

# Agenda of Regular Meeting

## The Board of Trustees Ector County Independent School District

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A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held June 17, 2025, beginning at 6:00 PM.

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

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:  
Camp SIP Students Leon Valenzuela, Regan Elementary 5th Grader and Elijah Cobos, Nimitz Middle School 7th Grader
4. Invocation: ECISD Board Secretary and Pastor Robert Thayer, Odessa Bible Church
5. Special Presentations:  
Presentation of Split Gavel Award to Chris Stanley  
Recognition of Nimitz MS Student Krish Patel Scripps National Spelling Bee Qualifier  
Recognition of Odessa High School Student Ajay Gundlapalli for Winning the 2024 Congressional App Challenge Purpose  
Introduction of UIL State Qualifiers in Gymnastics  
Introduction of UIL State Qualifiers in Track & Field  
Announcement of Texas High School Coaches Association  
Announcement of Academic All-State Athletes for Spring Semester  
Recognition of Hays STEAM Academy Student Conner Gibson Philanthropic Field Day
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
  - A. Bond 2023 Update 4
9. Board Policy
  - A. Discussion of and Request for Approval of Revisions to Local Board Policy: DEC (LOCAL)- Compensation and Benefits: Leaves and Absences 20
10. Action Items
  - A. Discussion of and Request for Approval of the 2025-2026 District Improvement Plan 32
  - B. Discussion of and Request for Approval of the 2025-2026 ECISD Turnaround Plans (TAP) 40

C. Discussion of and Request for Approval of the 2025-2026 Compensation Plan	47
D. Discussion of and Request for Approval of the 2025-2026 Student Code of Conduct and Revisions to the Student Handbook Fees	48
E. Discussion of and Request for Approval of the IB MYP Authorization Application for Crockett Middle School	101
F. Discussion of and Request for Approval of Amendment to the Professional Services Agreement for Parkhill Architects- Transportation Facility Renovations	105
G. Discussion of and Request for Approval of Amendment to the Professional Services Agreement for Parkhill Architects- Austin Montessori Magnet Renovations	151
H. Discussion and Request for Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC (LOCAL) Through the end of August 2025.	195
I. Discuss and Consider Board Approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly	196
11. Consent Agenda	197
A. Request for Approval of Minutes of Meetings	198
B. Request for Approval of Bills for Payment	213
C. Request for Approval of Acceptance of Donations Over \$10,000	241
D. Request for Approval of Annual Renewal of Memorandum of Understanding with the University of Texas of the Permian Basin for Principal Fellow Masters Program 2025-2026	245
E. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College - Odessa Collegiate Academy	258
F. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College - OCTECHS	266
G. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College for Academic Dual Credit	274
H. Request for Approval of Memorandum of Understanding between Ector County ISD and the University of Texas of the Permian Basin for Academic Dual Credit	281
I. Request for Approval of Texas Education Agency (TEA) Alternate Approver for Superintendent	302
12. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.] The Board of Trustees will deliberate on the hiring of Principal for Blanton Elementary School; Principal for Dowling Elementary School; Principal for Noel Elementary School; and Executive Director of Accountability and School Improvement.	
Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	

A. Request for Approval of Personnel Recommendation to hire Principal for Blanton Elementary School	303
B. Request for Approval of Personnel Recommendation to Hire Principal for Dowling Elementary School	304
C. Request for Approval of Personnel Recommendation to Hire Principal for Noel Elementary School	305
D. Request for Approval of Personnel Recommendation to Hire Executive Director of Accountability and School Improvement	306
13. Information Items	307
A. Financials	308
B. Purchasing Over \$50,000 Informational Report	313
C. Routine Personnel Report	316
14. Closing Remarks by Superintendent	
15. Adjournment	



## **BOND 2023 UPDATE**

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



# BOND 2023

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Board Update  
June 17, 2025



# PROJECT IMPLEMENTATION

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# Ector County ISD

## CTE High School



CONSTRUCTION UPDATE

**DESIGN**

- Project bid on 5/1/25
- GMP delivered to District on 5/15/25
- GMP presented at the May BOT meeting
- Groundbreaking on 6/17/2025

COST SUMMARY	
Budget:	\$93,009,980
Encumbrance:	\$90,299,856
Actual:	\$2,710,124
Available:	\$0
Percentage Complete:	3%

CTE Schedule



# Ector County ISD

## Middle School



### CONSTRUCTION UPDATE

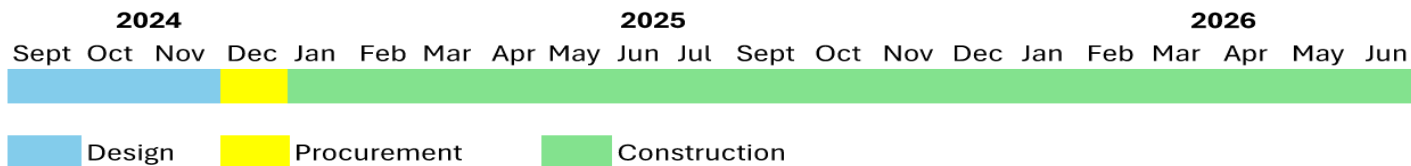
#### Construction

- Slab poured for cafeteria area on 6/6/25
- Site utilities installation is on-going
- Foundation work is on-going
- Electrical and Plumbing is on-going
- Steel erection on-going
- Blockwork on-going around gym

### COST SUMMARY

Budget:	\$120,794,898
Encumbrance:	\$89,675,612
Actual:	\$16,190,281
Available:	\$14,929,005
Percentage Complete:	13%

#### Middle School



# ECISD Middle School 6.11.25



# Ector County ISD

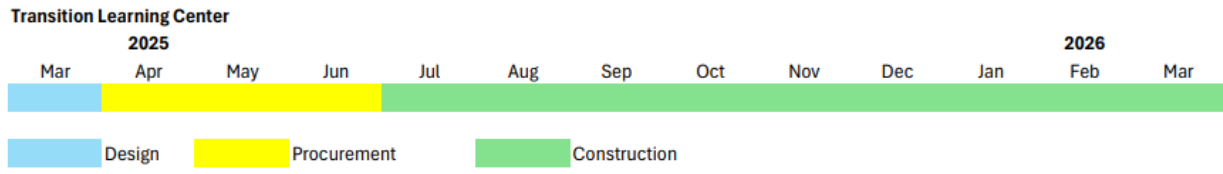
## Transition Learning Center



### CONSTRUCTION UPDATE

- Design**
- Pre-bid meeting held on 5/8/25
  - CSP bid date was 6/10/25
  - CSP evaluations took place on 6/11/25
  - Recommendation to BOT is on 6/24/2025

COST SUMMARY	
Budget:	\$8,000,000
Encumbrance:	\$530,625
Actual:	\$232,375
Available:	\$7,237,100
Percentage Complete:	3%



# Ector County ISD

## Permian HS Auditorium Renovations



### Construction Update

#### Design

Design process is complete and a GMP will be presented to the board on Tuesday, June 24.

#### On-Site Activity

No on-site activity at this time.

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### COST SUMMARY

Budget	\$302,220.00
Encumbrance	\$294,320.00
Actual	\$515,309.00
Available	\$11,682,471.00
Percentage Complete	4.00%

July 2024 – April 2025  
Design



April – May 2025  
Procurement



June 2025 – May 2026  
Construction



# Ector County ISD

## Permian JROTC Facility



### Construction Update

#### Design

Contract has been approved.

#### On-Site Activity

Portables have been moved in anticipation of construction.

13

### COST SUMMARY

Budget	\$1,500,000.00
Encumbrance	\$1,412,321.00
Actual	\$96,241.00
Available	\$1.00
Percentage Complete	6.00%

August 2024 –  
January 2025

Design



January – April  
2025

Procurement



May 2025 –  
January 2026

Construction

# Ector County ISD

## CTE – Ag Farm



SOUTHWEST PERSPECTIVE

### Construction Update

#### Design

Design has been finalized. Project is going out for procurement to run through July.

#### On-Site Activity

No on-site activity at this time.

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### COST SUMMARY

Budget	\$7,500,000.00
Encumbrance	\$179,743.00
Actual	\$231,643.00
Available	\$7,088,614.00
Percentage Complete	3.00%



# Technology Update

- PA/Bells/Alarms/Clocks Project
  - Cabling has been completed at a majority of elementary campuses.
  - Cabling is nearing completion at Odessa High School with equipment installation to follow.
- Surveillance Camera Project
  - All high schools, all middle schools, and four elementary schools are complete.
  - Project is at 50% overall completion.

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# Fine Arts Update

- Classroom Instruments
  - 1,202 instruments have been ordered.
  - 1,027 have arrived.
  - \$2,337,598 has been spent (about 64% of the budget)



Pictured here are instruments which can now be retired and replaced with new instruments.

# FINANCE

17



**ECISD Bond 2023  
Costs by Project  
as of 6/1/2025**



Notes	Project Name	Initial Project Budget	Moved Budget	Adjusted Budget	Actual Paid 2023/2024	Actual Paid 2024/2025	Purchase Orders Encumbrance	Remaining Available	Percentage Utilized	
1	MIDDLE SCHOOL	120,000,000	794,898	120,794,898	2,490,112	13,700,169	89,675,612	14,929,005	13%	
2	PRIORITY 1&2 ITEMS	117,783,000		117,783,000	187,989	1,375,770	13,059,893	103,159,349	1%	
3	HS/CTE CENTER	80,000,000	13,009,980	93,009,980	398,966	2,311,158	90,299,856	-	3%	
4	TRANSPORTATION FACILITY	35,000,000	(10,000,000)	25,000,000	47,250	5,289,782	1,564,668	18,098,300	21%	
5	AUDITORIUM RENO-PHS	12,500,000		12,500,000		515,309	302,220	11,682,471	4%	
6	TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000		10,000,000		4,545,889	3,395,882	2,058,229	45%	
7	LAND PURCHASE	9,000,000	(3,813,441)	5,186,559	16,988	75,730	62,794	5,031,048	2%	
8	TRANSITION LEARNING CENTER	8,000,000		8,000,000		232,375	530,625	7,237,000	3%	
9	AG FARM BUILDINGS-CTE	7,500,000		7,500,000		231,643	179,743	7,088,614	3%	
10	TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000		6,000,000		4,364,249	864,551	771,200	73%	
11	FINE ARTS INSTRUMENTS	3,665,000		3,665,000	299,663	1,373,975	726,389	1,264,973	46%	
12	TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000		3,500,000	3,422,512	76,872	-	616	100%	complete
13	TECHNOLOGY - PHONE SYS	2,500,000		2,500,000		-		2,500,000	0%	
14	TRANSPORTATION BUSES	2,450,000		2,450,000		-	2,412,297	37,703	0%	
15	JROTC FACILITY	1,500,000	8,563	1,508,563		96,241	1,412,321	1	6%	
16	TECHNOLOGY ITEMS - AV EQUIP	1,500,000		1,500,000		984,162	-	515,838	66%	
17	ATH-MS GYM BLEACHERS	1,000,000		1,000,000		845,158	-	154,842	85%	complete
18	MS UNIF-BAND&MARIACHI	685,000		685,000		-	7,247	677,753	0%	
19	ATH-BB & TENNIS LIGHTS-OHS	650,000	(14,200)	635,800		611,691	-	24,109	96%	complete
20	ATH-MS TENNIS COURT RESURFACE	480,000		480,000	216,826	121,812	-	141,362	71%	
21	ATH-BASEBALL LIGHTING-PHS	400,000	14,200	414,200		413,200	999	1	100%	complete
22	MS PERFORMANCE RISERS	150,000		150,000		62,473	19,545	67,982	42%	
	<b>Totals</b>	<b>\$ 424,263,000</b>	<b>\$ -</b>	<b>\$ 424,263,000</b>	<b>\$ 7,080,306</b>	<b>\$ 37,227,657</b>	<b>\$ 204,514,642</b>	<b>\$ 175,440,396</b>		
	<b>Percent</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>2%</b>	<b>9%</b>	<b>48%</b>	<b>41%</b>		

**Notes:**

- 1 Moved MS land costs and matching budget from land project to MS project totaling \$794,898
- 3 CTE High School budget increased: moved \$10m unused Transportation Facility project to CTE High School and land exp of \$23,122 and additional budget needed of \$2,986,858
- 3 CTE High School donation from PSP is an additional \$10 million that will be accounted for separately in Fund 468 so that it is not commingled with bond funds.
- 7 Moved land budgets and costs out of Land to MS \$794,898 and CTE HS for the land costs of \$23,122 that are part of those projects. Moved \$2,986,858 for CTE HS and JROTC facility.
- 15 Moved from land project to ROTC facility to cover slight increase in cost of \$8,563
- 17 Complete and underbudget by \$154,842
- 19 Moved budget of \$14,200 from one light project to the other
- 21 Moved budget of \$14,200 from one light project to the other

# THANK YOU





# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola & Dr. Matthew Spivy

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO LOCAL BOARD POLICY: DEC(LOCAL) - COMPENSATION AND BENEFITS: LEAVES AND ABSENCES**

**DATE:** June 17, 2025

The administration requests that the Board approve revisions to Policy DEC(LOCAL). These revisions have been devised while considering the interests of employees. These revisions address the following:

- Remove the limit on the accrual of employee local leave.
- Clarify the payment terms for accumulated leave upon separation of employment.

\*\*\*\*\*

Administrative Recommendation:

The administration requests the Board's Approval to Accept the Revisions to DEC(LOCAL).

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Leave  
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness  
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Leave Proration**

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary Use**

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

**Discretionary Use**

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

*Request for  
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

**Local Leave**

Each full-time employee shall earn paid local leave days per school year in accordance with the following:

Duty schedule	Local leave days earned
Up to 187 days (10.0 months)	5.0
197 days (10.5 months)	5.5
207 days (11.0 months)	6.0
217 days (11.5 months)	6.5
227 days or more (12.0 months)	7.0

Local leave shall accumulate without limit.

~~Accumulation of local leave shall be based on the number of days in the employee's annual duty schedule. When unused local leave is combined with accumulated state leave, the total shall not exceed one-half of the total number of days in the employee's annual duty schedule.~~

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except that an employee may donate local leave to a sick leave pool. [See DEC(LEGAL)]

**Sick Leave Pool**

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

**Mental Health Leave**

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of three days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

**Quarantine Leave**

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave; and

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

2. Other procedures deemed necessary for administering this provision.

**Line of Duty Illness  
or Injury Leave of  
Absence**

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

**Special Leave of  
Absence**

A District employee with at least five years of service with the District may be granted a one-year special leave of absence. Each request shall be considered on a case-by-case basis.

An employee shall submit an application stating the nature of the leave and purposes for which leave is requested. If the request for leave is granted, it shall be subject to the following conditions:

1. The special leave of absence shall be granted for no more than one year.
2. Upon return, the employee shall be reinstated any accumulated leave that was available as of the beginning of the employee's leave of absence.
3. Reassignment, if available, shall be made to the same position held at the time the leave of absence was granted.

By March 1 of the year of the leave of absence, the employee on leave must state in written form his or her intention to return to the District. Such statements must be sent by certified mail with a return receipt requested. The employee shall return to the position to which he or she was assigned at the time of the leave of absence, if a position is available. Otherwise, the employee shall be considered an excess employee with placement at another District location. Failure to comply with this policy may result in disciplinary action, including termination of employment. [See DF series]

**Board Resolution for  
Emergency Closure  
Leave**

The Board shall adopt a resolution or take other Board action to establish the purpose and parameters for emergency closure leave.

**Family and Medical  
Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

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**Note:** See DECA(LEGAL) for provisions addressing FMLA.

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Twelve-Month  
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

Combined Leave for Spouses	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
<b>Temporary Disability Leave</b>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
<b>Workers' Compensation</b>	<hr/> <p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
No Paid Leave Offset	The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment for  
Accumulated Leave  
Upon Separation**

The following leave provisions shall apply to ~~state and~~ local leave accumulated beginning on September 28, 1992, the original effective date of this program and applicable provisions, below.

Effective July 1, 2025, an ~~An~~ employee who separates from employment with the District shall be eligible for payment for accumulated ~~state and~~ local leave under the following conditions:

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged, terminated, or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Contract employees must provide written notice at least 45 calendar days before the last day of instruction. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. If retiring, the employee has at least five consecutive years of employment with the District.
4. If resigning, the employee has at least 20 consecutive years of employment with the District.

Payment for accumulated leave shall be computed at ~~one-half~~ the ~~employee's full~~ daily rate at the time of retirement or resignation times the number of accumulated leave days, which shall not exceed one-half the ~~employee's total number of working duty days in an individual's annual contract~~ [see table at Local Leave].

~~The computation of accumulated leave benefit shall be based on the employee's current salary schedule. No benefits shall exceed a teacher salary schedule adopted by the Board for that year.~~

In order to receive payment for accumulated leave, retirement or resignation must occur at the end of the employee's contract or work year, or when retirement is necessitated by a medical disability as approved by the Teacher Retirement System (TRS). Exceptions ~~to this requirement must shall require receive-prior written~~ approval from the Superintendent.

Upon the death of an employee, these benefits shall be payable to his or her heirs.



**DEC (Local):**

**Compensation and Benefits – Leaves and Absences**

Currently employees are limited with regard to the accrual of unused local leave. Revisions will allow employees to accrue unused local leave without a limit.

