (1) year warranty covering:

- Labor
- Materials
- Workmanship
- Manufacturer defects

Contractor to transfer any extended manufacturer warranties to Florence ISD.

8. Deliverables

- LED upgrades in nominated areas
- New ceiling tile in nominated areas
- Dispose of existing materials and recycle lamps per environmental requirements
- Completed punch list
- Warranty documents
- Closeout package with O&M information

English

LED TROFFER KIT

DESIGN - LED TROFFER KIT comes with a durable iron commercial grade housing resistant to rust and impact, anti-glare PC lens, and driver with circuit overload, short circuit, and low-voltage protection, making it both safe and reliable. It is designed to operate on 120-277V circuits.

COLOR AND POWER SELECTABLE - You can choose either a 3,500K neutral white, 4,000K cool white or 5,000K daylight color temperature and change the power with a simple switch.

INSTALLATION - Quick and easy retrofit recessed installation with included end brackets.

APPLICATION - Perfect commercial or industrial solution for offices, hospitals, schools, retail, workshops, and many other applications. It is also Damp Locations rated.

ADVANTAGES - With calculated lifespan up to 180,000 hours, these fixtures are made to last decades under normal operation! ASD provides a 5-year limited warranty along with UL and DLC Standard certifications to guarantee top quality products and safety!

Catalog number	
Notes	
Type	



Model	Type	Watts	Voltage	Dimmable	Lumens	CCT	Finish	Dimensions (LxWxH)
ASD-LTRK-22A30-2P	2x2	20/25/30W	120-277 V	0-10 V	up to 4,015 lm	3CCT (3,500/4,000/5,000 K)	White	23-7/8" x 23-7/8" x 3-3/8"
ASD-LTRK-24A45-2P	2x4	34/38/45W	120-277 V	0-10 V	up to 6,507 lm	3CCT (3,500/4,000/5,000 K)	White	47-13/16" x 23-7/8" x 3-3/8"

For detailed luminous flux information please refer to Annex 1.

ORDERING INFORMATION

Model	UPC	Pcs. (pack) per carton	Carton size	Carton weight
ASD-LTRK-22A30-2P	810128117074	2 (1)	26.6" x 24.5" x 5.1"	17 lbs
ASD-LTRK-24A45-2P	810128117081	2 (1)	50.8" x 24.5" x 5.1"	26.2 lbs

ANNEX 1

Model	Watts	3,500 K	4,000 K	5,000 K
ASD-LTRK-22A30-2P	20W	2,672 lm	2,775 lm	2,784 lm
	25W	3,284 lm	3,479 lm	3,368 lm
	30W	3,840 lm	4,015 lm	3,884 lm
ASD-LTRK-24A45-2P	34W	4,769 lm	4,987 lm	4,930 lm
	38W	5,295 lm	5,561 lm	5,458 lm
	45W	6,119 lm	6,507 lm	6,380 lm

ASD LIGHTING CORP
E-mail: orders@asd-lighting.com | Web site: www.asd-lighting.com

English

LED TROFFER KIT

PRODUCT SPECIFICATIONS:

Construction & Materials		
Housing	Steel	
Lens	PC	
Finish	White	
Weight	ASD-LTRK-22A30-2P	12.6 lbs (5.7 kg)
	ASD-LTRK-24A45-2P	20.9 lbs (9.5 kg)
Environmental system		
Work environment	Suitable for Damp Locations	
Operating temperature	-4°F to 122°F (-20°C to 50°C)	
L-70 Life	R >102,000 hrs; C > 180,000 hrs	
Optical system		
Color temperature	3CCT switch (3,500/4,000/5,000 K), 5,000 K by default	
CRI	> 80	

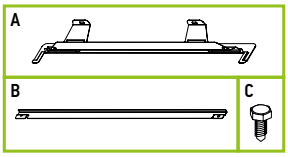
Electrical system		
Input voltage	120-277 V	
Max input current	ASD-LTRK-22A30-2P	0.35 A
	ASD-LTRK-24A45-2P	0.44 A
Inrush current (Action time)	ASD-LTRK-22A30-2P	75 A (1 S)
	ASD-LTRK-24A45-2P	60 A (1 S)
Off state power	0W	
Power consumption	ASD-LTRK-22A30-2P	20/25/30W
	ASD-LTRK-24A45-2P	34/38/45W
Power factor	> 0.9	
Output voltage	30-42 V	
Max output current	ASD-LTRK-22A30-2P	0,45/0,54/0,65 A
	ASD-LTRK-24A45-2P	0,75/0,85/0,95 A
Surge protection DM/CM	2.5 kV / 2.5 kV	

Dimming compatible controls				
Brand	Legrand	Lutron		
Models	RH4FBL3PW	NTSTV-DV	DS710	NFTV
		DVSTV	IP710	

Regular and voluntary certifications
5-year limited warranty
DesignLights Consortium (DLC) listed (Classification: Standard) Main: Indoor luminaires; General application: Troffer; Primary use: Luminaires for ambient lighting of Interior commercial spaces
UL certified E475148

PACKAGE CONTENTS:

Description	Q-ty
LED Troffer Kit	2
End-brackets (A)	2
Side plates (B)	2
Self-tapping screws (C)	4
Box	1



INSTALLATION GUIDE

IMPORTANT SAFETY INFORMATION:

Please read all the instructions below before installation.

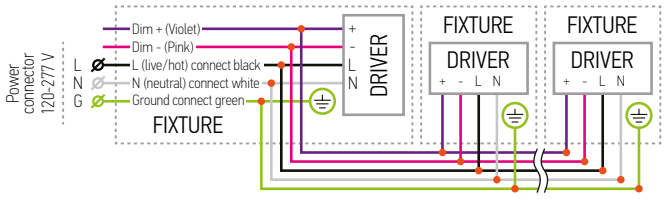
- Make sure that the supply voltage corresponds to the rated product voltage.
- The product must be installed by a qualified electrician in accordance with the National Electrical Code and corresponding local codes.
- If the product is damaged, do not use it.