Each full-time employee shall earn paid local leave days per school year in accordance with the following:

<b>Duty schedule</b>	<b>Local leave days earned</b>
Up to 187 days (10.0 months)	5.0
197 days (10.5 months)	5.5
207 days (11.0 months)	6.0
217 days (11.5 months)	6.5
227 days or more (12.0 months)	7.0

Local leave shall accumulate without limit.

~~Accumulation of local leave shall be based on the number of days in the employee's annual duty schedule. When unused local leave is combined with accumulated state leave, the total shall not exceed one-half of the total number of days in the employee's annual duty schedule.~~

Upon resignation/retirement, a qualifying employee is currently paid at one-half their full daily rate for qualifying, unused leave days (state/local days). Revisions will allow qualifying employees to be paid at their full daily rate for those qualifying, unused leave days (local days).

Payment for accumulated leave shall be computed at ~~one-half~~ the ~~employee's full~~ daily rate at the time of retirement or resignation times the number of accumulated leave days, which shall not exceed one-half the ~~employee's total number of working duty days in an individual's annual contract~~ [see table at Local Leave].

~~The computation of accumulated leave benefit shall be based on the employee's current salary schedule. No benefits shall exceed a teacher salary schedule adopted by the Board for that year.~~

In order to receive payment for accumulated leave, retirement or resignation must occur at the end of the employee's contract or work year, or when retirement is necessitated by a medical disability as approved by the Teacher Retirement System (TRS). Exceptions ~~to this requirement must~~ shall require ~~receive~~ prior written approval from the Superintendent.

# Questions/Comments?



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Robert C. Trejo, Executive Director Accountability and School Improvement

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2025-2026 DISTRICT IMPROVEMENT PLAN**

**DATE:** June 17, 2025

---

Request discussion and approval of the District Improvement Plan (DIP), which is designed to address academic needs, implement objectives and strategies aligned with board goals and success indicators, and enhance student learning outcomes. The DIP will be regularly updated and refined as new data becomes available.

\*\*\*\*\*

Administrative Recommendation:

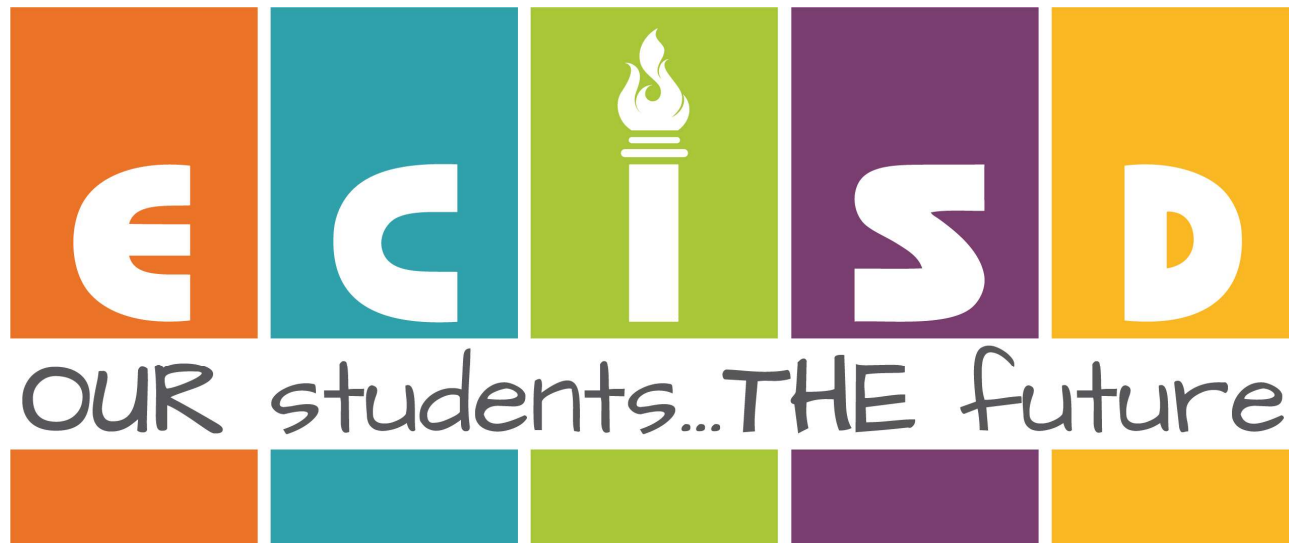
Approval of the District Improvement Plan.

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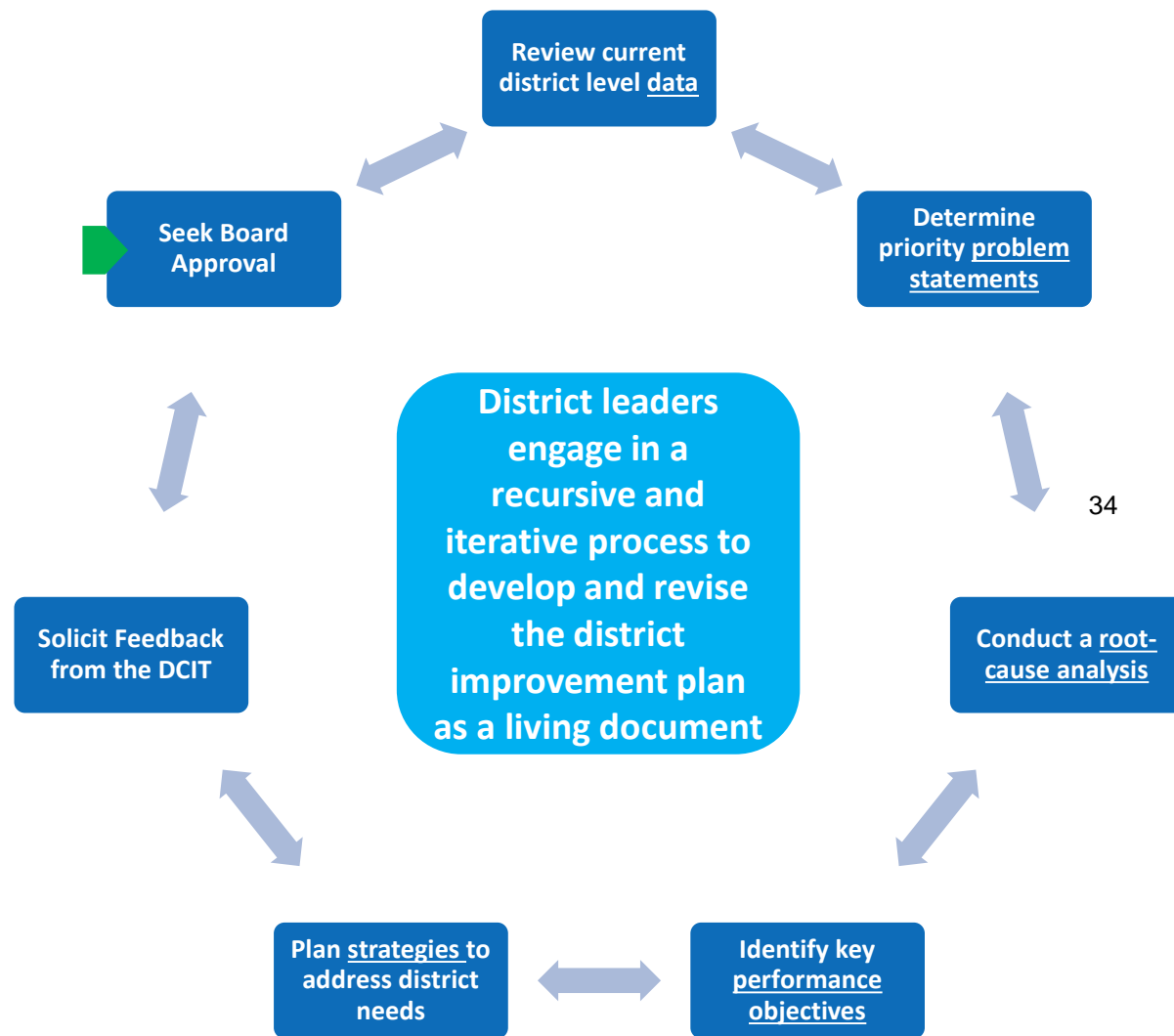
# District Improvement Plan

June 17<sup>th</sup>, 2025

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# Board Approval



## Slide 2

---

**RT0** Add something about meeting with DCIT  
Roberto Trejo, 2025-06-04T04:13:23.810

**RT1** add a note that this is a living document  
Roberto Trejo, 2025-06-04T04:13:54.670

# District Improvement Plan Process

## Writing Priority Problem Statements (15 min)

- State the facts.
  - In 24-25, only x% of 3rd grade students were reading on grade level.
  - In 24-25, x% of classrooms were staffed by uncertified staff members.
  - In 24-25, x student population had lower achievement compared to the all district average.

Choose ONE to focus on

## Conducting a Root Cause Analysis

- Write the priority problem statement at the top of the page.
- Continue asking "why" until you identify a single root cause.
- Remember: individuals (students, teachers, parents) are not the root cause. Think about what truly causes this issue.

## Writing Measurable Objectives

**Template:**  
 (Increase / decrease) (phenomenon) from X% to X% for (population) by (time).

- Examples:**
- Increase attendance from xx% to xx% for students experiencing homelessness by May 2026.
  - Decrease the rate SPED removals from xx% to xx% for African American student by May 2026.
  - Increase the number of ESL certified teachers from xx% to xx% by May 2026.

**S.M.A.R.T. Goals:**  
 S – Specific  
 M – Measurable  
 A – Achievable  
 R – Relevant

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## Writing Aligned (and Measurable) Strategies

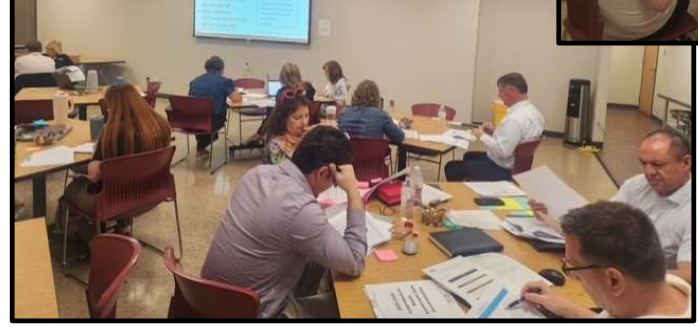
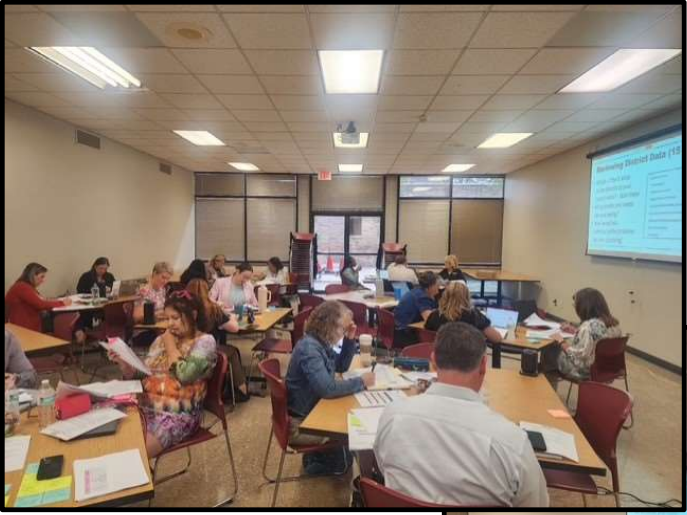
Every strategy must be tied to a performance objective.



Notice that these are measurable for progress monitoring throughout the year.

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# District Improvement Plan Process



# Performance Objectives

- **Goal 1: 08** Performance Objectives
- **Goal 2: 03** Performance Objectives
- **Goal 3: 13** Performance Objectives
- **Goal 4: 23** Performance Objectives
- **Goal 5: 23** Performance Objectives

## Writing Measurable Objectives

### Template:

(Increase / decrease) (phenomenon) from X% to X% for (population) by (time).

### Examples:

Increase attendance from xx% to xx% for students experiencing homelessness by May 2026.

Decrease the rate SPED removals from xx% to xx% for African American student by May 2026.

Increase the number of ESL certified teachers from xx% to xx% by May 2026.

### S.M.A.R.T. Goals:

**S** – Specific

**M** – Measurable

**A** – Achievable

**R** – Relevant

**T** – Timely

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**Identify key  
performance  
objectives**

---

# Questions





## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Robert C. Trejo, Executive Director Accountability and School Improvement

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2025-2026 ECISD TURNAROUND PLANS (TAP)**

**DATE:** June 17, 2025

---

Request discussion and approval of the Turnaround Plans (TAPs), which are designed to improve student outcomes by addressing academic needs, implementing interventions, and creating a supportive environment for student success. These plans will be submitted to the Texas Education Agency upon approval.

\*\*\*\*\*

Administrative Recommendation:

Approval of the Turnaround Plans.

# Turnaround Plans



**June 17<sup>th</sup>, 2025**  
**2025-2026**

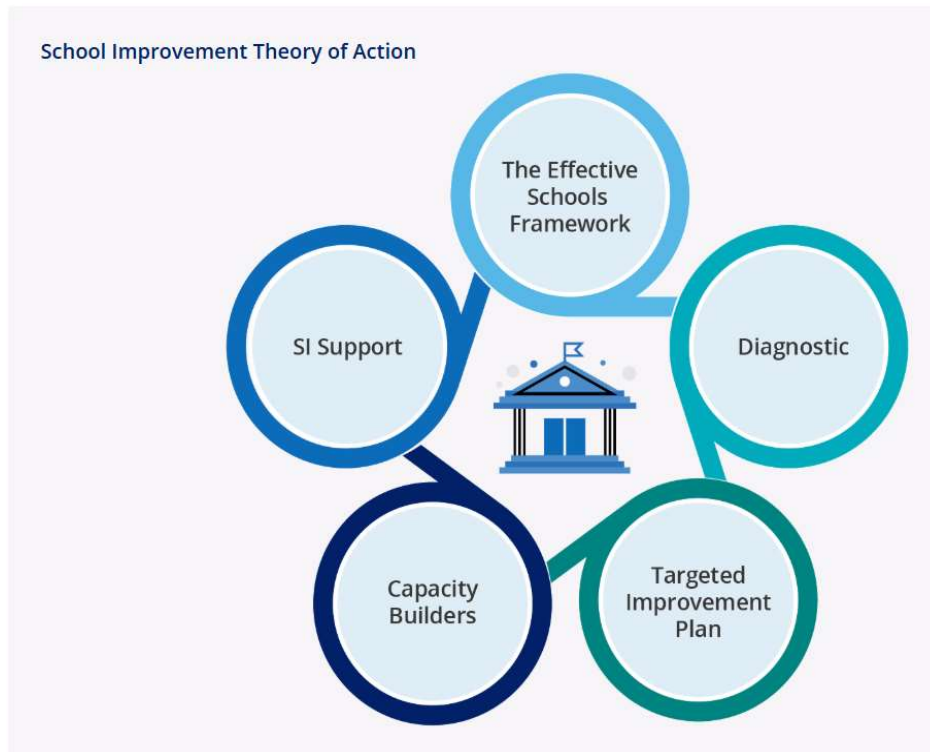
Campus Turnaround Plans (TAPs): A campus that receives consecutive unacceptable ratings must develop a Turnaround Plan (TAP). The Texas Education Code (TEC), Chapter 39A, subchapter C requirements for campus Turnaround Plans (TAPs).

State Accountability: Under state accountability, a campus must develop a TAP if it receives a second consecutive unacceptable rating. An unacceptable rating under state accountability is an overall F or an overall D that is either the third overall D or follows an overall F rating. A campus must implement the TAP if it receives a third consecutive unacceptable<sup>42</sup> rating.

*Source: TEA Campus Turnaround Plan Overview*

## Contents of a Turnaround Plan

- Method
  - Closure/Reassign
  - New School Model
  - Improve Curriculum and Instruction
- Description of Academic Program
- Stakeholder Engagement
- Budget, Staffing, Financial Resources



Source: [www.TexasESF.org](http://www.TexasESF.org) Copyright © 2022. Texas Education Agency. All Rights Reserved

# Turnaround Plans



**Bowie Middle School**  
**Principal Amy Russell**



**E.K. Downing Elementary**  
**Principal Jennie Chavez**

## Next Steps

- Board approval of Turnaround Plans
- Chief of Schools and Executive Directors of Leadership will provide support
- Principals and Campus Stakeholder implementation of plan
- Monitor student data for progress

# Questions





**TO:** Board of Trustees

**FROM:** Dr. Matthew Spivy, Executive Director of Human Resources

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2025-2026 COMPENSATION PLAN**

**DATE:** June 17, 2025

---

In an effort to ensure a competitive compensation plan, a salary maintenance study was completed by the Texas Association of School Boards (TASB).

The administration recommends providing a general pay increase for the 2025-2026 School Year.

The plan includes: (a) 2025-2026 Salary Schedule, (b) Schedule of Stipends, and (c) Schedule of Supplemental Pay.

\*\*\*\*\*

Administrative Recommendation:

Approval of the 2025-2026 Compensation Plan



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Mauricio Marquez, Chief Schools Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2025-2026 STUDENT CODE OF CONDUCT AND REVISIONS TO THE STUDENT HANDBOOK FEES**

**DATE:** June 17, 2025

---

The Board of Trustees is asked to approve the ECISD 2025-2026 Student Code of Conduct and revisions to the Student Handbook fees. The Student Code of Conduct is based on the TASB Model Student Code of Conduct.

\*\*\*\*\*

Administrative Recommendation:

Approval of the 2025-2026 Student Code of Conduct and revisions to the Student Handbook fees.



# **Student Code of Conduct**

**2025-2026 School Year**

Dr. Keely Boyer, Superintendent of Schools  
802 N. Sam Houston  
Odessa, Texas 79761  
(432) 456-0000  
[www.ectorcountyisd.org](http://www.ectorcountyisd.org)

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## **Student Code of Conduct**

### **Accessibility**

If you have difficulty accessing the information in this document because of disability, please contact the appropriate campus principal.

### **Purpose**

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

The Student Code of Conduct has been adopted by the Ector County Independent School District (ECISD) Board of Trustees and was developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the district’s website at [www.ectorcountysisd.org](http://www.ectorcountysisd.org). Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

## **School District Authority and Jurisdiction**

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

- During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- While the student is in attendance at any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as provided by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundaryline;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
- When the student is required to register as a sex offender.

## **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at the campus webpage. Parents may contact the campus for the name of a current person serving as a campus behavior coordinator.

## **Threat Assessment and Safe and Supportive School Team**

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

## **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

## **Reporting Crimes**

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

## **Security Personnel**

To ensure sufficient security and protection of students, staff, and property, the board employs police officers, and/or security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). The law enforcement duties of school resource officers are as outlined in TEC 37.081, as well as the Texas Code of Criminal Procedures.

## **“Parent” Defined**

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

## **Participating in Graduation Activities**

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be

notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

See **DAEP—Restrictions During Placement** on page 22, for information regarding student assigned to DAEP at the time of graduation.

### **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

### **Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.

- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

## **General Conduct Violations**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP Placement and Expulsion**.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).

- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

### **Property Offenses**

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP Placement and Expulsion**.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP Placement and Expulsion**.)

### **Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A location-restricted knife;
- A club;
- A firearm;
- A firearm silencer or suppressor
- A stun gun;
- Knuckles
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Nicotine products, including nicotine pouches;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

Note: For weapons and firearms, see <sup>58</sup>**DAEP Placement and Expulsion**. In many

circumstances, possession of these items is punishable by mandatory expulsion

under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district or campus rules.

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement and Expulsion** for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See glossary for “abuse.”)
- Abuse over-the-counter drugs. (See glossary for “abuse.”).
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off

school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

## **Discipline Management Techniques**

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).

- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.
- *Corporal punishment is prohibited in ECISD.*

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office, or through Policy on Line at the following address: [www.ectorcountysd.org](http://www.ectorcountysd.org). The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

## **Removal from the School Bus**

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privilege, in accordance with law.

Misconduct will be punished in accordance with the Student Code of Conduct; the privilege to ride in a district vehicle, including a school bus, may be suspended or revoked.

The consequences for misconduct on the bus will be as follows:

- First offense – the driver will have a conference with the student and change seating arrangements if necessary.
- Second offense – the driver will contact parents seeking their assistance. Further incidents will result in written referrals.
- First written referral – the Principal will have a conference with the student and parents will be contacted.
- Second written referral – the student will receive a 5-day suspension from the bus.
- Third written referral – the student will be suspended from the bus for the remainder of the semester.

After returning to the bus in the second semester, if the student receives another bus referral, the student shall be removed from the bus for the remainder of the school year.

\*In the event of initiation and/or participation in a major offense, a student may lose bus privileges for an undetermined length of time. The student may also receive other disciplinary action. Flagrant misbehavior could result in immediate removal from the bus. Restitution for any damages incurred must be made before returning to the bus.

Student must be dressed according to the dress code when riding the regular bus to and from school.

## Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

### Formal Removal

A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom;
- In-school suspension;
- Out-of-school suspension; or
- DAEP.

A teacher or administrator **must** remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

## **Returning a Student to the Classroom**

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent. When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the

campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

## **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

## **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

#### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student **may** be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

#### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary)
- Involvement in criminal street gang activity. (See glossary)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the

Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see glossary) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the **Expulsion** section.) (See glossary for "under the influence.")
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the **Expulsion** section.)
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See glossary)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07 (a)(1), (2), (3), or (7).
  - A student who sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a controlled substance (see

definitions), a dangerous drug (see definitions), or an alcoholic

beverage (see definitions), if the offense is not punishable as a felony and the student is not expelled for the offense.

Upon the first offense, the student shall attend DAEP for up to a period of (10) ten days and will be provided positive student behavior support.

Upon second offense, the student shall be transferred to DAEP for a period of (20) twenty days and will be provided positive student behavior support.

Upon the third offense, the student shall be transferred to DAEP for a period of (30) days and will be provided positive student behavior support.

After the DAEP placement has been completed, the student will return to their home campus.

For determining the length of placement, cumulative offenses will only be counted for the current school year.

- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the **Expulsion** section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  - The student receives deferred prosecution (see glossary),
  - A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
  - The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

## **Sexual Assault and Campus Assignments**

If a student has been convicted of continuous sexual abuse of a young child or children, or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

## **Process**

Removals to a DAEP shall be made by the campus behavior coordinator.

## **Conference**

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

## **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

## **Placement Order**

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent. Information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for the purposes of special education services.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with

the guidelines included in this Code, the placement order shall give notice of the inconsistency.

## **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

## **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

## **Length of Placement**

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case-by-case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

## ***Exceeds One Year***

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in

the sexual assault of another student so that the students are not assigned to the same campus.

***Exceeds School Year***

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
- The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

### ***Exceeds 60 Days***

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: [www.ectorcountysd.org](http://www.ectorcountysd.org).

Appeals shall begin with the campus principal or designee.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

### **Restrictions During Placement**

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

The district may provide transportation to students placed at the Alternative Education Center (AEC). Transportation may be revoked when conduct on the bus warrants removal from the bus for the duration of the placement.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including

academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

- Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or
- The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student

and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

ECISD shall continue the DAEP placement of a student including Student Transfers, who enroll in the district and who is currently completing DAEP assignments with an open- enrollment charter school or another Texas district at the time of enrollment in ECISD. The student will be placed into the District's DAEP to complete the term of their DAEP placement provided the basis for the placement is also a reason for DAEP placement in ECISD. If the enrolling student's DAEP placement period exceeds district policy, ECISD shall alter the period of placement so that the total placement allocation does not violate the receiving district's policy.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. [See policy FOCA(LEGAL) for more information.]

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Student**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement

without conducting a review of the placement.

## **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

## **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the **DAEP Placement** or **Expulsion** sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

- The date on which the student's conduct occurred,
- The location at which the conduct occurred,
- Whether the conduct occurred while the student was enrolled in the district, or
- Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

## **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or

- Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

- The student graduates from high school,
- The charges are dismissed or reduced to a misdemeanor offense, or
- The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

### **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

## **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement**)

### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

### **At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for "under the influence.")
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.

- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary)

### **Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See glossary)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary)
- Possession of a firearm, as defined by federal law. (See glossary)

### **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in DAEP**

A student **may** be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- Conduct that constitutes the offense of:
  - Public lewdness under Penal Code 21.07;
  - Indecent exposure under Penal Code 21.08;

- Criminal mischief under Penal Code 28.03;
- Hazing under Education Code 37.152; or
- Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

**Under Federal Law**

Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

**Under the Penal Code**

- Unlawfully carrying on or about the student’s person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary)
 

**Note:** A student may not be expelled solely on the basis of the student’s use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See glossary)

- Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or children.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

## **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

## **Process**

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom,
- In-school suspension,
- Out-of-school suspension, or
- DAEP.

## **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

- Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district;
- An opportunity to testify and to present evidence and witnesses in the

- student's defense; and
- An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The Board of Trustees delegates to the Superintendent's designee authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the hearing officer shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

- The student is a threat to the safety of other students or to district employees, or
- Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal During Process**

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed, provided the behavior is also a reason for expulsion in the enrolling district. If the expulsion exceeds one year, the District will reduce the period of the expulsion so that the total expulsion does not exceed one year unless the district determines that the student is a threat to the safety of others or extended placement is in the best interest of the student.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

- The out-of-state district provides the district with a copy of the expulsion order,
- The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

- The student is a threat to the safety of other students or district employees, or
- Extended placement is in the best interest of the student.

## **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

## **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

## **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - 65 years of age or older, or
  - A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as:

- A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
  - Any vegetation, fence, or structure on open-space land; or
  - Any building, habitation, or vehicle:
    - Knowing that it is within the limits of an incorporated city or town,
    - Knowing that it is insured against damage or destruction,
    - Knowing that it is subject to a mortgage or other security interest,
    - Knowing that it is located on property belonging to another,
    - Knowing that it has located within it property belonging to another, or
    - When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
- A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
- A crime that involves intentionally starting a fire or causing an explosion and in so doing:
  - Recklessly damages or destroys a building belonging to another, or
  - Recklessly causes another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of Computer Security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

- Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the

Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

- Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm weapon; or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Firearm silencer** is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

- Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
- Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student’s physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
- Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the internet to harass, annoy, alarm, abuse, torment, or embarrass another:
  - Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person’s family or household, or the person’s property;
  - Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
  - Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.
  - Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student’s mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit list** is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial

property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

- The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S.

Department of Justice:

- An explosive weapon;
- A machine gun;
- A short-barrel firearm;
- Armor-piercing ammunition;
- A chemical dispensing device;
- A zip gun;
- A tire deflation device;
- An improvised explosive device; or
- A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. Informing such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

**Self-defense** is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- 4. Conduct that constitutes the offense of:
  - Public lewdness under Penal Code 21.07;
  - Indecent exposure under Penal Code 21.08;
  - Criminal mischief under Penal Code 28.03;
  - Hazing under Education Code 37.152; or
  - Harassment under Penal Code 42.07(a)(1) of a student or district

employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05;
- Kidnapping under Section 20.03;

- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.

[See FOC(EXHIBIT).]

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one’s body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees  
**FROM:** Dr. Kristen Vesely, Director Advanced Academic Services  
**SUBJECT:** **DISCUSSION OF AND REQUEST FOR THE APPROVAL OF IB MYP AUTHORIZATION APPLICATION FOR CROCKETT MIDDLE SCHOOL**  
**DATE:** June 17, 2025

---

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

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

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

In addition, Crockett MS confirms its preparation to meet IB requirements, financial obligations for MYP fees, agree the final decision on the application is reached by the Director General of the IB Organization, and use the IB World School logo appropriately.

\*\*\*\*\*

Administration Recommendation:

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

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

Agreement

*Please read and sign this agreement*

---

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

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

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

We confirm that:

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

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

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

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

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

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

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

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

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

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

---

Senovio Ortiz	Date
Head of School/Principal	

---

Dr. Keeley Boyer	Date
Superintendent of School/Executive Head	

---

Tammy Hawkins	Date
Chair of Governing Body	

May 30, 2025

Dear Sir or Madam:

On behalf of the International Baccalaureate Organization, I hereby confirm that, notwithstanding any other language to the contrary in the Applications for Authorization submitted by Crockett Middle School, the requirement to settle disputes by arbitration in Switzerland shall not apply. This correspondence pertains to the final paragraph of the agreement section within the candidacy application, which states as follows:

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

Paragraph (h.) quoted above shall be deemed stricken from any and all documents comprising the Applications for candidacy and authorization or relating to the authorization process for Crockett Middle School (Ector County Independent School District).



Nicole Bien  
Chief Schools Officer



**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent - Operations

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PARKHILL ARCHITECTS - TRANSPORTATION FACILITY RENOVATIONS**

**DATE:** June 17, 2025

---

The Standard Form of Agreement Between the Owner (ECISD) and Architect (Parkhill), AIA Document B101-2017, dated 03-21-2024, is recommended to be revised to address the renovation design needs of the Transportation Facility. Due to the change in scope, location, and actual construction cost, compensation for Parkhill Architects will be adjusted. The original fee amount per AIA B101 executed agreement was based on building a new facility. The architect's compensation will be adjusted based on Exhibit C Standard Architect (of Record) Fee Schedule, the Cost of Work for renovation projects as follows:

8.25% for Cost of Work between \$15,000,000 - \$ 29,999,999

We anticipate the cost of work to not exceed \$20,000,000.

Previous attachment

**Exhibit C**  
**Standard Architect (of Record) Fee Schedule**

Cost of Work (\$s)	New Construction	Additions - Expansions	Renovations
0 - 299,999.99	9.25%	10.50%	11.50%
300,000 - 624,999.99	8.50%	9.75%	10.75%
625,000 - 1,249,999.99	7.75%	9.25%	10.25%
1,250,000 - 2,499,999.99	7.25%	8.75%	9.75%
2,500,000 - 4,999,999.99	6.75%	8.25%	9.25%
5,000,000 - 7,499,999.99	6.50%	7.75%	8.75%
7,500,000 - 14,999,999.99	6.25%	7.50%	8.50%
15,000,000 - 29,999,999.99	6.00%	7.25%	8.25%
30,000,000 - 49,999,999.99	5.88%	7.00%	8.00%
50,000,000 - 99,999,999.99	5.75%	6.88%	7.88%
over 100,000,000	5.63%	6.75%	7.75%

\*\*\*\*\*

Administrative Recommendation:

Request for approval of Amendment to the professional services agreement for Parkhill Architects - Transportation Facility Renovations



# AIA® Document G802® – 2017

## ***Amendment to the Professional Services Agreement***

**PROJECT:** *(name and address)*

New Transportation Center  
Odessa, Texas

**AGREEMENT INFORMATION:**

Date: 03/21/2024

**AMENDMENT INFORMATION:**

Amendment Number: 002  
Date: 06/17/2025

**OWNER:** *(name and address)*

Ector County ISD  
802 N. Sam Houston  
Odessa, Texas 79761

**ARCHITECT:** *(name and address)*

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

The Owner and Architect amend the Agreement as follows:

1.1.1 Replace "The District wishes to renovate the office buildings and several large warehouses that are built from sheet metal. This project will also involve the construction of a new transportation maintenance facility and driver training facility." with "This project will require the renovation of existing buildings located at 8866 NW Loop 338, Odessa, Texas."

Replace 1.1.9.2 (paragraph deleted) with the following:

- .2 Subsurface Utility Engineering (SUE): TBD, if needed

Revise Paragraph 4.2.1 Architect's Additional Services to include:

- .5 As-built Development.
- .6 Master Planning and Phasing.
- .7 Furniture, Fixture & Equipment (FF&E) for office and training spaces for the project.
- .8 Technology Consultant.
- .9 Envelope Consultant.
- .10 Assistance in Special Permit Process (To address additional efforts for permitting requirements outside of the city limits, Septic systems, fueling and water wells ).

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

11.1.2 Replace "Six (6.0)% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6" with "The Architect's compensation for the design work of the new site: Basic Services (Arch, Interior, Structural, MEP and Landscape). Compensation is based on the percentage of the Cost of the Work for renovation projects. Refer to attached Standard Architect (of Record) Fee Schedule."

Revise Paragraph 11.3 to add the following language to the existing language:

- As-built Development: Labor hourly not to exceed \$29,000
- Master Planning and Phasing: hourly not to exceed \$40,000
- Furniture, Fixture & Equipment (FF&E) for office and training spaces for the project: hourly not to exceed \$27,750
- Site/Civil Engineering: Hourly, not to exceed \$214,420
- Assistance in Special Permit Process (To address additional efforts for permitting requirements outside of the city limits, septic systems, fueling and water wells): hourly not to exceed \$15,000

Section 11.4 shall be modified by deleting "N/A" and adding the following language:

- Technology: Cost of consultant for coordination and integration of the design.
- Envelope Consultant: Cost of consultant for coordination and integration of the design.

Delete Paragraph 11.4.1 in its entirety.

Schedule Adjustment:

Modify 1.1.4 as follows:

- .1 Design phase milestone dates, if any:  
April 2026
- .2 Construction commencement date:  
May 2026, tentative, depends on Authority Having Jurisdiction (AHJ)
- .3 Substantial Completion date or dates:  
May 2027, tentative
- .4 Other milestone dates:  
TBD

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Except as expressly modified herein, no other provisions of the Agreement between the Architect and Owner are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Architect and Owner, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

**SIGNATURES:**

PARKHILL

**ARCHITECT** *(Firm name)*

DocuSigned by:

*David Finley*

**SIGNATURE** BC74AA...

David Finley, Director of K-12 |  
Partner

**PRINTED NAME AND TITLE**

June 17, 2025

**DATE**

ECTOR COUNTY ISD

**OWNER** *(Firm name)*

**SIGNATURE**

Dr. Keeley Boyer,  
Superintendent

**PRINTED NAME AND TITLE**

**DATE**

### Standard Architect (of Record) Fee Schedule

Cost of Work (\$s)	New Construction	Additions - Expansions	Renovations
0 - 299,999.99	9.25%	10.50%	11.50%
300,000 - 624,999.99	8.50%	9.75%	10.75%
625,000 - 1,249,999.99	7.75%	9.25%	10.25%
1,250,000 - 2,499,999.99	7.25%	8.75%	9.75%
2,500,000 - 4,999,999.99	6.75%	8.25%	9.25%
5,000,000 - 7,499,999.99	6.50%	7.75%	8.75%
7,500,000 - 14,999,999.99	6.25%	7.50%	8.50%
15,000,000 - 29,999,999.99	6.00%	7.25%	8.25%
30,000,000 - 49,999,999.99	5.88%	7.00%	8.00%
50,000,000 - 99,999,999.99	5.75%	6.88%	7.88%
over 100,000,000	5.63%	6.75%	7.75%



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-first day of March in the year Two Thousand Twenty Four

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79762  
Phone: (432) 456-0000

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

Parkhill  
1700 W. Wall, Suite 100  
Midland, Texas 79701  
Phone: (432) 697-1447  
Fax: (432) 697-9758

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

New Transportation Center  
5308 Andrews Highway  
Odessa, Texas 79762

The Owner and Architect agree as follows.