⚠WARNING

Risk of personal injury – read and follow all warnings and installation instructions. Keep or give to the owner for future reference.
Risk of cuts: Wear gloves to prevent cuts or abrasions when removing from carton, handling, installing, and maintaining this product.
Risk of electric shock: This product must be installed in accordance with the applicable installation code by a person familiar with the construction and operation of the product and the hazards involved.
Risk of Fire: Minimum 194°F supply conductors. Consult a qualified electrician to ensure correct branch circuit conductor.
ASD® assumes no responsibility for claims arising out of improper or careless Installation or handling of this product.

ELECTRICAL SCHEMATIC DIAGRAM:

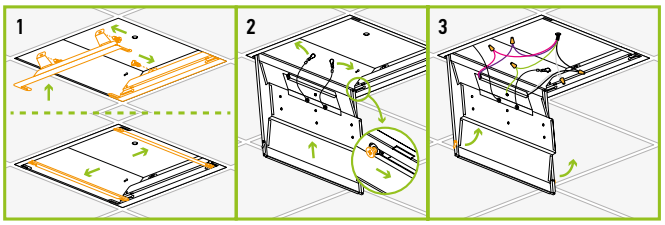
LTR multiple fixture connection



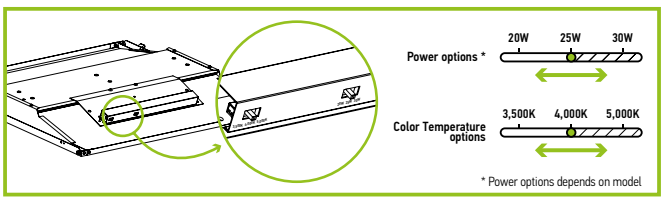
Linking limits: The total maximum power of all lamps connected one to another in line should not exceed 500 watts at 120 volts or 1000 watts at 277 volts. For example, if a troffer model ASD-LTR-24A45-2P is operated at 45 watts and 277 volts, the maximum number of these models is 1000/45, or 22 units.

INSTALLATION STEPS:

1. Attach the end-brackets to the original fixture housing. Secure the brackets in place using four self-tapping screws. If there are any gaps between the fixture and the existing ceiling grid, you can install the optional side plates to cover them.
2. Attach the cover to the brackets by inserting the two rivet nuts into the keyholes on the end-brackets. Slide the cover horizontally to the end of the slots. Connect two safety cables between the housing and the cover.
3. Connect the wires inside the driver box: Black to Black, White to White, Green to Green. Close the cover and secure it by locking the latches.



POWER AND COLOR TEMPERATURE SETTINGS:



For most up-to-date spec sheets please refer to asd-lighting.com

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Board Agenda Item - Budget Amendment No. Three: TIA and Other Costs

Budget Amendment (2025-26):

Item	Account Code	Description / Account Code	Current Budget	Fund Source	Appropriation	Line Item Total
	Amend Revenues and Expenditures for TIA, Printing, and Value Audit Costs					$ -
1						$ -
	199-00-5829-00-000-6-00	Teacher Incentive Allotment State Funding		$ 100,000.00		$ 100,000.00
						$ -
	Additional Appropriation with Transfers, By Function.					$ -
2	199-11-6119-10-101-6-11-003	Teacher Incentive Allotment Salaries			$ (100,000.00)	$ (100,000.00)
	199-34-6129-01-999-6-99-000	Salary Balances		$ 50,018.00		
	199-41-6299-01-750-6-99-003	Property Value Audit Expense			$ (15,018.00)	$ (15,018.00)
		2023-24 School Year Additional Funding $214,563			$ -	$ -
	199-53-6639-00-999-6-99-003	Printing Equipment - Curriculum Materials			$ (35,000.00)	$ (35,000.00)
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				$ 150,018.00	$ (150,018.00)	

PROPOSED REVISIONS 1.13.26

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits in addition to the number mandated by the state for graduation under the foundation program with the distinguished level of achievement.
Local Early Graduation	A student seeking to graduate early through a Florence ISD local early graduation pathway shall meet all of the following requirements below.
Requirements	
Credit Completion	The student shall complete all coursework and credit requirements necessary for graduation under the Foundation High School Program, including any earned endorsement.
College, Career, and Military Readiness (CCMR)	Prior to approval for early graduation, the student shall meet at least one College, Career, and Military Readiness (CCMR) indicator as defined by the Texas Education Agency for accountability purposes.
Verification	The District shall verify documentation demonstrating that the student has met a CCMR indicator before approving early graduation and issuing a diploma.
Guidelines	This policy applies only to local district early graduation pathways and shall not apply to students graduating under the Texas First Early High School Completion Program. The District shall not impose additional requirements on students participating in the Texas First Early High School Completion Program beyond those authorized by state law. The Superintendent shall develop administrative regulations to implement this policy, including application procedures, timelines, documentation requirements, and approval processes.

Career and Technical Education Program of Study

The Board establishes the following local graduation requirement to ensure students graduate prepared for postsecondary education, employment, or military service.

Program of Study Requirement

In addition to meeting all state graduation requirements, a student graduating from Florence ISD shall complete at least one Texas Education Agency–approved Career and Technical Education (CTE) Program of Study prior to being awarded a high school diploma.

Definition

A Career and Technical Education (CTE) Program of Study includes a coherent sequence of CTE courses approved by the Texas Education Agency that aligns to an industry cluster or career pathway and includes advanced coursework.

Documentation

Completion of the CTE Program of Study shall be documented in the student's academic record.

Endorsement Alignment

A CTE Program of Study may be used to satisfy endorsement requirements under the Foundation High School Program when applicable.

Waivers

The Superintendent may approve a waiver of the Program of Study requirement only under documented extenuating circumstances, including transfer into the District with insufficient time to complete a program of study or other circumstances permitted by law.

Guidelines

The Superintendent shall develop administrative regulations to implement this policy, including program availability, student advising, documentation, and waiver procedures.

No Fine Arts Substitutions

The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.

Physical Education Substitutions

Activities and Courses

To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

No Private or Commercial Programs

The District shall not award state graduation credit in physical education for private or commercially sponsored physical activity programs conducted either on or off campus. [See also EHAC]

Financial Aid Application Confirmation

As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:

1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;

2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;

3. A copy or screenshot of the FAFSA acknowledgment page;

4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);

5. An acknowledgment receipt from an institution of higher education (IHE); or

6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

Florence ISD 2025-2026 Enrollment Report

Enrollment Monthly	EE	PK	K	1st	2nd	3rd	4th	5th	Total F.E.S.	6th	7th	8th	Total F.M.S.	9th	10th	11th	12th	Total F.H.S.	Total District
September 3, 2025	0	41	76	72	82	87	81	91	530	79	82	86	247	101	74	94	75	344	1121
October 06,2025	0	41	75	71	82	87	80	94	530	80	84	88	252	105	75	94	75	349	1131
November 6, 2025	0	40	78	71	84	86	80	94	533	80	84	88	252	104	75	94	75	348	1133
December 4, 2025	0	40	77	72	84	88	79	94	534	81	84	87	252	102	75	94	75	346	1132
January 6, 2026	0	40	77	72	83	88	79	94	533	80	85	89	254	101	73	92	74	340	1127
February 13, 2026	0	40	77	73	83	89	77	94	533	80	85	90	255	100	73	86	79	338	1126
March 3, 2026	0	41	75	73	83	89	76	92	529	80	85	88	253	100	72	88	80	340	1122
April 9, 2026	0	41	75	73	82	89	77	90	527	81	83	88	252	99	72	88	80	339	1118
May 6, 2026	**0**	**42**	**75**	**73**	**82**	**89**	**77**	**89**	**527**	**82**	**83**	**88**	**253**	**98**	**72**	**89**	**80**	**339**	**1119**

Enrollment First Day of School

August 24, 2015	0	57	60	67	67	69	67	78	**465**	72	70	80	**222**	82	61	87	70	**300**	**987**
August 22, 2016	0	30	70	63	70	67	77	70	**447**	86	79	81	**246**	79	77	61	77	**294**	**987**
August 21, 2017	1	35	50	79	66	74	78	74	**457**	77	89	82	**248**	86	78	77	67	**308**	**1013**
August 20, 2018	1	29	69	56	78	78	81	78	**470**	76	81	94	**251**	84	91	81	74	**330**	**1051**
August 15, 2019	0	36	73	70	57	87	67	85	**475**	81	78	85	**244**	94	79	86	77	**336**	**1055**
August 31, 2020	0	30	57	78	78	57	88	66	**454**	87	90	80	**257**	92	92	74	85	**343**	**1054**
August 12, 2021	1	34	67	72	66	72	61	88	**461**	67	91	90	**248**	90	87	84	61	**322**	**1031**
August 18, 2022	3	42	80	75	78	79	86	68	**511**	90	76	93	**259**	96	95	92	82	**365**	**1135**
August 16, 2023	2	35	77	77	75	72	81	85	**504**	72	91	78	**241**	97	95	91	84	**367**	**1112**
August 14,2023	1	41	57	79	81	74	84	78	**495**	78	72	98	**248**	74	108	81	82	**345**	**1088**
August 13,2025	**0**	**40**	**71**	**65**	**80**	**86**	**81**	**90**	**513**	**79**	**80**	**82**	**241**	**98**	**74**	**92**	**72**	**336**	**1090**

Enrollment Peims Snapshot Date

October 30, 2015	0	65	63	69	67	70	73	79	**486**	72	78	81	**231**	87	62	91	69	**309**	**1026**
October 28, 2016	2	33	75	68	73	70	75	71	**467**	86	83	85	**254**	83	83	62	76	**304**	**1025**
October 27, 2017	2	40	51	80	72	78	77	73	**473**	80	92	86	**258**	94	79	77	67	**317**	**1048**
October 26, 2018	3	31	73	58	79	80	87	78	**489**	78	86	96	**260**	86	95	83	73	**337**	**1086**
October 25, 2019	3	39	81	74	60	86	88	86	**517**	85	80	90	**255**	101	79	86	81	**347**	**1119**
October 30, 2020	3	33	61	78	75	54	90	67	**461**	90	93	81	**264**	93	96	75	86	**350**	**1075**
October 29, 2021	3	34	77	74	75	80	65	97	**505**	73	95	98	**266**	96	97	88	65	**346**	**1117**
October 28, 2022	3	43	82	73	81	79	85	69	**515**	94	83	98	**275**	100	101	93	83	**377**	**1167**
October 27, 2023	6	39	77	79	83	77	82	90	**533**	76	96	78	**250**	96	95	91	88	**370**	**1153**
October 25, 2024	1	44	65	82	87	79	84	81	523	79	83	100	262	78	106	84	89	357	1142
October 31, 2025	**0**	**40**	**77**	**71**	**83**	**86**	**80**	**94**	**531**	**80**	**83**	**88**	**251**	**104**	**75**	**94**	**75**	**348**	**1130**