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

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract ("Contract") as the basic form for that contract; and

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

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

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

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Architect will work with the Owner to develop the project program in accordance with established standards and scope.

The District wishes to renovate the office buildings and several large warehouses that are built from sheet metal. This project will also involve the construction of a new transportation maintenance facility and driver training facility.

§ 1.1.2 The Project's physical characteristics:

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

The project includes new transportation center with maintenance, classroom and ancillary spaced are required. The scope will also include comprehensive site development including parking and remodeling of existing structures.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$26,250,000.00

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

.1 Design phase milestone dates, if any:

March 2024

.2 Construction commencement date:

April 2025, tentative

.3 Substantial Completion date or dates:

April 2026, tentative

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Sealed Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representatives in accordance with Section 5.3:

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

Dr. Scott Muri, Superintendent or his designee  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79762  
Phone: (432) 456-0000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer: To be identified by Owner at a later date.

.2

*(Paragraphs deleted)*

Other, if any:

*(List any consultants and contractors retained by the Owner.)*

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Scott Reed, AIA, Architect, Senior Associate  
1700 W. Wall St.  
Midland, Texas 79701  
Phone: (432) 697-1447

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Parkhill  
1700 W. Wall St.  
Midland, Texas 79701

.2 Mechanical Engineer:

Parkhill  
1700 W. Wall St.  
Midland, Texas 79701

.3 Electrical Engineer:

Parkhill  
1700 W. Wall St.  
Midland, Texas 79701

.4 Kitchen Consultant Food Design Professionals (FDP):

N/A

.5 A/V & Acoustical Consultant:

N/A

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Surveyor: TBD

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties may agree in writing upon protocols, governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practice and Remedies Code Section 130.002, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the

Init.

Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

*(Paragraphs deleted)*

**§ 2.5.1 Workers' Compensation**

- .1 State: Statutory Benefits
- .2 Employer's Liability: \$1,000,000 per accident  
\$1,000,000 disease, policy limit  
\$1,000,000 disease, each employee

**§ 2.5.2 Commercial General Liability with policy limits of not less than the following amounts**

- .1 Each occurrence: \$ 1,000,000.00 each occurrence  
\$ 2,000,000.00 aggregate
- .2 Medical Expense (per person) \$ 10,000 each occurrence
- .3 Products & Completed Operations: \$ 2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)
- .4 Personal & Advertising Injury \$ 1,000,000 aggregate
- .5 Must include explosion, collapse, and underground (X, C, and U) coverage
- .6 Must include Completed Operations coverage
- .7 Must Include Contractual Liability Coverage
- .8 Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3 Contractual Liability:**

- .1 Property Damage shall be included in Commercial General Liability Coverage.
- .2 Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):**

- .1 Combined single limit policy in the amount of at least \$1,000,000 for Bodily Injury and Property – Each Accident.

**§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:**

- \$ 5,000,000.00 per claim
- \$ 7,000,000.00 per annual aggregate

Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

- .1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million Dollars in the aggregate (\$ 2,000,000.00).

**§ 2.5.6 Umbrella Excess Liability coverages shall be:**

- .1 \$ 1,000,000.00 each occurrence
- .2 \$ 2,000,000.00 aggregate
- .3 \$ 2,000,000.00 aggregate Per Project Endorsement

**§ 2.5.7 Texas Workers Compensation Insurance.** Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

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- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
  - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
  - .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .4 Obtain from each other person with whom it contracts, and provide to the Architect:
    - .1 A certificate of coverage, prior to the other person beginning work on the Project and
    - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
  - .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

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- .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Section 4.1 and include usual and customary architectural services, structural, mechanical, plumbing, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction data base management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all on-site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas when appropriate, portable buildings and accompanying infrastructure if applicable. The District will not waive any services recommended by the Architect that are required by law.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in Article 3 and Section 4.1 are Additional Services.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or the Board's designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees or the Board's designee in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

.1 Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify

quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at [www.tea.state.tx.us](http://www.tea.state.tx.us). In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the issue date of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 4.2.1.2, if applicable to the Project and required for Final Completion.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall comply with applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such

negotiated amendments which may cause an adjustment in the Architect's compensation and must be mutually agreed upon by the Owner and Architect in writing before proceeding.

**§ 3.1.7 The scope of work for this Project:**

Construction of a new transportation center, including bus and vehicle maintenance, district vehicle parking, training center and miscellaneous renovations to existing pre-engineered buildings.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

**§ 3.2.3** The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, for the Owner's approval, a written preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider and discuss with the Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work.

**§ 3.2.5.2** The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a

preliminary opinion of the Cost of the Work prepared in accordance with Section 6.3. This opinion may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other elements outlined in this Agreement. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the opinion of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board, or Board's designee's approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for

construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

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

#### **§ 3.4.1.1 Errors and Omissions.**

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1031 and Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1031 and Section 61.1040, and performed its services in accordance with the Standard of Care in executing the construction documents. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, except as indicated on the certification. Architect's signature and seal on the construction documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1032 and Section 61.1040. Architect shall

complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as Additional Service per Section 4.2.1.2.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's attorney in the development and preparation of (1) bidding competitive purchasing, and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms bidding competitive purchasing, and; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health (Texas Government Code Chapter 425). All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the opinion for the Cost of the Work. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written

recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

#### **§ 3.5.2 Competitive Bidding or Purchasing**

**§ 3.5.2.1** If applicable, Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- .1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting, and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design

and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

### § 3.5.3 Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

§ 3.5.3.2 If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

- .1 providing a digital copy of the Proposal Documents for distribution to prospective proposers/contractors and plan rooms and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.1.6 herein. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If any conflict arises between this AIA Document B101-2017 and AIA Document A201-2017, this agreement shall control to the extent affecting Architect's services. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work, when Architect knew or should have known of the defect or nonconforming work, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in Architect's professional opinion the quality of the Work is in accordance with the Construction Documents and the Contract Documents and evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** With notice and consent of Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.5.3** The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

- .6 Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).
- .7 Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):
  - (i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040. The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.
  - (ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's Board of Trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.
  - (iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are included in Basic Services. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such Services are not required for this project or approved by Owner.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services in Schedule A to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Coordination of Civil engineering services	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.25 Fast-track design services	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 [Intentionally deleted]	
<i>(Row deleted)</i>	
§ 4.1.1.30 [Intentionally deleted]	
<i>(Row deleted)</i>	

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1**

*(Paragraphs deleted)*

Refer to Schedule A

**§ 4.1.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.1.3 [Intentionally deleted]**

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the issue of applicable building permits, including changing or editing and result in substantial revisions to previously prepared Instruments of Service;
- .3

*(Paragraphs deleted)*

Consultation concerning replacement of Work resulting from fire or other cause during construction; and

- .4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

**§ 4.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One ( 1 ) visits to the site by the Architect per week during construction unless more visits per week are deemed necessary by the Owner in accordance with § 3.6.2.1.
- .3 Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Five ( 5 ) inspections for each portion of the Work to determine final completion.

**§ 4.2.4** [Intentionally deleted]

**§ 4.2.5** [Intentionally deleted]

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 5.2** The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri                      Title: Superintendent, or designee.

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri                      Title: Superintendent, or designee.

§ 5.4 Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 [Intentionally deleted]

§ 5.7 [Intentionally deleted]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and

Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 [Intentionally deleted]

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary opinion of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care,

satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees, or designee; and to include design alternates as may be necessary to adjust the opinion of the Cost of the Work to meet the Owner's budget.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before the commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

### **FORM A for Sections 7.2 to 7.5 (\_\_\_)**

**FORM B FOR SECTIONS 7.2 to 7.4 ( X )**

*(Paragraphs deleted)*

**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as built" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL) or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process,

then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

**§ 8.1.4** In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

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

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

## **§ 8.2.4**

*(Paragraphs deleted)*

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

§ 8.2.5 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.3 [Intentionally deleted]

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, and Texas law, such failure shall be considered substantial nonperformance and cause for termination. If not cured after ten (10) days written notice to Owner of the delinquency, Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq.* In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

*(Paragraphs deleted)*

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement.

Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7, Section 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement .

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, such consent not to be unreasonably withheld, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense

in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

**§ 10.10 NO LIENS.** The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11 APPLICABLE LAW.** This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

**§ 10.12 CONFLICT OF DOCUMENTS.** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

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

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

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

**§ 10.16 CHILD SUPPORT.** By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid,

or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 10.18** Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
  - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
  - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
  - .3 On completion of the Contract, either:
    - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
    - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5 If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

.6 If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

.7 As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

#### § 10.21.1 CRIMINAL HISTORY RECORD CHECKS

§ 10.21.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21.3) of Architect, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Architect's services. Architect's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Architect's services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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

§ 10.21.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the persons duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a

defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

§ 10.21.4 Architects violation of this section shall constitute a substantial failure.

§ 10.21.5 Architect shall assume all expenses associated with the background checks.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Supplemental Services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

.1

*(Paragraphs deleted)*

[Intentionally deleted]

.2 Percentage Basis

*(Insert percentage value)*

Six (6.0 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

.3 Other

*(Describe the method of compensation)*

N/A

## § 11.2

*(Paragraphs deleted)*

[Intentionally deleted]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*

N/A

§ 11.4.1 The Architect shall invoice for site/civil engineering services rendered by their site/civil engineer of record with zero (0%) percent markup.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 [Intentionally deleted]

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached Schedule B

(Table deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 [Intentionally deleted];
- .2 [Intentionally deleted];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
- .5 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering or mock-up of each building in the Project;
- .8 [Intentionally deleted];
- .9 [Intentionally deleted];
- .10 [Intentionally deleted];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Intentionally deleted].

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's consultants.

**§ 11.9**

*(Paragraphs deleted)*

**Compensation For Use Of Architect's Instruments Of Service.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 [Intentionally deleted]

§ 11.10.1.2 [Intentionally deleted]

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than Thirty ( 30 ) days after Owner's receipt of the invoice shall bear interest at the rate entered

*(Paragraphs deleted)*

below specified by Texas Government Code § 2251.025 or its successor.

*(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)*

**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§12.1 INDEMNITY.** Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this

indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 12.3** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**§ 12.4** It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

**§ 12.5 RECORDS RETENTION.** Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6 COMPLAINTS.** The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 505 E Huntland Dr., Austin, Texas 78752, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

### ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;
- .2 AIA Document  
(Paragraphs deleted)  
A201 2017 General Conditions of Contract for Construction, as amended for this project.
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)  
  
[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)  
  
[ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Schedule A – Description of Services referenced in Article 4.1.1.  
Schedule B – Architect’s Hourly Rates referenced in Article 11.7

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

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**PARKHILL**

**OWNER** *(Signature)*

**ARCHITECT** *(Signature)*

Dr. Scott Muri | Superintendent  
*(Printed name and title)*

David Finley, EdD, AIA, ALEP | Principal  
*(Printed name, title, and license number, if required)*

## SCHEDULE A

The following descriptions provide the scope and extent that Basic Services will be provided under 4.1.1.

### § 4.1.1.1 Programming

As part of Basic Services Architect will assist Owner in jointly developing and refining Owner's program.

### § 4.1.1.2 Multiple preliminary designs

As part of Basic Services, Architect to provide no more than three (3) different design options per project.

### § 4.1.1.4 Existing facilities surveys

As part of Basic Services, the Architect will survey the existing facilities as required by the work. Owner to provide .dwg or .rvt, if available, or hard copies of building drawings that Owner has in their possession.

### § 4.1.1.5 Site evaluation and planning

As part of Basic Services, Architect will evaluate and plan the Owner's proposed site with regard to size, access and circulation for vehicular traffic and franchise utilities.

### § 4.1.1.6 As part of Basic Services the Architect will assume Building Information Model management responsibilities

§ 4.1.1.7 As part of Basic Services the Architect will develop the Building Information Models for post construction use and in accordance with section 11.9.

### § 4.1.1.8 Coordination of Civil Engineering Services

As part of Basic Services, Architect will coordinate, advise, and select the Civil Engineering firm of record. The Site/Civil engineering services will be performed by the Civil Engineer of record and will be compensated in accordance with section 11.4.

### § 4.1.1.9 Landscape Design

As part of Basic Services the Architect will provide planting and irrigation design services.

### § 4.1.1.10 Architectural Interior Design

The Architect will include in its Basic Services, the preparation of three (3) color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, Architect will proceed to develop one in-depth color, finish and texture submittal for the Owner's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Section 11.3. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Owner.

### § 4.1.1.11 Value Analysis

Architect to provide services indicated in section 3.2.5.1 as part of Basic Services. Efforts beyond these sections are Additional Services plus reimbursable expenses.

### § 4.1.1.12 Detailed Cost Estimating beyond that requested in Section 6.3

Additional independent, third-party professional services will be an Additional Service, plus reimbursable expenses.

§ 4.1.1.13 On-site Project Representation

As part of Basic Services, Architect to provide services indicated in Sections 3.6.2.1. Site visits beyond those indicated in section 3.6.2.1 and/or full-time on-site project representation shall be an Additional Service plus reimbursable expenses.

§ 4.1.1.15 As-designed record drawings

As part of Basic Services, Architect to provide as-designed record drawings documenting approved changes to the construction drawings.

§ 4.1.1.20 Coordination of Owner's Consultants

As part of Basic Services, Architect shall coordinate with Owner's Consultants as indicated in Section 3.1.2.

§ 4.1.1.21 Telecommunications/data design

As part of Basic Services, Architect to coordinate the Owner's provided requirements into the Work. Should Owner require more experience than that possessed by the Architect, then a Telecommunications/Data consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.22 Security Evaluation and Planning

As part of Basic Services, Architect to provide input based on experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience than that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

SCHEDULE B  
**Parkhill**  
**Hourly Rate Schedule**  
 January 1, 2024 through December 31, 2024

Client: Ector County ISD

Project: Transportation Center

Agreement Date: March 21, 2024

Location: Odessa, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
<b>SUPPORT STAFF I</b>	\$75.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
<b>SUPPORT STAFF II</b>	\$88.00	Architect	\$186.00	Architect	\$305.00
<b>SUPPORT STAFF III</b>	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
<b>SUPPORT STAFF IV</b>	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
<b>SUPPORT STAFF V</b>	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
<b>SUPPORT STAFF VI</b>	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
<b>PROFESSIONAL LEVEL I</b>		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
		Structural Engineer	\$253.00	Structural Engineer	\$410.00
		Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
		Other Professional	\$193.00	Other Professional	\$392.00
<b>PROFESSIONAL LEVEL II</b>		<b>PROFESSIONAL LEVEL V</b>			
Architect	\$163.00	Architect	\$275.00		
Civil Engineer	\$184.00	Civil Engineer	\$319.00		
Electrical Engineer	\$190.00	Electrical Engineer	\$317.00		
Interior Designer	\$151.00	Interior Designer	\$218.00		
Landscape Architect	\$151.00	Landscape Architect	\$236.00		
Mechanical Engineer	\$181.00	Mechanical Engineer	\$302.00		
Structural Engineer	\$179.00	Structural Engineer	\$305.00		
Survey Tech	\$146.00	Professional Land Surveyor	\$240.00		
Other Professional	\$148.00	Other Professional	\$215.00		



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent – District Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PARKHILL ARCHITECTS - AUSTIN MONTESSORI MAGNET RENOVATIONS

DATE: June 17, 2025

The Administration requests that the Board approve revisions to The Standard Form of Agreement Between the Owner (ECISD) and Architect (Parkhill), AIA Document B101-2017, which is dated 06-18-2024. These revisions are necessary to address the renovation design needs of the Austin Montessori campus. Due to the complexity of the project, particularly concerning City of Odessa requirements and actual construction cost, compensation for Parkhill Architects will be adjusted. The original fee amount per AIA B101 executed agreement was based on an hourly rate not to exceed an amount of \$85,000. The architect’s compensation will be adjusted as follows:

9.75% fee based on approved construction cost of \$1,975,000.00:

Design (75%):	\$144,421.88
Procurement (5%):	\$ 9,628.13
Construction Administration (20%):	\$ 38,512.50
TOTAL ADJUSTED FEE:	\$192,562.50

\*\*\*\*\*

Administrative Recommendation:

Approval of the Amendment to the Professional Services Agreement for Parkhill Architects – Austin Montessori Magnet Renovations



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
 Austin Montessori Magnet Renovations  
 200 West 9<sup>th</sup> Street  
 Odessa, TX 79761

**AGREEMENT INFORMATION:**  
 Date: June 18, 2024

**AMENDMENT INFORMATION:**  
 Amendment Number: 001  
 Date: June 17, 2025

**OWNER:** *(name and address)*  
 Ector County ISD  
 802 N. Sam Houston  
 Odessa, TX 79761

**ARCHITECT:** *(name and address)*  
 Parkhill  
 1700 West Wall, Suite 100  
 Midland, TX 79701

The Owner and Architect amend the Agreement as follows:

Due to the complexity of the project, particularly concerning City requirements, and actual construction cost, the Architect's compensation will be adjusted. The original fee amount per AIA B101 executed agreement was based on an hourly not to exceed amount of \$85,000.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

9.75% fee based on approved construction cost of \$1,975,000.00:

Design (75%):	\$144,421.88
Procurement (5%):	\$ 9,628.13
Construction Administration (\$20%):	\$ 38,512.50
<b>TOTAL ADJUSTED FEE:</b>	<b>\$192,562.50</b>

Schedule Adjustment:

N/A

-----  
 Except as expressly modified herein, no other provisions of the Agreement between the Architect and Owner are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Architect and Owner, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

(signatures on next page)

**SIGNATURES:**

Parkhill

**ARCHITECT** *(Firm name)*

DocuSigned by:

*David Finley*

**SIGNATURE** NO. 11196C74AA...

David Finley, EdD, AIA, ALEP  
Director of K-12 | Partner

**PRINTED NAME AND TITLE**

June 17, 2025

**DATE**

Ector County ISD

**OWNER** *(Firm name)*

**SIGNATURE**

Dr. Keeley Boyer  
Superintendent

**PRINTED NAME AND TITLE**

**DATE**



# **AIA**® Document B101® – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Eighteenth day of June in the year Two Thousand Twenty Four  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79761  
Phone: (432) 456-0000

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

Parkhill  
1700 W. Wall, Suite 100  
Midland, Texas 79701  
Phone: (432) 697-1447  
Fax: (432) 697-9758

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

Austin Montessori Magnet Renovations 2024  
200 West 9<sup>th</sup> Street  
Odessa, Texas 79761

The Owner and Architect agree as follows.

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

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract ("Contract") as the basic form for that contract; and

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

**ADDITIONS AND DELETIONS:**

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

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

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Architect will work with the Owner to develop the project program in accordance with established standards and scope.

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

The project will consist of demolition of damaged walls and structure to the cafeteria and the replacement of those components as needed to return space to full function.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Estimated \$1,700,000.00

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

- .1 Design phase milestone dates, if any:  
Commencement: 7-1-2024

Init.

.2 Construction commencement date:

November 2024 Tentative

.3 Substantial Completion date or dates:

June 2025 Tentative

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Sealed Proposals

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

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Dr. Scott Muri, Superintendent or his designee  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79762  
Phone: (432) 456-0000

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

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

.1 Geotechnical

*(Paragraphs deleted)*

Engineer (if needed): To be identified by Owner at a later date.

*(Paragraphs deleted)*

.2 Other, if any:

Init.

Surveyor: TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

John Ogomo, AIA. Project Manager  
1700 W. Wall St.  
Midland, Texas 79701  
Phone: 972.987.1670

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Parkhill  
1700 W. Wall St.  
Midland, Texas 79701

.2 Mechanical Engineer:

Parkhill  
1700 W. Wall St.  
Midland, Texas 79701

.3 Electrical Engineer:

Parkhill  
1700 W. Wall St.  
Midland, Texas 79701

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Surveyor: TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may agree in writing upon protocols, governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

*(Paragraph deleted)*

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practice and Remedies Code Section 130.002, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To

Init.

the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

*(Paragraphs deleted)*

**§ 2.5.1 Workers' Compensation**

- .1 State: Statutory Benefits
- .2 Employer's Liability: \$1,000,000 per accident  
\$1,000,000 disease, policy limit  
\$1,000,000 disease, each employee

**§ 2.5.2 Commercial General Liability with policy limits of not less than the following amounts**

- .1 Each occurrence: \$ 1,000,000.00 each occurrence  
\$ 2,000,000.00 aggregate
- .2 Medical Expense (per person) \$ 10,000 each occurrence
- .3 Products & Completed Operations: \$ 2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)
- .4 Personal & Advertising Injury \$ 1,000,000 aggregate
- .5 Must include explosion, collapse, and underground (X, C, and U) coverage
- .6 Must include Completed Operations coverage
- .7 Must Include Contractual Liability Coverage
- .8 Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3 Contractual Liability:**

- .1 Property Damage shall be included in Commercial General Liability Coverage.
- .2 Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):**

- .1 Combined single limit policy in the amount of at least \$1,000,000 for Bodily Injury and Property – Each Accident.

**§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:**

- \$ 5,000,000.00 per claim
- \$ 7,000,000.00 per annual aggregate

Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

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- .1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million Dollars in the aggregate (\$ 2,000,000.00).

**§ 2.5.6 Umbrella Excess Liability coverages shall be:**

- .1 \$ 1,000,000.00 each occurrence  
 .2 \$ 2,000,000.00 aggregate  
 .3 \$ 2,000,000.00 aggregate Per Project Endorsement

**§ 2.5.7 Texas Workers Compensation Insurance.** Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

28 TAC § 110.110(i).

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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- .8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
  - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
  - .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .4 Obtain from each other person with whom it contracts, and provide to the Architect:
    - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
    - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
  - .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
  - .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Section 4.1 and include usual and customary architectural services, structural, mechanical, plumbing and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction data base management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all on-site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas when appropriate, portable buildings and accompanying infrastructure if applicable. The District will not waive any services recommended by the Architect that are required by law.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in Article 3 and Section 4.1 are Additional Services.

**§ 3.1.1** The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or the Board's designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees or the Board's designee in the further

development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

- .1 Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and

testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at [www.tea.state.tx.us](http://www.tea.state.tx.us). In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to inform all parties of revisions or amendments to applicable codes or standards which become effective prior to the date of issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be noted (including any project additionally required documentation and related project revisions) by the Architect, and shall be compensated as an Additional Service pursuant to Section 4.2.1.2, if applicable to the Project and required for Final Completion.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall comply with applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments which may cause an adjustment in the Architect's compensation and must be mutually agreed upon by the Owner and Architect in writing before proceeding.

**§ 3.1.7 The scope of work for this Project:**

The project will consists of demolition of damaged walls and structure to the cafeteria and the replacement of those components as needed to return space to full function.

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### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, for the Owner's approval, a written preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work.

§ 3.2.5.2 The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work prepared in accordance with Section 6.3. This opinion may be based on current area, volume or similar conceptual estimating techniques.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the

Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other elements outlined in this Agreement. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the opinion of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board, or Board's designee's approval.

§ 3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of

issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

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

### **§ 3.4.1.1 Errors and Omissions.**

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1031 and Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1031 and Section 61.1040, and performed its services in accordance with the Standard of Care in executing the construction documents. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, except as indicated on the certification. Architect's signature and seal on the construction documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1032 and Section 61.1040. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility

Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to make note of and communicate scope of revisions or amendments to applicable codes or standards that become effective prior to issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as Additional Service per Section 4.2.1.2.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's attorney in the development and preparation of (1) bidding competitive purchasing, and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms bidding competitive purchasing, and; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health (Texas Government Code Chapter 425). All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the opinion for the Cost of the Work. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability

to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

If requested by the Owner, the Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

### **§ 3.5.2 Competitive Bidding or Purchasing**

**§ 3.5.2.1** If applicable, Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- .1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting, and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

### **§ 3.5.3 Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and

Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

§ 3.5.3.2 If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

- .1 providing a digital copy of the Proposal Documents for distribution to prospective proposers/contractors and plan rooms and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.1.6 herein. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If any conflict arises between this AIA Document B101-2017 and AIA Document A201-2017, this agreement shall control to the extent affecting Architect's services. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on

time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or Owner's representative, Architect's project representative, and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work, when Architect knew or should have known of the defect or nonconforming work, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in Architect's professional opinion the quality of the Work is in accordance with the Construction Documents and the

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Contract Documents and evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 With notice and consent of Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.
- .6 Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).
- .7 Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):
  - (i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040. The Architect for a capital improvement project shall certify compliance that the project has been

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- designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.
- (ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner’s Board of Trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner’s board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.
- (iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner’s Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are included in Basic Services. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such Services are not required for this project or approved by Owner.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services in Schedule A, to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Coordination of Civil engineering services	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.25 Fast-track design services	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 [Intentionally deleted]	
<i>(Row deleted)</i>	
§ 4.1.1.30 [Intentionally deleted]	
<i>(Row deleted)</i>	

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1**

*(Paragraphs deleted)*

**Refer to Schedule A**

**§ 4.1.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.1.3 [Intentionally deleted]**

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the issue of applicable building permits, including changing or editing and result in substantial revisions to previously prepared Instruments of Service;
- .3

*(Paragraphs deleted)*

Consultation concerning replacement of Work resulting from fire or other cause during construction; and

- .4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

#### § 4.2.2

*(Paragraphs deleted)*

[Intentionally deleted]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One ( 1 ) visit to the site by the Architect per week during construction unless more visits per week are deemed necessary by the Owner in accordance with § 3.6.2.1.
- .3 Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Five ( 5 ) inspections for each portion of the Work to determine final completion.

§ 4.2.4 [Intentionally deleted]

§ 4.2.5 [Intentionally deleted]

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 5.2 The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and

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consult with Architect for day-to-day operations under the agreement. Owner's Board of Trustees hereby delegates to the Superintendent the authority to approve minor contract revisions, which may arise after execution of the contract, that do not affect the material terms of the contract. Any such revisions shall be reviewed by the Board's legal counsel, confirmed in writing between the Architect and Owner's Superintendent or designee, and notice of such approved revisions shall be given to the Board of Trustees."

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee.

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or designee.

**§ 5.4** Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** [Intentionally deleted]

**§ 5.7** [Intentionally deleted]

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

**§ 5.10** Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and

Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** [Intentionally deleted]

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary opinion of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care,

satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees, or designee; and to include design alternates as may be necessary to adjust the opinion of the Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before the commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

### FORM A for Sections 7.2 to 7.5 (\_\_\_)

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**FORM B FOR SECTIONS 7.2 to 7.4 ( X )***(Paragraphs deleted)*

**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as built" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

**ARTICLE 8 CLAIMS AND DISPUTES****§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL) or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process,

then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

**§ 8.1.4** In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

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

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

## **§ 8.2.4**

*(Paragraphs deleted)*

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

§ 8.2.5 [Intentionally deleted]

§ 8.3 [Intentionally deleted]

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, and Texas law, such failure shall be considered substantial nonperformance and cause for termination if not cured after ten (10) days written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq.* In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

**§ 9.7**

*(Paragraphs deleted)*

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7, Section 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement .

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, such consent not to be unreasonably withheld, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate

purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

**§ 10.10 NO LIENS.** The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11 APPLICABLE LAW.** This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

**§ 10.12 CONFLICT OF DOCUMENTS.** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

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

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

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

**§ 10.16 CHILD SUPPORT.** By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 10.18** Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.

.2 The Architect must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,

.3 On completion of the Contract, either:

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

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.5 If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

.6 If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

.7 As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

### § 10.21.1 CRIMINAL HISTORY RECORD CHECKS

§ 10.21.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21.3) of Architect, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Architect's services. Architect's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Architect's services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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

§ 10.21.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the persons duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a

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defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

§ 10.21.4 Architects violation of this section shall constitute a substantial failure under Article 14 of AIA Document A201-2017, General Conditions of Contract for Construction, as amended by Owner for this project.

§ 10.21.5 Architect shall assume all expenses associated with the background checks.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3 and supplemental services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

- .1 [Intentionally deleted]
- .2 Hourly Basis with not-to-exceed maximum of \$85,000.00. Any changes to the not-to-exceed maximum must be by written consent by the Owner.

*(Paragraph deleted)*

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

- .3 Other  
*(Describe the method of compensation)*

N/A

**§ 11.2**

*(Paragraphs deleted)*

[Intentionally deleted]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services. Compensation of additional services will be based on hourly rate as described in schedule B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*

N/A

§ 11.4.1 The Architect shall invoice for site/civil engineering services rendered by their site/civil engineer of record with zero (0%) percent markup.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 [Intentionally deleted]

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached Schedule B  
(Table deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 [Intentionally deleted];
- .2 [Intentionally deleted];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
- .5 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect’s provision of one artist’s rendering or mock-up of each building in the Project;
- .8 [Intentionally deleted];
- .9 [Intentionally deleted];
- .10 [Intentionally deleted];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Intentionally deleted].

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect’s consultants.

**§ 11.9**

(Paragraphs deleted)

**Compensation For Use Of Architect's Instruments Of Service.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** [Intentionally deleted]

**§ 11.10.1.2** [Intentionally deleted]

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than Thirty ( 30 ) days after Owner's receipt of the invoice shall bear interest at the rate entered  
(Paragraphs deleted)

below specified by Texas Government Code § 2251.025 or its successor.

(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)

**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§12.1 INDEMNITY.** Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any

loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 12.3** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**§ 12.4** It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

**§ 12.5 RECORDS RETENTION.** Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6 COMPLAINTS.** The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 505 E Huntland Dr., Austin, Texas 78752, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;
- .2 AIA Document

*(Paragraphs deleted)*

A201 2017 General Conditions of Contract for Construction, as amended for this project

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

Schedule A – Description of Services referenced in Article 4.1.1.  
Schedule B – Architect’s Hourly Rates referenced in Article 11.7

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

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

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

Dr. Scott Muri | Superintendent  
\_\_\_\_\_  
*(Printed name and title)*

**PARKHILL**

DocuSigned by:

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

David Finley, EdD, AIA, ALEP | Principal  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

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## SCHEDULE A

The following descriptions provide the scope and extent that Basic Services will be provided under 4.1.1.

§ 4.1.1.1 Programming

§ 4.1.1.2 Multiple preliminary designs

§ 4.1.1.3 Measured drawings

§ 4.1.1.4 Existing facilities surveys

§ 4.1.1.5 Site evaluation and planning

As part of Basic Services, Architect will evaluate and plan the Owner's proposed site with regard to size, access and circulation for vehicular traffic and franchise utilities.

§ 4.1.1.8 Civil Engineering

As part of Basic Service, Architect to provide on-site development services including parking lots, sidewalks, drainage and vehicle circulation. Additional Services plus reimbursable expenses shall include extension of off-site utilities and/or roads, if any.

§ 4.1.1.9 Landscape Design

Architect to provide planting and irrigation design services as Basic Service.

§ 4.1.1.10 Architectural Interior Design

The Architect will include in its Basic Services, the preparation of two (2) color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, Architect will proceed to develop one in-depth color, finish and texture submittal for the Owner's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Section 11.3. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Owner. As an optional Additional Service plus reimbursable expenses, a product sample presentation board of the approved color scheme can be prepared for use by the Owner.

§ 4.1.1.11 Value Analysis

Architect to provide services indicated in section 3.2.5.1 as pr of Basic Services. Efforts beyond these sections are Additional Services plus reimbursable expenses.

§ 4.1.1.12 Detailed Cost Estimating beyond that requested in Section 6.3

Additional independent, third party professional as Supplemental Service, plus reimbursable expenses.

§ 4.1.1.13 On-site Project Representation

As part of Basic Services, Architect to provide services indicated in Sections 3.6.2.1. Site visits beyond those indicated in section 3.6.2.1 and/or full-time on-site project representation shall be an Additional Service plus reimbursable expenses.

§ 4.1.1.20 Coordination of Owner's Consultants

As part of Basic Services, Architect shall coordinate with Owner's Consultants as indicated in Section 3.1.2.

§ 4.1.1.21 Telecommunications/data design

As part of Basic Services, Architect to coordinate the Owner's provided requirements into the Work. Should Owner require more experience than that possessed by the Architect, then a Telecommunications/Data consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.22 Security Evaluation and Planning

As part of Basic Services, Architect to provide input based on experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience that that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

# Parkhill

## Hourly Rate Schedule

January 1, 2024 through December 31, 2024

### SCHEDULE B

Client: Ector County Independent School District

Project: Austin ES Cafeteria Renovations

Agreement Date: June 18, 2024

Location: 200 West 9th Street, Odessa, Texas 79761

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
<b>SUPPORT STAFF I</b>	\$75.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
<b>SUPPORT STAFF II</b>	\$88.00	Architect	\$186.00	Architect	\$281.00
<b>SUPPORT STAFF III</b>	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$337.00
<b>SUPPORT STAFF IV</b>	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$292.00
<b>SUPPORT STAFF V</b>	\$143.00	Interior Designer	\$166.00	Interior Designer	\$251.00
<b>SUPPORT STAFF VI</b>	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$257.00
<b>PROFESSIONAL LEVEL I</b>		Mechanical Engineer	\$211.00	Mechanical Engineer	\$304.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$300.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$239.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$236.00
Interior Designer	\$144.00	<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$356.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$366.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$395.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$271.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$284.00
<b>PROFESSIONAL LEVEL II</b>		Mechanical Engineer	\$248.00	Mechanical Engineer	\$390.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$293.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Other Professional	\$293.00
Interior Designer	\$151.00	<b>PROFESSIONAL LEVEL V</b>			
Landscape Architect	\$151.00	Architect	\$275.00		
Mechanical Engineer	\$181.00	Civil Engineer	\$319.00		
Structural Engineer	\$179.00	Electrical Engineer	\$317.00		
Survey Tech	\$146.00	Interior Designer	\$218.00		
Other Professional	\$148.00	Landscape Architect	\$236.00		
		Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Matthew Spivy, Executive Director of Human Resources

**SUBJECT: DISCUSSION AND REQUEST FOR APPROVAL TO DELEGATE HIRING AUTHORITY TO THE SUPERINTENDENT FOR CONTRACTUAL PERSONNEL STIPULATED IN POLICY DC (LOCAL) THROUGH THE END OF AUGUST 2025**

**DATE:** June 17, 2025

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Due to the need to hire principals, executive directors, and above, between board meetings during the months of June, July, and August, the Superintendent is requesting approval to employ these contractual positions during this time period. Employees hired under this provision would be reported at the next regular Board meeting.