Enrollment End of School

June 4, 2015	0	55	64	69	69	66	77	62	**462**	79	77	75	**231**	74	85	77	72	**308**	**1001**
June 2, 2016	0	65	66	70	68	72	73	77	**491**	74	77	76	**227**	80	62	78	71	**291**	**1009**
May 25, 2017	3	35	76	63	69	74	72	70	**462**	85	84	84	**253**	81	80	67	73	**301**	**1016**
May 31 2018	1	42	53	80	75	74	76	71	**472**	78	86	85	**249**	91	77	76	66	**310**	**1031**
May 30 2019	1	34	73	58	81	79	85	77	**488**	76	83	95	**254**	80	92	79	66	**317**	**1059**
May 28, 2020	6	41	80	76	57	86	65	86	**497**	87	82	87	**256**	98	77	83	79	**337**	**1090**
May 27, 2021	6	35	65	79	72	58	89	66	**470**	92	92	81	**265**	101	98	75	89	**363**	**1098**
May 26, 2022	4	34	80	75	77	82	69	94	**515**	79	94	99	**272**	97	95	90	69	**351**	**1138**
May 25, 2023	6	49	82	74	86	82	86	72	**537**	98	82	95	**275**	95	95	83	84	**357**	**1169**
May 23, 2024	7	33	77	79	79	75	80	86	**516**	73	98	77	**248**	105	93	87	90	**375**	**1139**
May 29,2025	**1**	**40**	**67**	**80**	**89**	**75**	**89**	**80**	**521**	**79**	**80**	**95**	**254**	**71**	**99**	**76**	**89**	**335**	**1110**

	1 - First six weeks		2 - Second six weeks		3 - Third six weeks		4 - Fourth six weeks		5 - Fifth six weeks		6 - Sixth six weeks		Total	
	PIA	Attendance Enrollment	PIA	Attendance Enrollment	PIA	Attendance Enrollment	PIA	Attendance Enrollment	PIA	Attendance Enrollment	PIA	Attendance Enrollment	PIA	Attendance Enrollment
Grade PK	95.3%	42	94.6%	43	94.2%	40	94.5%	40	--	--	--	--	**94.7%**	**43**
Grade KG	94.8%	76	94.0%	78	93.8%	78	95.0%	79	--	--	--	--	**94.4%**	**81**
Grade 01	96.6%	73	93.8%	72	94.6%	72	95.2%	73	--	--	--	--	**95.1%**	**77**
Grade 02	97.3%	85	95.7%	84	95.3%	86	95.7%	83	--	--	--	--	**96.0%**	**88**
Grade 03	97.4%	88	95.4%	88	94.1%	88	96.5%	89	--	--	--	--	**96.0%**	**93**
Grade 04	98.1%	81	95.6%	81	95.9%	80	96.8%	79	--	--	--	--	**96.6%**	**82**
Grade 05	95.7%	94	95.8%	95	95.7%	95	95.4%	95	--	--	--	--	**95.6%**	**98**
Grade 06	96.6%	81	94.7%	81	93.9%	81	92.4%	80	--	--	--	--	**94.5%**	**83**
Grade 07	96.9%	84	96.4%	85	93.3%	84	95.8%	85	--	--	--	--	**95.7%**	**87**
Grade 08	97.1%	87	94.6%	88	93.9%	88	94.9%	91	--	--	--	--	**95.2%**	**92**
Grade 09	96.1%	103	94.6%	104	92.3%	105	93.4%	102	--	--	--	--	**94.2%**	**107**
Grade 10	96.9%	77	95.7%	76	95.1%	75	94.9%	73	--	--	--	--	**95.7%**	**78**
Grade 11	96.6%	94	95.2%	94	94.2%	94	95.5%	87	--	--	--	--	**95.4%**	**95**
Grade 12	96.0%	75	94.5%	75	91.8%	75	91.3%	81	--	--	--	--	**93.5%**	**83**
Total Students	**96.6%**	**1,139**	**95.1%**	**1,144**	**94.1%**	**1,141**	**94.8%**	**1,137**	**--**	**--**	**--**	**--**	**95.2%**	**1,179**

FLORENCE NEWS TILL END OF YEAR!