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Administrative Recommendation:

Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC (LOCAL) through the end of August 2025



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Keeley, Superintendent of Schools

**SUBJECT: DISCUSS AND CONSIDER BOARD APPROVAL OF A DELEGATE AND ALTERNATE TO THE 2025 TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY**

**DATE:** June 17, 2025

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A part of the Board's professional responsibility is participation in the annual Delegate Assembly of the Texas Association of School Boards. Attending Delegate Assembly gives the Board the opportunity to participate in the democratic process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda, have the opportunity to interact with other board members in our region, and earn continuing education credit.

The 2025 Delegate Assembly will be held on Saturday, September 13, in conjunction with the txEDCON25 at the George R. Brown Convention Center in Houston, Texas.

TASB is requesting the Board to consider sending experienced Board members who are well-informed on a wide range of issues affecting public education today. The Board is asked to elect a delegate and an alternate.

\*\*\*\*\*

Administrative Recommendation:

The Board of Trustees to elect a delegate and alternate to the Delegate Assembly of the Texas Association of School Boards.



## **BOARD OF TRUSTEES**

**SUBJECT:** Consent Agenda

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

### **BACKGROUND INFORMATION:**

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

### **ADMINISTRATIVE RECOMMENDATION:**

Approval of the Consent Agenda.



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

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

May 13, 2025 – Board Workshop Meeting

May 20, 2025 – Regular Board Meeting

**AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON MAY 13, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

**Present:**

Delma Abalos  
Dr. Steve Brown  
Tammy Hawkins  
Dawn Miller  
Christopher Stanley  
Bob Thayer

**Absent:**

Wayne Woodall

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

**Others:** Tatiana Dennis, James Rush, Aaron Hawley, Ruth Baltazar, Maggie Corral, Maria Ramos, Jacob Kirksey, Jessica Gottlieb, Bay Kirby, Martha Cirrincione, Magdeline Cook, Jessica Santana, Nidia Soriano, Janet Bell, Melanie Thayer, Maggie Aguilar, Daniel Ramirez, Tracey Borchardt, Betsabe Salcido, Molly Castillo, Melinda Vega, Elizabeth Aranda, Albessa Chavez, Robert Trejo, Taylor Laing, Stacey Nunez, Matt Spivey, Ryan Merritt, Kristen Vesely, Jieun Pando, Ruth Campbell, Nory Leachon, Rita Lopez, Mary Franco

**27172** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27173** **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**27174** **Opening Remarks by Superintendent:** In her opening remarks, Superintendent Dr. Keeley Boyer shared that last Friday was “Big Check Day,” with 412 ECISD teachers receiving a total of more than \$4.6 million through the Teacher Incentive Allotment Awards. She played a video highlighting the check deliveries for the audience. Dr. Boyer also noted that the district hosted an elementary school track meet earlier that day, an event inspired by a student’s idea.

**27175** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board’s procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

**Report/Discussion Items**

**27176 Presentation and Discussion of the Gifted and Talented Plan for 2025-2026:**

Dr. Kristen Vesely, Director of Advanced Academics presented this item for discussion. The Texas Education Agency aims for gifted and talented students to demonstrate self-directed learning, critical thinking, research, and communication skills through the creation of innovative, professionally crafted products and performances.

This year, 3,381 students, just over 10% of the total enrollment, are participating in the Gifted and Talented (G/T) program. The program is designed to ensure that the G/T student population closely mirrors the demographics of the District's overall enrollment. Efforts to achieve this include the use of universal screeners in kindergarten, third grade, and fifth grade, with second grade screening to be added next year. Additionally, increased access to information and testing for all students in ECISD has contributed to a rise in student referrals to the G/T program.

G/T services are delivered in a variety of ways across grade levels to best support student needs. In kindergarten through second grade, students receive services through clustered inclusion within the general education classroom. From third through sixth grade, G/T services are provided through a combination of clustered classes and a dedicated 120-minute weekly pull-out program. In middle school, G/T students are served through Honors classes or the Choice program's International Baccalaureate (IB) option. At the high school level, G/T services include International Honors, Honors, and Advanced Placement (AP) courses, as well as the Choice programs in Career & Technical Education (CTE) and IB.

In addition to core academic services, ECISD's G/T program offers a variety of enrichment opportunities such as Camp SIP, chess tournaments, and the Super Saturday Conference. This year, key focus areas included teacher support and professional learning, enhanced communication with parents and the community, and expanded programming at the secondary level. Looking ahead, the program will introduce additional student support through targeted training for teachers, counselors, and parents.

No action required.

**27177 Presentation of Texas Tech Attendance Phase I:** Alicia Syverson, Associate Superintendent of Student and School Support, opened the presentation for discussion. Dr. Jessica Gottlieb and Jacob Kirksey, researchers from Texas Tech University, then presented Trustees with an overview of an ongoing study focused on student attendance in the district. Funded through a grant at no cost to ECISD, the project aims to uncover the root causes of chronic absenteeism—defined as missing 10% or more of school days in a year.

During the 2024–25 school year, the Texas Tech team collaborated with 13 ECISD campuses, conducting interviews and focus groups with principals,

teachers, attendance clerks, and central office staff. Initial findings suggest that chronic absenteeism is influenced by both environmental and school-related factors. These include poverty, health challenges, transportation barriers, housing and food insecurity, school climate, discipline policies, curriculum engagement, and students' sense of belonging. Notably, teachers and principals emerged as key positive influences on attendance.

In ECISD, unique local dynamics also play a role. The transient workforce associated with the oil and gas industry, high family mobility, and the effectiveness of district supports—such as the Community Outreach Center (COC) affect school attendance patterns. Early data indicate that attendance trends often begin to emerge within the first six weeks of the school year. Additionally, classrooms led by strong teachers tend to have lower rates of absenteeism, raising important questions about what practices help keep students engaged and present.

So far, the research has found that school staff demonstrate consistent understanding of attendance reporting processes, and that the COC is widely valued by campuses. As the study progresses, researchers plan to incorporate parent and family perspectives to better understand the broader context of absenteeism in Ector County.

The insights gained from this multi-year initiative will equip the district to work collaboratively with families, identify underlying causes, and develop targeted strategies to improve student attendance.

No action required.

**27178** **Update on 2024-2025 School Nutrition Services:** Sam Magallan, Executive Director of District Operations opened the presentation for discussion. Dr. Jieun Pando, Director of School Nutrition, then presented Trustees with an update on School Nutrition Services. ECISD's School Nutrition Services is committed to ensuring all students have access to nutritious meals in a welcoming environment. Through the Community Eligibility Provision, every student receives free breakfast and lunch each school day—no forms, no qualifications. The cost is primarily covered by the USDA, which funds 81% of meals served, with the School Nutrition department covering the remaining 19%.

On average, each month the department serves more than 266,000 breakfasts and nearly 350,000 lunches—both numbers continuing to rise. One reason for the increase is pizza. It is consistently one of the most popular menu items, and offering it daily has led to more students choosing to eat at school. A second entrée option is offered alongside pizza each day, providing variety. Additionally, à la carte items give students more choices while helping offset department costs.

All menu items meet strict federal nutrition standards. The department employs 235 staff members and supports employee retention through TASN Certification stipends and other incentives.

School Nutrition Services also maintains strong community engagement through its annual Food Show and ongoing digital media outreach. Behind the scenes, investments are being made in serving line upgrades, modernized kitchen interiors, enhanced security systems, and updated kitchen equipment—improvements already underway at several campuses, with more planned in the near future.

No action required.

### Action Items

- 27179** **Discussion of and Request for Approval of Order Canvassing the May 3, 2025 Board of Trustees Election Returns:** Moved by Abalos, seconded by Hawkins to approve the Order Canvassing the May 3, 2025, Board of Trustees Election Returns as presented.

Motion unanimously approved.

- 27180** **Issuance of Board of Trustees Certificates of Election, Filing of Statements of Officer, and Administration of the Oath of Office:** The Honorable Judge James Rush Administered the Board of Trustees' Oath of Office to Steve Brown (SMD-Position 5), who was re-elected in the May 3, 2025, Election, as well as to Delma Abalos (SMD-Position 2), Christopher Stanley (SMD-Position 4), and Robert Thayer (SMD-Position 7), all of whom were certified as Unopposed Candidates and Declared "Elected" on March 25, 2025. Each Trustee was also issued a Certificate of Election and filed a Statement of Officer, as required by Texas law.

No action required.

- 27181** **Possible Request for Approval to Move to Closed Meeting – Personnel Matters – Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.]**  
**Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]:**

There was no closed session.

- 27182** **Closing Remarks by Superintendent:** There were no closing remarks by the Superintendent.

At the close, Trustee Dawn Miller offered congratulations to the 200 ECISD students who graduated from Odessa College this past weekend, a testament to the partnership between ECISD and OC to offer dual credit opportunities throughout high school.

**27183**    **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 7:21 p.m.

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**Board President**  
*Christopher Stanley*

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

**AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON MAY 20, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

**Present:**

Tammy Hawkins  
Dawn Miller  
Christopher Stanley  
Robert Thayer  
Wayne Woodall

**Virtual:**

Dr. Steve Brown

**Absent:**

Delma Abalos

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

**Others:** Tatiana Dennis, Tracey Borchardt, Aaron Hawley, Maggie Aguilar, Anthony Garcia, Sam Magallan, Stacey Nunez, Chris Bartlett, Robert Trejo, Celeste Potter, Karl Miller, Bryson Potter, Julie Marshall, Rico Enriquez, Ashley Rojo, Javier Ruiz, Shannon Davidson, Daniel Oyebanji, Laura Gomez, Amanda & Fabian Sierra, Albessa Chavez, Mauricio Marquez, Eliseo Gomez, Aaron L. Ashford, Naomi Fuentes, Isabella Patrick, Sandra Talavera, Ruth Campbell, Nory Leachon, Rita Lopez, and Mary Franco

**27184** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27185** **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**27186** **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led Dowling Elementary School Student Gavin Trowbridge and Permian HS Student Samuel Sanderson.

**27187** **Invocation:** The Invocation was led by Deacon Andrew Davis, Holy Redeemer Catholic Church.

**27188** **Special Presentations:**

**Introduction of the Class of 2025 Valedictorians and Salutatorians:** The Valedictorians and Salutatorians for the Class of 2025 were introduced in the order of upcoming graduation ceremonies. Each high school principal was invited to the podium to announce and recognize their respective students.

Odessa Collegiate Academy – Principal James Ramage  
Alyssa Casarez, *Valedictorian*  
Daniel Oyebanji, *Salutarian*

OCTECHS – Principal Karl Miller  
Lexus Rodriguez, *Valedictorian*  
Bryson Potter, *Salutatorian*

G.H.W.B. New Tech Odessa – Principal Abel Avila  
Adrian Michael Rodriguez, *Valedictorian*  
Alexandra Becerra Nieto, *Salutatorian*

STEM Academy – Dean of Students Jacob Green  
Rory Batte, *Valedictorian*  
Reese Batte, *Salutatorian*

Permian High School – Principal Dr. Delesa Styles  
Laney Cobb, *Valedictorian*  
Brookelynn Bland, *Salutatorian*

Odessa High School – Principal Hector Limon  
Siya Patel, *Valedictorian*  
Kanishk Yankarla, *Salutatorian*

**Announcement of Spirit Scholarships, Memorial Scholarships, and Achievers Scholarships Winners:** Chief Communications Officer Mike Adkins introduced the Spirit Scholarships, Memorial Scholarships, and Achievers Scholarships Winners.

Spirit Scholarship Winners from Odessa High School and Permian High School:  
When a company requests permission to use one of our trademarked logos for Permian High School (PHS) or Odessa High School (OHS), they are required to enter into a licensing agreement and pay an associated annual fee. These licensing fees are pooled into a dedicated scholarship fund that supports students from both high schools. Each year, five students from PHS and five students from OHS are selected from a pool of applicants to receive scholarships. Recipients are chosen based on involvement in four key areas: Athletics, AVID, Career & Technical Education, and Fine Arts.

The recipients of this year's Broncho Spirit and MOJO Spirit Scholarships are as follows:

Permian High School

- Faith Aguirre | AVID – University of Oregon, Business Major
- Brooke Bland | CTE – Summer-Vogue College of Fashion Business, Fall-TX A&M
- Isabel Bryan | Athletics – Texas State University, Sports Marketing
- Amaya Burns | CTE – Texas Tech University, Nursing
- Kianna Hignojo | AVID – UTPB, Biology
- Maiya Morgan | Athletics – Texas State University, Nursing
- Salma Nicolas | Fine Arts – Texas A&M, Business
- Sebastian Sanchez | Athletics – Hardin-Simmons University, Kinesiology
- Tynley Walker | CTE – Texas State University, Business Management
- Xemoriah Watkins | Athletics – Grambling State University, Nursing

Odessa High School

- Eric Franco | AVID and CTE – Texas Tech University or UTPB
- Damian Lujan | Athletics and CTE – Texas Tech University, Engineering
- Benjamin Matthews | AVID and Athletics – Texas A&M University, Sports Mgmt.
- Julian Guevara | AVID and Athletics – UTPB, Civil Engineering

- Mauro Rodriguez | AVID, CTE and Fine Arts – UTPB, Petroleum Engineering
- Elvis Delgado | Fine Arts – UT San Antonio, Mechanical Engineering
- Kanishk Yankarla | Fine Arts – Case Western or University of Texas – Pre-med
- Michelle Villegas | Athletics – UTPB or Midland College, Radiology
- Charlyee Castillo | Fine Arts – Louisiana State University, Biology
- Leroy Navarrette | AVID – UT San Antonio, Biology

ECISD Memorial Scholarship Recipients: Following the tragic shootings in August 2019, the district established the Memorial Scholarship Fund to serve as a vehicle for receiving memorial or honorary donations from community members. These funds are awarded annually as scholarships to graduating seniors. For the current year, each scholarship is valued at \$600 per student. Students apply through a formal application process, and each high school campus convenes a committee to review applications and select recipients.

- OCTECHS, Dyllen Boykins – Odessa College, Bachelor of Applied Science in Business Entrepreneurship
- OCA, Rayna Gillen – Angelo State University, Education
- New Tech Odessa, Milan Mills – Tarleton State University
- Odessa High School, Clarissa Rodriguez – Our Lady of the Lake University
- Odessa High School, Clarissa Deleon – Sul Ross State University
- Odessa High School, Benjamin Matthews – Texas A&M University
- Permian High School, Kyler Crawford – Texas Tech University, Biology
- Permian High School, Eva Garcia – Texas Tech University, Digital Media & Professional Communication
- Permian High School, Ryale Moses – Xavier University Louisiana - Biology

Achiever Scholarship Winners | Texas Association of School Boards: Thanks to the dedicated service of Trustee Dr. Steve Brown on the Board of the Texas Association of School Boards (TASB), Ector County ISD was selected to receive a student scholarship sponsored by the TASB Risk Management Fund. As a result, two students were each awarded a \$500 scholarship.

- Odessa High School, Abigail Chavez – University of Nevada Las Vegas, Architecture
- Permian High School, Bianca Malagon – UTPB, Biology

**27189** **Opening Remarks by Superintendent:** In opening remarks, Superintendent Dr. Keeley Boyer congratulated Nimitz Middle School 8th grader Krish Patel for winning the regional spelling bee earlier this spring and wished him the best of luck as he prepares to compete in the Scripps National Spelling Bee next week.

**27190** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board’s procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

In public comment, Isabella Patrick, a student from Permian High School, thanked the school board for its continued support of students across the district. She shared that she is a junior by grade level but a senior in terms of credits and will be graduating one year early this month. Although she will not be able to participate in the PHS graduation ceremony due to school board policy regarding graduation requirements, she expressed appreciation for the board's commitment to upholding its protocol.

### **Bond 2023**

**27191** **Bond 2023 Update**: Associate Superintendent of Operations Dr. Anthony Sorola and Chief Financial Officer Deborah Ottmers provided the Board of Trustees with an update on the progress of Bond 2023 projects.

#### **Career & Technical Education (CTE) High School**

The CTE high school project remains on track for groundbreaking next month. The Guaranteed Maximum Price (GMP) has been set at \$86,591,081 and was approved under Item 8B.

#### **New Middle School in West Odessa**

Construction is progressing with steel work underway and blockwork beginning around the gym. Foundation, electrical, and plumbing work are currently ongoing.

#### **Transition Learning Center**

The final bid date for the Transition Learning Center is scheduled for May 21. A recommendation is expected to be presented to the school board in June.

#### **Permian High School Auditorium**

The project is nearing the end of the design development phase. The GMP is anticipated to be submitted to the board in June.

#### **PHS JROTC Facility**

A contract totaling slightly more than \$1.3 million is being brought to the board for approval. No on-site work has begun at this time.

#### **Agricultural Farm Facility**

Design work is nearing completion, and procurement is expected to take place over the summer. On-site construction has not yet started.

#### **Technology Update**

Cabling installation for the new PA/Bells/Alarms/Clocks systems is complete at most elementary campuses and has begun at Odessa High School, with work expected to take 4–6 weeks. Installation of new surveillance cameras has been completed at all high schools and middle schools and is now beginning at elementary campuses.

#### **Fine Arts Department**

A total of 1,103 instruments have been ordered at a cost of approximately \$1.9 million. Of these, 359 instruments are designated for elementary classrooms. To date, 987 instruments have been delivered.

**Financial Update**

Approximately \$31.4 million (7%) of bond funds have been spent, and an additional \$121.3 million (29%) has been encumbered for specific projects.

No action required.

- 27192** **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000**: Moved by Thayer, seconded by Woodall to approve the 2023 Bond Purchases over \$50,000 as presented. The single item on this month's agenda is the \$86,591,081 to Teinert construction, the construction manager at-risk, for the Guaranteed Maximum Price (GMP) of the new CTE high school.

Motion unanimously approved.

**Action Items**

- 27193** **Discussion of and Request for Approval of Purchases over \$50,000**: Moved by Hawkins, seconded by Woodall to approve the Purchases over \$50,000 as presented. The School Nutrition Department included food products, paper and plastic supplies, equipment, and staff uniforms. The Operations Department included charter bus services, portable classroom relocation, floor recoating and repairs, lawn care, and various maintenance services.

Motion unanimously approved.

- 27194** **Discussion of and Request for Approval of 2024-2025 Budget Amendment #7**: Moved by Woodall, seconded by Hawkins to approve 2024-2025 Budget Amendment #7 as presented.

Motion unanimously approved.

- 27195** **Discussion of and Request for Approval of Extension of Bank Depository Contract**: Moved by Hawkins, seconded by Woodall to approve the Extension of Bank Depository Contract as presented. In accordance with the biennial requirement, ECISD is extending its depository contract with Frost Bank. The decision is based on the bank's continued excellent service and competitive pricing.

Motion unanimously approved.

- 27196** **Discussion of and Request for Approval of 2025-2026 Gifted and Talented Plan and Presentation Update of Advanced Academic Services**: Moved by Hawkins, seconded by Woodall to approve the 2025-2026 Gifted and Talented Plan and Presentation Update of Advanced Academic Services as presented.

Motion unanimously approved.

- 27197** **Discussion of and Request for Approval of IB MYP Authorization Application for Crockett Middle School**: This item was pulled from the agenda.

No action taken.

**27198** **Consent Agenda**: Moved by Hawkins, seconded by Woodall to approve Consent Agenda as modified.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000
- D. Request for Approval of Quarterly Investment Report
- E. Authorization to Operate Vehicle Inspection Station
- F. Request for Approval of Memorandum of Understanding between the Holdsworth Center and ECISD
- G. Request for Approval of Contract with Henthorn Commercial Construction to build New Cafeteria at Austin Montessori
- H. Request for Approval of Contract with Mid-Tex of Midland to build New Shooting Range for Permian High School JROTC Program

Motion unanimously approved.

#### **Report/Discussion Items**

**27199** **Budget Update Discussion**: Chief Financial Officer Deborah Ottmers presented this item. The Board of Trustees continued their discussion of budget priorities for the 2025-26 school year. The Texas House of Representatives passed House Bill 2 regarding public education funding; however, the Texas Senate has made significant revisions to the bill. Upon review of ECISD's expenditures for the 2024–2025 school year, it appears the District's fund balance will increase. However, under current school funding laws and projected expenses for the 2025–2026 school year, ECISD is facing a projected budget deficit of \$10.5 million. The calculation includes no pay raises for employees. District leadership is actively reviewing the budget for potential areas to reduce spending. Proposed legislation currently under consideration could mandate differentiated teacher raises based on years of experience. If passed, these required raises would likely consume the majority of any increase in state funding. Trustees expressed consensus that all employees deserve a raise. They discussed various scenarios for salary increases and their impact on the District's budget. Several board members voiced support for a 2% raise for all non-teaching staff—who are not included in current legislative proposals—as a feasible option that would utilize remaining funds from the proposed state allocation.

The Board is scheduled to hold a special meeting on June 24 to finalize and adopt the 2025–2026 budget.

No action required.

**27200** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] (The Board of**

**Trustees will deliberate on the hiring of Principal at Nimitz Middle School; Principal at EK Downing Elementary School; Principal at Gonzales Elementary School; Executive Director of Leadership; Chief Academic Officer; and Chief Human Capital Officer.) Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

Board President Christopher Stanley convened the Board of Trustees to closed session at 7:30 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:00 p.m.

**27201 Request for Approval of Personnel Recommendation to Principal for Nimitz Middle School:** Moved by Thayer, seconded by Hawkins to approve the Recommendation to hire Christian Pugh as the Principal for Nimitz Middle School as presented.

Motion unanimously approved.

**27202 Request for Approval of Personnel Recommendation to Hire Principal for EK Downing Elementary School:** Moved by Woodall, seconded by Hawkins to approve the Recommendation to hire Jennie Chavez as the Principal for EK Downing Elementary School as presented.

Motion unanimously approved.

**27203 Request for Approval of Personnel Recommendation to Hire Principal for Gonzales Elementary School:** Moved by Hawkins, seconded by Thayer to approve the Recommendation to hire Amanda Sierra as the Principal for Gonzales Elementary School as presented.

Motion unanimously approved.

**27204 Request for Approval of Personnel Recommendation to Hire Executive Director of Leadership:** Moved by Woodall, seconded by Hawkins to approve the Recommendation to hire Julie Marshall as Executive Director of Leadership as presented.

Motion unanimously approved.

**27205 Request for Approval of Personnel Recommendation to Hire Chief Academic Officer:** Moved by Hawkins, seconded by Woodall to approve the Recommendation to hire Dr. Robert Trejo as the Chief Academic Officer as presented.

For: Brown Abstained: Miller <sup>210</sup>

Hawkins  
Stanley  
Thayer  
Woodall

Motion passed.

**27206** **Request for Approval of Personnel Recommendation to Hire Chief Human Capital Officer**: Moved by Hawkins, seconded by Woodall to approve the Recommendation to hire Dr. Matt Spivy as the Chief Human Capital Officer as presented.

For:	Abstained:
Brown	Miller
Hawkins	
Stanley	
Thayer	
Woodall	

Motion passed.

#### Action Items

**27207** **Discussion of and Request for Approval of Reorganization of Board of Trustees Naming President, Vice-President, and Secretary** : The Texas Education Code, Section 11.061(C) requires that each school board “organize at the first meeting after the election and qualification of trustees.” Trustees submitted the following nominations for the official voting ballot.

***The following votes for Board President were cast:***

Delma Abalos	One (1) Vote
Tammy Hawkins	Five (5) Votes

Moved by Woodall, seconded by Thayer to approve Tammy Hawkins as elected by majority vote to serve as the 2025-2026 Ector County ISD Board of Trustees President.

For:	Against:	Absent:
Brown	Miller	Abalos
Hawkins		
Thayer		
Stanley		
Woodall		

Motion carried.

***The following votes for Board Vice-President were cast:***

Steve Brown	Five (5) Votes
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Moved by Thayer, seconded by Hawkins to approve Steve Brown as elected by majority vote to serve as the 2025-2026 Ector County ISD Board of Trustees Vice-President.

For:	Against:	Absent:
Brown	Miller	Abalos
Hawkins		
Thayer		
Stanley		
Woodall		

Motion carried.

***The following votes for Board Secretary were cast:***

Chris Stanley	One (1) Vote
Robert Thayer	Four (4) Votes

Moved by Hawkins, seconded by Stanley to approve Robert Thayer as elected by majority vote to serve as the 2025-2026 Ector County ISD Board of Trustees Secretary.

For:	Absent:
Brown	Abalos
Hawkins	
Miller	
Thayer	
Stanley	
Woodall	

Motion carried.

**27208** **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchases Over \$50,000 Informational Report, and Routine Personnel Report.

**27209** **Closing Remarks by Superintendent:** In closing remarks, Superintendent Dr. Keeley Boyer announced that the District has tentatively scheduled a groundbreaking ceremony for the new CTE high school on June 17.

**27210** **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:06 p.m.

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**Board President**  
*Christopher Stanley*

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



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

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

TO: BOARD OF TRUSTEES  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

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

For the period 5/8/2025 to 6/11/2025

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 15,976,465.13

**ECTOR COUNTY ISD  
CHECK REGISTER  
05/08/2025-06/11/2025**

<b>DATE</b>	<b>PAYEE</b>	<b>AMOUNT</b>
5/14	ALL ABOARD AMERICA!	\$ 3,910.40
5/14	AMERIPRIDE SERVICES INC.	546.68
5/14	BSN SPORTS INC	2,307.80
5/14	AUTOMATIC ICE MACHINE	1,287.00
5/14	DEMCO INC	722.48
5/14	HENRY SCHEIN INC	401.22
5/14	THE HON COMPANY LLC C/O OFFICEWISE	4,440.39
5/14	INTERNATIONAL BACCALAUREATE ORGANIZATION	8,660.00
5/14	LAKESHORE LEARNING MATERIALS	3,908.80
5/14	LOU'S CLINICAL LAB INC	898.00
5/14	MIDLAND SAFETY & HEALTH SALES	215.00
5/14	AIM MEDIA TEXAS OPERATING LLC	2,954.55
5/14	ODESSA WINLECTRIC	7,080.00
5/14	O'REILLY AUTO ENTERPRISES LLC	369.19
5/14	ORIENTAL TRADING COMPANY INC	147.23
5/14	PERMA-BOUND BOOKS	1,144.80
5/14	REALLY GOOD STUFF LLC	18,690.46
5/14	ROMEO MUSIC LLC	90.00
5/14	SCHOLASTIC BOOK FAIRS	3,722.19
5/14	SCHOOL OUTFITTERS LLC	6,885.55
5/14	SECURED DOCUMENT SHREDDING INC	686.40
5/14	TEXAS ART EDUCATION ASSOCIATION (TAEA)	870.00
5/14	TEXAS STATE FLORISTS ASSOCIATION	1,140.00
5/14	VARSITY BRANDS HOLDING CO INC	3,655.00
5/14	WENGER CORPORATION	82,100.74
5/14	GALLS LLC	474.90
5/14	HTL OPERATING LLC	5,102.97
5/14	NAPA AUTO PARTS	1,236.12
5/14	PINNACLE PROPANE LLC	66.00
5/14	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	410.66
5/14	BREAKOUT INC.	11,968.00
5/14	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	140.10
5/14	HOPE KING TEACHING RESOURCES INC	2,556.00
5/14	BEST CHOICE RESTAURANTS LLC	241.73
5/14	BEST CHOICE RESTAURANTS LLC	328.03
5/14	BEST CHOICE COFFEE SERVICES LLC	199.44
5/14	BEST CHOICE COFFEE SERVICES LLC	1,100.04
5/14	PARTS TOWN, LLC	4,132.12
5/14	SCHOOL SPECIALTY LLC	2,577.23
5/14	SCHOOL SPECIALTY LLC	6,630.51
5/14	CENTURY RESOURCES LLC	1,392.17
5/21	4IMPRINT INC	4,194.31
5/21	ALL ABOARD AMERICA!	19,201.76
5/21	AMERIPRIDE SERVICES INC.	551.21
5/21	B-LINE FILTER & SUPPLY INC	1,644.90

5/21	BUCK'S WHEEL & EQUIPMENT COMPANY	581.28
5/21	AUTOMATIC ICE MACHINE	3,677.32
5/21	DEMCO INC	681.91
5/21	GRAPHIC SOLUTIONS GROUP	68.27
5/21	HENRY SCHEIN INC	41.36
5/21	KAPLAN EARLY LEARNING CO.	2,720.90
5/21	LAKESHORE LEARNING MATERIALS	17,861.82
5/21	MARK'S PLUMBING PARTS	6,427.46
5/21	O'REILLY AUTO ENTERPRISES LLC	597.56
5/21	POLLOCK INVESTMENTS INC	26,915.91
5/21	POSITIVE PROMOTIONS	465.29
5/21	ROCHESTER 100 INC.	1,698.18
5/21	DRI-STICK DECAL CORPORATION	1,901.10
5/21	SCHOOL DATEBOOKS INC	6,043.02
5/21	SCHOOL NURSE SUPPLY INC	2,830.00
5/21	MORRIS PRINTING GROUP INC	2,391.10
5/21	SECURED DOCUMENT SHREDDING INC	1,424.28
5/21	TEXAS ART EDUCATION ASSOCIATION (TAEA)	600.00
5/21	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	210.00
5/21	PARK PLACE PUBLICATION LP	175.00
5/21	UNITED STATES ACADEMIC	2,070.00
5/21	WEST MUSIC CO	187.20
5/21	BROADWAY MOTOR INC	962.80
5/21	GALLS LLC	3,829.92
5/21	HTL OPERATING LLC	10,920.54
5/21	NAPA AUTO PARTS	7,728.58
5/21	BARNES & NOBLE BOOKSELLERS	7,510.20
5/21	BARNES & NOBLE INC.	14,797.60
5/21	NATIONAL INSTITUTE FOR AUTOMOTIVE SERVICE	186.00
5/21	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	52.80
5/21	SANTIAGO SALOMON	248.00
5/21	STONE TOWER GRAFIX	589.50
5/21	STONE TOWER GRAFIX	4,006.25
5/21	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	2,775.14
5/21	DECKER INC	2,470.13
5/21	ESTRELLITA INC.	48,917.45
5/21	RIVERSIDE ASSESSMENTS LLC	896.09
5/21	BEST CHOICE RESTAURANTS LLC	281.59
5/21	BEST CHOICE RESTAURANTS LLC	455.90
5/21	WEST TEXAS FILTERS INC	18,903.65
5/21	BEST CHOICE COFFEE SERVICES LLC	292.20
5/21	SCHOOL SPECIALTY LLC	63,490.85
5/21	SECUREDOKS INC	4,800.00
5/21	HALO BRANDED SOLUTIONS INC	611.69
5/21	CENTURY RESOURCES LLC	74.49
5/21	ODP BUSINESS SOLUTIONS LLC	698.36
5/28	4IMPRINT INC	3,773.86
5/28	AMERIPRIDE SERVICES INC.	725.07
5/28	B-LINE FILTER & SUPPLY INC	193.05
5/28	BSN SPORTS, INC DBA US GAMES	1,507.40

5/28	BUCK'S WHEEL & EQUIPMENT COMPANY	1,378.38
5/28	FROG STREET PRESS LLC	55,350.35
5/28	GRAPHIC SOLUTIONS GROUP	160.47
5/28	HENRY SCHEIN INC	2,924.07
5/28	INTERNATIONAL BACCALAUREATE ORGANIZATION	9,500.00
5/28	J W PEPPER & SON INC	153.77
5/28	VITAL SIGNS	22,365.00
5/28	LAKESHORE LEARNING MATERIALS	9,848.58
5/28	O'REILLY AUTO ENTERPRISES LLC	843.16
5/28	SCHOLASTIC INC.EDUCATION, LIBRARY, PUBLISHING AND	1,627.55
5/28	SECURED DOCUMENT SHREDDING INC	102.96
5/28	TEXAS ART EDUCATION ASSOCIATION (TAEA)	705.00
5/28	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	565.00
5/28	THE BOSWORTH LTD	32.33
5/28	WEST MUSIC CO	1,942.80
5/28	BROADWAY MOTORS INC	178.98
5/28	GALLS LLC	554.55
5/28	HTL OPERATING LLC	3,160.71
5/28	NAPA AUTO PARTS	3,412.95
5/28	SANTIAGO SALOMON	3,020.08
5/28	STONE TOWER GRAFIX	2,252.12
5/28	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,253.38
5/28	THE LINCOLN ELECTRIC COMPANY	3,306.20
5/28	HOPE KING TEACHING RESOURCES INC	1,917.00
5/28	RIVERSIDE ASSESSMENTS LLC	4,825.33
5/28	BEST CHOICE RESTAURANTS LLC	443.07
5/28	BEST CHOICE RESTAURANTS LLC	1,300.93
5/28	BEST CHOICE COFFEE SERVICES LLC	236.87
5/28	SCHOOL SPECIALTY LLC	23,179.02
5/28	SCHOOL SPECIALTY LLC	943.14
5/28	ENTOURAGE IMAGING INC	266.75
5/28	NATIONAL INVENTORS HALL OF FAME	35,045.00
6/4	4IMPRINT INC	1,787.14
6/4	ALL ABOARD AMERICA!	1,565.60
6/4	ALL ABOUT HEARING	550.00
6/4	AMERIPRIDE SERVICES INC.	523.09
6/4	AVID CENTER	1,050.00
6/4	BUCK'S WHEEL & EQUIPMENT COMPANY	609.40
6/4	CENTERS FOR CHILDREN & FAMILIES	2,250.00
6/4	AUTOMATIC ICE MACHINE	444.10
6/4	DEMCO INC	245.56
6/4	ETA HAND2MIND	25,286.65
6/4	FLINN SCIENTIFIC INC	2,334.28
6/4	GRAPHIC SOLUTIONS GROUP	81.52
6/4	NO TEARS LEARNING INC.	5,627.89
6/4	J W PEPPER & SON INC	1,158.24
6/4	KAPLAN EARLY LEARNING CO.	3,759.35
6/4	LAKESHORE LEARNING MATERIALS	4,582.76
6/4	MARK'S PLUMBING PARTS	1,249.40
6/4	O'REILLY AUTO ENTERPRISES LLC	778.03