5/2-5/28 FROM: PRINCIPAL PAREDES

TEACHER APPRECIATION MAY 4TH-MAY 7TH

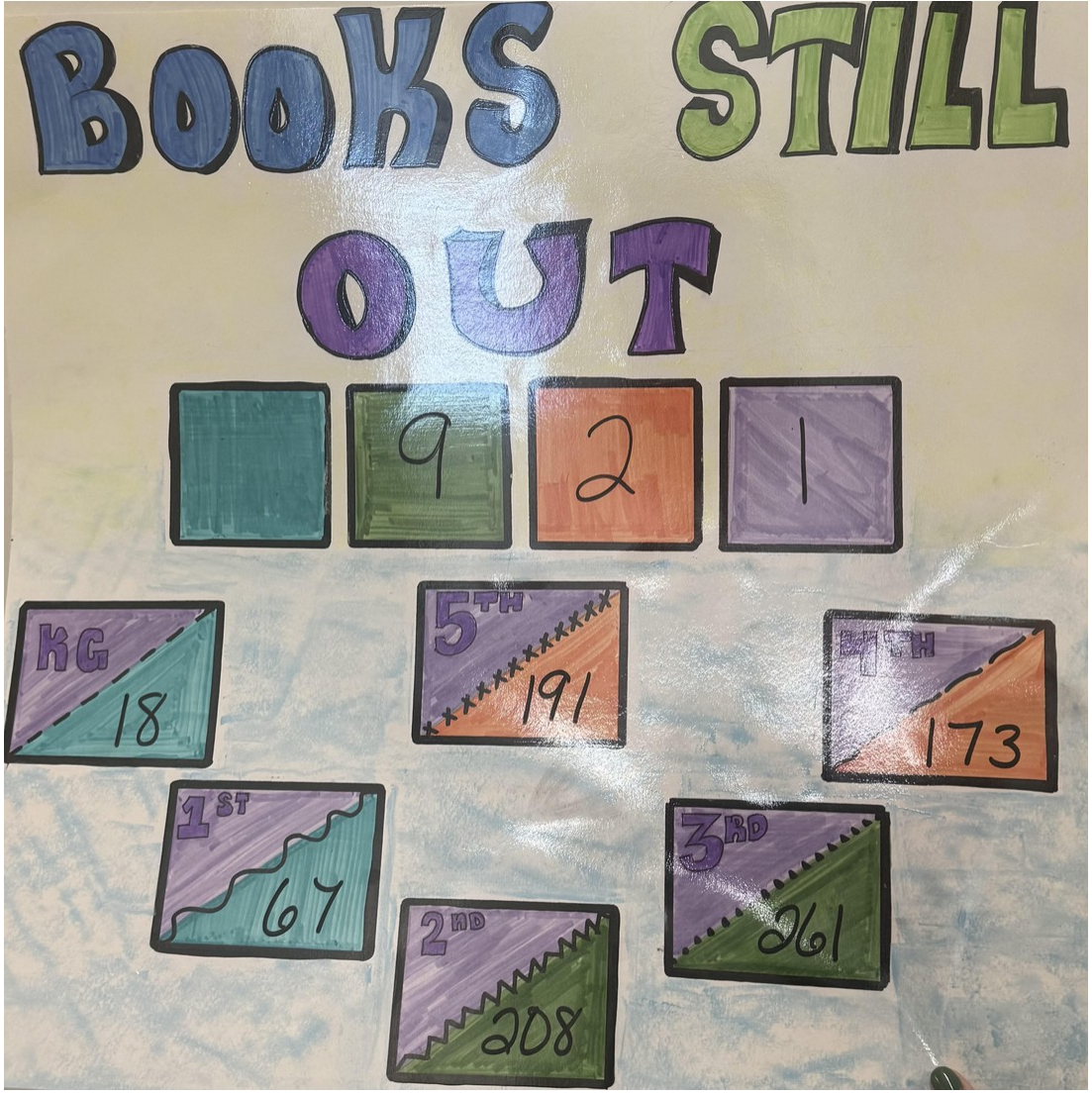
Parents,

Teacher Appreciation Week is coming up next week, and to help you show how much you love your educators, I've included a sheet with staff names and some of their favorite things. This is just in case you'd like to bring them a little something special.

Staff Names for Teacher Appreciation

LIBRARY BOOKS

It's that time of year for students to turn in library books. We will begin collecting books next week. We currently have over 900 books checked out.
Please look for any library books at home and encourage students to return them over the next couple of weeks so we can account for all books and get them shelved and ready for next school year.



TYPHOON TEXAS 2ND- 5TH AND WATER DAY FOR PK-1ST AT FES- MAY 15TH

Typhoon Texas Field Trip:

• **Date**: May 15th
• **Time**: Buses depart at 8:15 AM and return by 2:30 PM
• **Spots Still Available** – 50 Student Spots Left!
• We would love for all students to join the fun. Please send payment as soon as possible to secure your child's spot.

What to Wear & Bring:
• Students may wear their bathing suits to the park.
• Swimsuits must be appropriate for a family-friendly water park.
• Water shoes are encouraged.
• Life jackets will be available for inexperienced swimmers, or students may bring their own.
• Swimsuits with built-in flotation devices are allowed.
• No backpacks or personal items are needed. Please leave them at home.

Trip Information
• Students will be paired and supervised by staff members.
• Buses will leave promptly at 8:15 AM and return by 2:30 PM.

Chaperone Guidelines
• Chaperones may not bring other children or visitors to the park.
• A ticket is required for entry and tickets cannot be purchased at the park.

• Chaperones must complete pre-check-in before the trip.
• If taking your child home from the park, you must sign them out with staff.

PK–1st Grade Water Day:
• Our youngest learners will have fun too.
• Pre-K through 1st grade students will enjoy a Water Day on campus, sponsored by PTO.
• More details will be shared soon by the homeroom teacher.

5TH GRADE WILL VISIT FMS ON WEDNESDAY 05/21

Our amazing 5th graders will visit Florence Middle School on Wednesday, 05/21, to kick off their transition to middle school! They will be at the middle school from 8:15 to 9:15 AM, so please make sure they come ready and prepared for the exciting time they will have.

AWARD CEREMONIES/FIELD DAY PRE- CHECK IN DETAILS

To help avoid long lines and ensure a smooth experience during next week's award ceremonies, we are offering **Pre Check-In**. This will allow you to skip the regular check-in line on the day of the ceremony and go directly to the Pre Check-In table to pick up your visitor pass.

Pre Check-In Details:
Dates: Monday, May 11th – Thursday, May 21st**Location: Front Office**
What You'll Need: A valid photo ID

Important:
Every adult attending the award ceremonies or Field Day must be present and show their ID during Pre Check-In. Please note: We will **not** offer Pre Check-In on Friday, May 22nd, since it is Field Day.

If you choose not to Pre Check-In, doors will open **45 minutes before each scheduled ceremony** for on-site check-in. Ceremonies will begin promptly at the times listed below, so we strongly encourage families to take advantage of Pre Check-In to avoid delays and ensure you do not miss any part of your child's celebration. If you would like to take your child home after the event, please let the homeroom teacher know in advance. If you need to check out siblings, you must go through the front office and present your ID.

MARK YOUR CALENDAR!

5/5- Teacher Appreciation Week
5/8- Staff and Student Holiday
5/15-Typhoon Texas and Water Day
5/22 – Field Day-More information coming soon.
5/25- Memorial Day- No School

5/26 – Award Ceremonies
4th Grade: 8:45–9:30
PK: 10:00–10:30
2nd Grade: 11:00–11:45
1st Grade: 12:30–1:15
3rd Grade: 2:00–2:45

5/27 – Kinder Graduation

Kinder Graduation: 9:00–10:00

5/28 – Award Ceremony
5th Grade: 9:30–10:00

Ercilia Paredes
Ercilia is using Smore to create beautiful newsletters



FMS Board Brief

May 7, 2026

BuffsBeTheBestTheyCanBe

Upcoming Campus Events

May 7th

- Pride of Texas Music Festival - Beginner Band
- Sports Physicals at FMS 8-5pm
- Be Seen in Green! Mental Health Awareness Month.

May 8th

- Student Holiday

May 11th-22nd

- Living Well Aware Curriculum - 6th grade

May 12th

- EOY MAP Test - Reading

May 13th

- EOY MAP Test - Math

May 14th

- EOY MAP Test - Science
- Spring Choir Concert 5:30pm - **TIME CHANGE**

May 15th

- NJHS meeting during HERD

May 18th

- FHS First Stampede - 8th graders

May 20th

- NJHS Induction Ceremony 5:30pm

May 21st

- Chromebook collection
- FFA Spring Banquet - 8th graders

May 22nd

- FMS Field Day

May 25th

- Student/Staff Holiday

May 26th

- 6th Grade Awards

May 27th

- 7th Grade Awards
- 8th Grade Graduation 6-7:30pm

CKH Word of the Month for March -Integrity

Student designed bulletin board in cafeteria!





Attendance Rates

YTD: 8/13-5/1: Campus Attendance Rates: 94.93%
6th Grade - 94.22%
7th Grade - 95.56%
8th Grade - 94.93%

Perfect Attendance Challenge May 1-28

All students who have perfect attendance for the month of May will be entered into a drawing to win a light-up, rolling speaker! Thank you to FISD Nutrition Services for donating the speaker as a prize option for our kiddos. May starts this Friday, so make sure you're on time and here all day, every day for your chance to win!



Herd Highlights

April Teacher of the Month

Lindsay Zimmer



Ms. Zimmer is widely appreciated for her positivity, kindness, and ability to make everyone feel valued and supported. As Head Volleyball Coach and a leader on the Culture and Climate Committee, she brings energy, encouragement, and an uplifting presence to campus. She is known for her patience, inclusivity, and contagious enthusiasm, always offering a kind word or laugh when needed. In addition to being an outstanding teacher and coach, she is a supportive mentor who balances her many roles with grace and dedication.

April Students of the Month

Each month, our FMS teachers vote for a grade level student of the month. Students who emulate our Motto: BuffsBeTheBestTheyCanBe! These students were announced and celebrated during our lunches!



Allie Havins
6th Grade



Olivia Kuehne
7th Grade



Jaelyn Conlee
8th Grade

Support Staff of the Year

Edrena Roberts

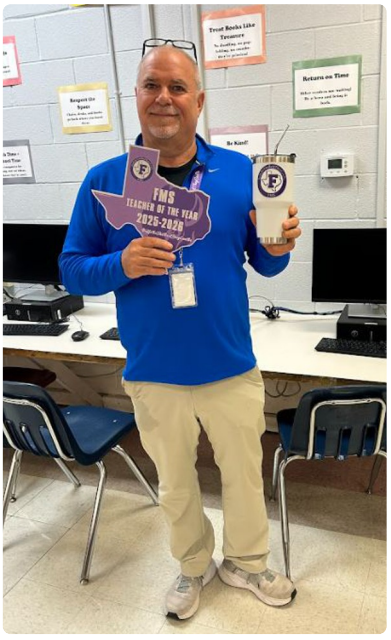
Mrs. Roberts is frequently described as the "GOAT" (Greatest of All Time) and the essential "rockstar" who keeps the school running like a well-oiled machine. As the heartbeat of the front office, she is celebrated for her selfless dedication, managing everything from complex scheduling and "putting out fires" to the minute tasks that often go unnoticed but are vital to the campus staying afloat. Staff members specifically highlight her ability to maintain a calm, professional, and graceful demeanor even in high-pressure situations, ensuring that everyone feels supported, informed, and valued. Whether she is manipulating schedules to protect teacher conference times, stepping in for lunch duty, or sending her legendary emails, she does it all with a signature sense of humor and a big smile.

Beyond her administrative efficiency and organizational brilliance, Mrs. Roberts is seen as a true "blessing" to the FMS HERD because of her deeply personal approach to support. She consistently goes above and beyond, arriving early or staying late to ensure the needs of the staff and students are met correctly and quickly. Her coworkers note that she is remarkably fair, polite, and reliable, possessing a unique ability to make every individual feel important while juggling a mountain of responsibilities in the background. To many, she is an "icon" and an indispensable teammate whose professionalism, kindness, and unwavering work ethic make her the definitive choice for Support Staff of the Year.



Teacher of the Year

Kelly Berg



In his debut year at FMS, Mr. Berg has established himself as a transformative force on campus by successfully bridging the gap between high academic expectations and genuine student engagement. He has earned widespread respect from both colleagues and students for his ability to instill intrinsic motivation in the 8th-grade class, a feat most notably demonstrated by his ability to fill the library with students voluntarily attending after-school history cram sessions. By stepping out of his comfort zone to teach middle school, he has leveraged his deep subject knowledge and care to help students mature and prepare for the transition to high school.

Beyond his classroom presence, Mr. Berg's dedication is evident in the extra mile he travels for student success, from developing a custom interactive website to creating fun, memorable opportunities for growth. He has mastered the "sell" of education, convincing even the most skeptical students to buy into their own potential and push past their inherent abilities. Whether he is preparing them for the rigors of the STAAR test or fostering a culture of academic pride, Mr. Berg has proven to be an invaluable addition to the school who truly embodies the qualities of a Teacher of the Year.

Tennis

Buffs Brought Home the Hardware!

What a great day on the courts for our middle school tennis teams! We're proud to share that we brought home 1st and 3rd in mixed doubles and 2nd and 3rd in boys doubles from the district tournament, showing incredible teamwork, grit, and skill all day long.

And a HUGE shoutout to our 8th grade boys, who won the District Championship! Our Buffs hard work, determination, and competitive spirit truly set the tone and made the entire HERD proud.

All of our Buffs represented with excellence. Way to show how Buffs be the best they can be!















8th Grade Boys Dominant Year

This year, out 8th grade boys set the standard for excellence across FMS with a truly dominant run. Earning FOUR district championships in football, cross country, track and field, and tennis, this group showcased what it means to compete with grit, discipline, and pride.

Their success is a reflection of countless hours of hard work, commitment to their teammates, and a relentless drive to be their best. From the first whistle in the fall to the final matches of the spring, they represented our campus and our community at the highest level.

We are incredibly proud of this group of student-athletes for leave a lasting legacy and raising the bar for those who will follow.









Spring Band Concert

Our spring band concert was a true reflection of the incredible growth our students have made this year. From the first notes to the final piece, their sound was nothing short of amazing. We are so proud of their hard work, dedication, and the confidence they've built along the way. Bravo to our talented musicians and directors for an outstanding performance and congratulations to all of our students who earned individual awards this evening!













Alexander Velazquez
Beginner Band Section Award

Liam Bowen
Beginner Band Section Award

Acereth Lopez
Varsity Band Section Award





Levi Bowen
Varsity Band Section Award

Alivia James
Varsity Band Section Award

Hector Cortez
Varsity Band Section Award




Magnus Kinghorn
Varsity Band Section Award

Llana Coates
Varsity Band Section Award

School Bus Driver Appreciation Day

On April 28th we celebrated our Florence ISD school bus transportation team! We are incredibly grateful for the dedicated Bus Drivers and Monitors who keep our Buffaloes moving safely every day. Thank you for your hard work, your patience, and your commitment to the safety of our students. We are so proud to have you in the Florence ISD family!



Administrative Professional Appreciation Day

The week of April 20th-24th we celebrated our incredible Administrative Professionals! These ladies keep our campus running smoothly every single day. From the front office to behind the scenes, their organization, patience, and care are the heartbeat of our school. Thank you for being the first smile our students and families see and the steady support our staff relies on. We appreciate you more than words can say!



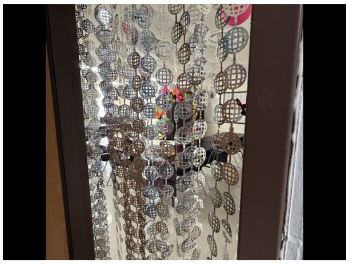
School Lunch Hero Day

May 1st was School Lunch Hero Day, and it's the perfect time to shine a spotlight on the incredible team that keeps our students fueled and ready to learn every day! From the early morning prep to the friendly smiles in the serving line, these ladies are the heart of our cafeteria! We are so lucky to have them on our team!



Teacher Appreciation Week

Lots of 90s themed fun this week! Climate and Culture Committee set dress up themes for each day and local churches and our FMS Support Squad made sure everyone was fed. Each day teachers played a game and winners go to pick prizes from the prize cart. Thank you to Coach Posey for donating swag and to Dwell House for donating free drink cards!








Florence Middle School

718 S. Patterson Avenue
Florence, TX 76527
Phone: 254-793-2504

Website

Lauren Neil





FHS Board Update

May 2026

Student Enrollment

FHS has 339 students and 105 EB students.

Celebrations and Program Updates

Band

Band earms sweepstakes!
For the fifth consecutive year, the Florence High School band made school history and earned the UIL Sweepstakes award at the UIL Region 32 concert and sight reading contest!
The band received straight first divisions from all three judges on the concert stage and all three judges in the sight-reading room.
Congratulations to the senior members of the band, as they are the second class in a row to go through all four years of high school making sweepstakes!

FFA

Wildlife - 2nd in Area XII, 7th at State
Sydney Bertelson - 3rd High At Area
Cody Carlson - 8th High At Area
Aiden Champlin - 5th High At Area
Sterling Arldt
Wildlife Team 2 - 3rd in State
5th High, Miles Kanetsky
13th High, Lacy Allen
15th High, Taytum Hogue
ENR - Area XII Champs, 6th in the State
9th High, Sterling Arldt
14th High, Cody Carlson
Carson Underwood

Joselyn Perez
Food Science - Area XII Champs, 6th Place in the State
Sebastian Gomez - 1st High in Area, 10th High at State
Bailey Skinner - 2nd High in Area, 17th High At State
Brynlee Cody - 3rd High in Area, 18th High At State
Jessi Threet - 4th High in Area
Plant ID - Area XII Champs, 29th in the State
Cody Carlson - 1st High in Area
Sterling Arldt - 2nd High in Area
Carter Hamm - 3rd High in Area
Caleb Wilkinson - 5th High in Area
Tractor Tech - 2nd in Area XII, 25th at State
RC Woolery
Jacob Gray
Levi Stone
Milk Quality - 2nd in Area XII, 37th at State
Haydon Mauk, 3rd High in Area
Bailey Skinner, 4th High in Area
Jessi Threet, 10th High in Area
Meats - Area XII Champs, 42nd in State
Sebastian Gomez, 1st High in Area
Brody Fisher, 2nd High in Area
Cristofer Gomez, 3rd High in Area
Branson Reeder, 9th High in Area
Range - 2nd in Area XII, 40th at State
Cody Carlson, 3rd High in Area
Joselyn Perez, 8th High in Area
Carter Hamm, 10th High in Area
Aiden Champlin
Sydney Bertelson
Lacy Allen
Land - 2nd in Area XII, 48th in State
Dane Gola, 3rd High in Area
Noe Ortiz, 10th High in Area
Caleb Wilkinson
Cooper McAnelly
Homesite - 4th in Area XII, 56th at State
Alex Tapia
Dempsey Espinoza
Angel Mora-Salgado
Heriberto Sanchez
Forages - Area XII Champs, 24th at State
Aiden Champlin, 2nd High in Area
Sydney Bertelson, 3rd High in Area
Cody Carlson, 4th High in Area
Sterling Arldt, 6th High in Area
Agricultural Technical Mechanical Systems - 3rd in Area XII, 23rd in State
RC Woolery, 4th High in Area
Jacob Gray, 5th High in Area

Alex Tapia, 9th High in Area
Dempsey Espinoza
Sweepstakes for Area XII, 43 YEARS!!

Softball

Softball was second place overall in District with a record of 8-2. We were 1st place in 3A Division 2 for bi-district playoffs. The girls fought hard against Merkel but ended the series 1-3 and did not advance to the area competition. We had a great season full of many firsts and next year will be even better. Our goal as a program is to be first in the district and advance to at least areas. I know we can do it. We have several superlatives to celebrate as we close our season.

Newcomer of the Year: Cheyenne Spann

Infield 1st team: Laney Ellis
Infield 2nd team: Paris Johnson
Outfield 1st team: Harlie Deaugustineo
Outfield 2nd team: Aaley Ramirez

Honorable Mention:
Kimber Bliton
Chaztin Futrell
Carleigh Mills

Academic All-District:
Addison Carlile
Harlie Deaugustineo
Aaley Ramirez
Laney Ellis
Paris Johnson
Carleigh Mills
Avery Norman

Track

<u>Girls Regional Qualifiers:</u>
3200m- Ella Morrison
400m- Adaliz Benitez
1600m- Ella Morrison
Ella Morrison placed 6th in the 3200m capping off a strong and consistent season.

Adaliz Benitez ran a personal best in the 400m dash, highlighting what has been a fantastic year. We look forward to watching her continue to grow and succeed.

Ella closed out her Florence track career Saturday night at 10:30 with another personal best performance. We are incredibly proud of all our athletes who competed this season and are excited to build on this success moving forward.
<u>Girl Area Qualifiers:</u>
3200m- Ella Morrison & Alondra Martinez
1600m- Ella Morrison
800m- Sara Koch

100m- Khloe Hardy
400m- Adaliz Benitez
200m- Brooklyn Stanfield
4x200- Khloe Hardy, Sophia Koch, Chaztin Futrell, & Brooklyn Stanfield

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FHS Happenings

April has been an exceptionally busy and productive month at Florence High School, with students and staff balancing a full academic testing schedule alongside a wide range of extracurricular and student leadership opportunities.

Academically, all juniors participated in the SAT School Day administration, along with several seniors, while all sophomores completed the PSAT. We are proud to share that 15 juniors earned college-ready benchmark scores in both Math and English on the SAT, an increase of four students from last year. In addition, students also completed TSIA2 testing, with several students earning college-ready scores and continuing to build postsecondary readiness opportunities. Florence High School also successfully administered all five End-of-Course (EOC) assessments in April. We expect to receive testing results on May 22 and look forward to reviewing student performance data.

Beyond testing, April was filled with meaningful student involvement and success across campus. Students participated in Career Development Event (CDE) competitions throughout the month, and our annual prom was a tremendous success. Our students represented Florence High School exceptionally well and should be commended for the way they conducted themselves throughout the event.

Our extracurricular programs also remained very active. Tennis and track continued strong spring seasons, with multiple students advancing as regional qualifiers in track. The Florence High School Band earned Sweepstakes at UIL Concert and Sight Reading for the fifth consecutive year, a remarkable accomplishment that reflects the consistency and excellence of our student musicians and directors. We also hosted Fresh Food for Families and FCA Fields of Faith, both of which provided meaningful opportunities for student and community engagement.

Athletics remained busy as well, with softball advancing to the playoffs for the fifth consecutive year and baseball wrapping up its spring season. These programs continue to provide strong opportunities for student involvement, leadership, and competition.

Finally, Florence High School hosted Freshman Parent Night in April, providing incoming families with important information regarding graduation requirements, four-year plans, dual credit opportunities, and the many academic and extracurricular pathways available to students at FHS. This event continues to be an important step in helping families prepare early for student success at the high school level.

April has been a strong month for Florence High School, marked by academic focus, student success, and continued engagement across all areas of campus life.

Important Dates

5/18 - First Stampede
5/19 - 9 - 11 Awards
5/19 - Senior Awards 6:00 PM

5/21 - Spring FFA Banquet
5/29 - Graduation 8:00 PM Stampede Stadium

CCMR

CCMR will look a little different this year. Students must be a CTE program completer and earn their Industry Based Certification (IBC). So, many students that earned their IBC last year will not be counted in our CCMR percentage until the end of the year when they complete their program of study.

Current CCMR Percentage: 57%

If all students complete their program of study we currently would be at 90%.

35% of our our seniors are also TSI Complete scoring a college ready score on both the math and ELA portions of the SAT or TSIA2.



Russell Porterfield
Russell is using Smore to create beautiful newsletters

2026-2027 NEW TEACHER/PROFESSIONAL CONTRACTS

First Name	Last Name	Yrs Professional Experience	Yrs Professional in District	2026-2027 Job Descr	2026-2027 Admin Recom	Previous District	Degree(s)	Certification(s)
Victor	Sanchez Vazquez	6	0	Spanish Teacher/Coach	Dual Assignment Probationary	Hillsboro ISD	Bachelor of Arts - Spanish	LOTE - Spanish (EC-12)
Taygen	Fromme	2	0	MS AG Teacher	Probationary	Aledo ISD	Bachelor of Science in Ag Services & Development	Ag, Food & Natural Resources (6-12)
Kynadi	Blackmore	0	0	HS AG Teacher	Probationary	N/A	Bachelor of Science in Ag Services & Development	Pending
Aspen	Osmer	6	0	Math Teacher/Coach	Dual Assignment Probationary	Northwest ISD	Bachelor of Science in Education	Physical Education (EC-12, Mathematics/Science (4-8)
Ryan	Bobo	4	0	Social Studies/Coach	Dual Assignment Probationary	Jarrell ISD	Bachelor of Science in Exercise Physiology	Physical Education (EC-12; Social Studies (7-12)