6/4	SCHOLASTIC BOOK CLUB	825.95
6/4	SCHOLASTIC BOOK FAIRS	193.35
6/4	SCHOOL DATEBOOKS INC	4,433.62
6/4	SCHOOL OUTFITTERS LLC	6,012.48
6/4	SECURED DOCUMENT SHREDDING INC	205.92
6/4	SHERWIN WILLIAMS	5,613.60
6/4	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	2,397.00
6/4	TEXAS GIRLS COACHES ASSOCIATION	135.00
6/4	THE BOSWORTH LTD	139,008.35
6/4	TRANE U.S. INC.	103.78
6/4	WEST MUSIC CO	64.86
6/4	BROADWAY MOTOR INC	700.18
6/4	GALLS LLC	730.38
6/4	NAPA AUTO PARTS	178.19
6/4	NAPA AUTO PARTS	198.91
6/4	TRANSMISSION SERVICE & SUPPLY INC	835.50
6/4	SANTIAGO SALOMON	58.00
6/4	STONE TOWER GRAFIX	712.65
6/4	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	309.11
6/4	BEST CHOICE RESTAURANTS LLC	1,078.80
6/4	BEST CHOICE RESTAURANTS LLC	601.40
6/4	BEST CHOICE COFFEE SERVICES LLC	237.83
6/4	BEST CHOICE COFFEE SERVICES LLC	247.88
6/4	PARTS TOWN, LLC	2,988.22
6/4	SCHOOL SPECIALTY LLC	1,966.57
6/4	SCHOOL SPECIALTY LLC	3,316.81
6/4	NATIONAL INVENTORS HALL OF FAME	16,394.00
6/11	AMERIPRIDE SERVICES INC.	518.00
6/11	B-LINE FILTER & SUPPLY INC	32.88
6/11	BSN SPORTS INC	2,351.40
6/11	COMPUTATA SOLUTIONS LLC	280.00
6/11	DUGAN'S BODY SHOP	180.00
6/11	NO TEARS LEARNING INC.	12,456.90
6/11	HENRY SCHEIN INC	8,401.80
6/11	INDECO SALES INC	16,775.44
6/11	J W PEPPER & SON INC	4,889.96
6/11	LAKESHORE LEARNING MATERIALS	2,709.30
6/11	LYNX SYSTEM DEVELOPERS INC	166.00
6/11	NATIONAL FORENSIC LEAGUE	418.28
6/11	O'REILLY AUTO ENTERPRISES LLC	914.87
6/11	SCHOLASTIC BOOK FAIRS	7,085.45
6/11	SCHOLASTIC INC	1,362.20
6/11	SECURED DOCUMENT SHREDDING INC	468.00
6/11	SHERWIN WILLIAMS	2,004.90
6/11	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	210.00
6/11	THE BOSWORTH LTD	630.00
6/11	TRANE U.S. INC.	76,149.63
6/11	WENGER CORPORATION	19,545.00
6/11	WEST MUSIC CO	219.36
6/11	BROADWAY MOTOR INC	8,039.80

6/11	BRAINPOP, LLC	20,479.50
6/11	NAPA AUTO PARTS	14.36
6/11	NAPA AUTO PARTS	486.71
6/11	BARNES & NOBLE INC.	3,245.30
6/11	STONE TOWER GRAFIX	447.00
6/11	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	138.35
6/11	CONTROL SOLUTIONS	247.81
6/11	RIVERSIDE ASSESSMENTS LLC	368.48
6/11	BEST CHOICE RESTAURANTS LLC	1,070.60
6/11	WEST TEXAS FILTERS INC	4,849.94
6/11	SCHOOL SPECIALTY LLC	6,769.84
6/11	NATIONAL INVENTORS HALL OF FAME	3,500.00
5/14	ADA SPORTS AND RACKETS LLC	199.50
5/14	AIDE GARCIA	20.16
5/14	AIR TUTORS LLC	7,132.50
5/14	ALAN WILLIAMS	2,792.10
5/14	ALENDIA BATTREALL	102.00
5/14	ALICIA LIPPMAN	32.48
5/14	ALPHA FOODS CO.	40,458.60
5/14	AMARILIS VELEZ ORTIZ	43.05
5/14	AMAZON CAPITAL SERVICES	118,178.51
5/14	AMAZON CAPITAL SERVICES	11,979.01
5/14	AMAZON CAPITAL SERVICES	41.10
5/14	ANDREA MORENO HEWITT	1,437.88
5/14	ANNA SALINAS	14.70
5/14	ANNIE ARREDONDO	75.32
5/14	ANNIE NELSON	153.21
5/14	ANTHONY FORD	226.30
5/14	APOGEE COMPONENTS	869.47
5/14	APPLE, INC	1,099.00
5/14	APRIL BROOKSHIRE	87.01
5/14	ASHLEY HENDERSON	102.00
5/14	ASHLEY ROJO	97.65
5/14	ASHLI SATTERWHITE	25.48
5/14	ATHLETIC SUPPLY INC	36,169.50
5/14	ATMOS ENERGY	27,202.34
5/14	BECKY QUIROZ	205.66
5/14	BIG BEND TELECOM LTD	4,767.00
5/14	BIMBO BAKERIES USA	1,548.30
5/14	BRIANNA GARCIA	31.85
5/14	BRUNSON FAMILY BBQ	1,000.62
5/14	CALPINE CORPORATION	92.54
5/14	CALPINE CORPORATION	113,401.78
5/14	CDW-G	16,000.05
5/14	CECILIA NUNEZ	118.44
5/14	CHERYL HINESLY	12.74
5/14	NBCEC INC	2,322.74
5/14	CHRISTINA SIFUENTEZ	53.41
5/14	CHRISTINE DOCKALL	34.02
5/14	CHRISTOPHER ADAMS	226.30

5/14	CITY OF ODESSA WATER DEPT	220,979.04
5/14	CLAYTON HARRIS	3,179.00
5/14	CONSCIOUS DISCIPLINE HOLDINGS LLC	16,269.99
5/14	CONTRACT PAPER GROUP INC	25,258.80
5/14	CRYSTAL RAYOS	37.03
5/14	CULLIGAN WATER CONDITIONING OF WEST TEXAS	224.00
5/14	CUSTOM WHOLESALE SUPPLY INC	1,688.91
5/14	DANIEL BUSTAMANTE	183.75
5/14	DARION GATES	226.30
5/14	DAVID PAUL COOK	120.00
5/14	DAXWELL	5,034.96
5/14	DEAN GARZA	238.21
5/14	DEREK BATES	773.50
5/14	DEVIN MANOR	226.30
5/14	ECTOR COUNTY UTILITY DISTRICT	10,587.67
5/14	ELIZABETH MARJASON	85.21
5/14	ENELICIA M RIVERA	369.92
5/14	EVA FRANKS	77.63
5/14	FAWNDA HOLLOWELL	14.70
5/14	FLORIDA LEAGUE OF IB SCHOOLS (FLIBS)	2,250.00
5/14	FOLLETT CONTENT SOLUTIONS LLC	3,386.43
5/14	FRANCESCA FLORANCE	56.21
5/14	FREDERICKSBURG EDUCATION INITIATIVE, INC	969.92
5/14	G H DAIRY	29,882.08
5/14	G & G INVESTMENTS INC	608.30
5/14	GARDENDALE WATER CO	85.00
5/14	GARY CUNNINGHAM	47.46
5/14	GINGER STOREY	1,364.00
5/14	GOT TO SPECIALTIES LLC	1,001.00
5/14	GRAINGER	1,105.23
5/14	GEORGE CROSS	330.00
5/14	HANNAH HUEBNER	650.00
5/14	HEATHER DOLLOFF	38.43
5/14	HECTOR LIMON	51.00
5/14	HERCULES ACHIEVEMENT LLC	342.60
5/14	HUMBERTO HERNANDEZ JR	3,910.07
5/14	HURT EXTERMINATING	27,950.00
5/14	I-CAR	300.00
5/14	IMPERIAL BAG & PAPER COMPANY LLC	53,378.62
5/14	INDRA AGUIRRE SANKAR	650.00
5/14	INSOURCE INSURANCE GROUP, LLC	224.00
5/14	ISPHERE INNOVATION PARTNERS LLC	17,015.00
5/14	JACE SCHREIBER	50.75
5/14	JACOB GREEN	197.19
5/14	JAIME MATA	3,398.25
5/14	JAVIER RUIZ	274.00
5/14	JENNIFER KUHLM	226.30
5/14	JENNIFER MEILE	60.90
5/14	JOHN BENTON	650.00
5/14	JOHN KREN	120.00

5/14	JONAS ANZURES	226.30
5/14	JUMBURRITO	1,328.85
5/14	JUSTEEN JAMIERSON	200.00
5/14	KEELEY BOYER	503.80
5/14	KELBY UPCHURCH	226.30
5/14	LA FOODS	35,789.60
5/14	LABATT FOOD SERVICE	62,314.76
5/14	LAKRISHA RODRIGUEZ	14.28
5/14	LARISSA TIMMONS	204.35
5/14	LEROY FLORES	226.30
5/14	LILLY TYNER	18.69
5/14	LINDE GAS & EQUIPMENT INC	2,491.62
5/14	LUIS SALCIDO	1,500.00
5/14	LUNCH MONY INC	751.82
5/14	LVR COMMERCIAL FLOORING	12,299.65
5/14	MALACHIED INC	1,060.00
5/14	MANDY HINOJOS	84.98
5/14	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	9,769.68
5/14	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	13,471.92
5/14	MATTHEW MCCRURY	226.30
5/14	MAYRA R ALVAREZ	24.85
5/14	MEGAN CRISWELL	197.19
5/14	MELLISSA BUTTS	226.30
5/14	MICHAEL SIMPSON	4,500.00
5/14	MICHELLE MADRID	91.56
5/14	MIKE SYVERSON	536.25
5/14	MOBILE COMMUNICATION AMERICA INC	2,670.00
5/14	MUNIZ EVENT & ENTERTAINMENT LLC	150.00
5/14	N-TUNE MUSIC & SOUND INC	344.00
5/14	NAOMI GARCIA	119.95
5/14	NATHANIEL GARCIA	226.30
5/14	NATIONAL FOOD GROUP INC	46,240.00
5/14	NEXTGEN SECURITY	3,956.47
5/14	NIMBUS DRINKING WATER SYSTEMS LTD	309.00
5/14	ODESSA SIGN SOLUTION LLC	168.00
5/14	SEWCO INC	36,264.43
5/14	ATEMIO PEREZ POLO	48.25
5/14	BROOKLYN BELYEU	200.00
5/14	EDSEL GALINDO	300.00
5/14	JASMINE WRIGHT	200.00
5/14	JAYROME ADVIENTO	47.00
5/14	LUZ LOPEZ DE LANDAETA	47.00
5/14	MARCIA GUERRERO SANCHEZ	47.00
5/14	MARIA DE LOS ANGELES MARTINEZ ORTEGA	47.00
5/14	VELMA SALCIDO	47.00
5/14	LAURA S MORALES	300.00
5/14	PATRICIA GAYTAN	102.00
5/14	PATRICIA LOGAN	372.89
5/14	PERLA QUINTANA	77.84
5/14	PERMIAN MOVERS, INC.	430.00

5/14	PERMIAN SEPTIC INC	375.00
5/14	PETRO COMMUNICATIONS	900.00
5/14	PRECISION BUSINESS MACHINES INC	739.18
5/14	R WATER LLC	1,386.60
5/14	RAUL SANCHEZ	200.00
5/14	REGION 18 EDUCATION SERVICE CENTER	7,000.00
5/14	RILEY COFFMAN	339.43
5/14	ROBERT FUNDERBURG	189.00
5/14	ROBERTS TRUCK CENTER OF TEXAS	68.98
5/14	ROBIN HERRINGTON	508.38
5/14	ROCIO DAVILA	61.25
5/14	ROSALITA GARCIA	38.29
5/14	ROSAS CAFE & TORTILLA FACTORY LTD	321.77
5/14	RUSSELL D. KING	8,746.50
5/14	SAFEBUILT TEXAS LLC	8,744.06
5/14	SALLY POOL	184.24
5/14	SARAH PATTON	49.07
5/14	SHANNON CRISWELL	14.70
5/14	SIRIA DUTCHOVER	46.90
5/14	SOUTHERN MAID DONUTS	633.40
5/14	STAR TECH GROUP	10,000.00
5/14	STEMARCO DESIGN LLC	59.95
5/14	SUSAN TREVINO	28.00
5/14	SWEET PIZZA LLC	319.97
5/14	SYSCO USA, INC	29,885.44
5/14	TAVIS BROWN	226.30
5/14	TEXAS BOOK COMPANY	3,572.00
5/14	TEACHER CREATED MATERIALS INC	6,478.92
5/14	TEXAS HIGH SCHOOL COACHES ASSOCIATION	775.00
5/14	THE CLAVIER GROUP INC	46,720.00
5/14	THE RON CLARK ACADEMY	3,225.00
5/14	LAWANA SMITH	265.00
5/14	TRACY GOMEZ	717.80
5/14	TRAN NAM LE	13.23
5/14	UNITED STATES CELLULAR CORPORATION	143.06
5/14	UNITED SUPERMARKET LLC	1,903.18
5/14	UNITED SUPERMARKET LLC	666.06
5/14	UT ARLINGTON	625.00
5/14	VANCE WASHINGTON	38.27
5/14	VANESSA FLORES	102.00
5/14	VERIZON WIRELESS SERVICES LLC	4,030.96
5/14	VIKTORIA R HENDERSON	99.26
5/14	WARD WEBB	120.00
5/14	WEST TEXAS EDUCATORS	2,623.00
5/14	WHITE HOUSE MEAT MARKET	269.55
5/14	WILLIAM KENT MCCORD	192.85
5/14	WILLIAM MCGILVRAY	226.30
5/14	XAVIER HERRERA	79.99
5/14	YOLANDA FRAIRE	82.74
5/21	ABILENE ISD	1,313.99

5/21	ACCELERATION ACADEMIES	78,122.00
5/21	ADOLPH KIEFER & ASSOCIATES LLC	240.00
5/21	ADT PIZZA LLC	424.91
5/21	ADVANCE STORES COMPANY , INC.	10.29
5/21	AIR TUTORS LLC	17,910.00
5/21	ALAN WILLIAMS	12,749.04
5/21	ALEXIS DENISE LOPEZ	196.87
5/21	AMANDA CASTELLANOS	200.00
5/21	AMANDA VESELY	62.51
5/21	AMAZON CAPITAL SERVICES	109,409.13
5/21	AMAZON CAPITAL SERVICES	6,718.75
5/21	ANGELICA MORENO	323.35
5/21	AQUILA ENVIRONMENTAL LLC	292,372.66
5/21	ARA OF ODESSA	595.00
5/21	ASHLEY M DUNN	101.22
5/21	AT&T	10,028.80
5/21	AT&T LONG DISTANCE	64.14
5/21	ATHLETIC SUPPLY INC	2,969.00
5/21	BEATRIS MATA	407.74
5/21	BELINDA K MARTINEZ	5,000.00
5/21	BLANCA LUJAN	60.90
5/21	BLUE STAR BUS SALES LTD	5,350.93
5/21	BOOKBINDING & LAMINATING INC	400.00
5/21	BOYD'S EVENTS LLC	1,850.00
5/21	BRAZOS DOOR & HARDWARE	550.00
5/21	CABLE ONE INC	996.99
5/21	CABLE ONE INC	269.38
5/21	CABLE ONE INC	1,467.32
5/21	CAROL ANN BRODERSEN	1,200.00
5/21	CASA ORTIZ RESTAURANT & CATERING LLC	4,481.55
5/21	CASSIDY REDDELL	1,725.00
5/21	CATALINA PLASCENCIA	34.02
5/21	CDW-G	703.15
5/21	CDW-G	498.96
5/21	CHERYL WILSON	31.64
5/21	CHRISTINA ACOSTA	188.00
5/21	CINERGY ENTERTAINMENT ODESSA INC	5,056.62
5/21	CIRCLE P RANCH SUPPLY INC	1,172.50
5/21	COCA-COLA SOUTHWEST BEVERAGES LLC	511.20
5/21	CONSCIOUS DISCIPLINE HOLDINGS LLC	4,335.50
5/21	CRYSTAL DAY	723.80
5/21	HOHENBERGER INC	747,917.65
5/21	DANNY LOPEZ	1,500.00
5/21	DAXWELL	13,888.16
5/21	DEANNA MCBRIDE	79.80
5/21	DOUGHBOY'S CAFE	107.73
5/21	DS WATERS OF AMERICA INC	55.80
5/21	ELIZABETH GRAY	39.13
5/21	FEDERICO AVILA	354.88
5/21	FIDENCIA GUTIERREZ	14.42

5/21	FOLLETT CONTENT SOLUTIONS LLC	2,737.72
5/21	FRENSHIP ISD	1,216.79
5/21	G H DAIRY	29,205.63
5/21	GABRIELLA HOLGUIN	39.34
5/21	G & G INVESTMENTS INC	260.28
5/21	GARDENDALE WATER CO	100.00
5/21	GOPHER SPORT	343.34
5/21	GOT TO SPECIALTIES LLC	2,186.25
5/21	GRAINGER	4,870.32
5/21	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
5/21	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
5/21	GRANDE COMMUNICATIONS NETWORK LLC	6,719.22
5/21	GUADALUPE NINO	8.96
5/21	HECTOR LIMON	648.40
5/21	HECTOR LIMON	184.80
5/21	HEIDI L HELFERICH	16.24
5/21	HERCULES ACHIEVEMENT LLC	2,497.01
5/21	HORTENCIA DEL BOSQUE	164.50
5/21	RITCHIE VINCENT INC	473.00
5/21	IMPERIAL BAG & PAPER COMPANY LLC	4,620.51
5/21	J J FLOWER DISTRIBUTION LLC	383.96
5/21	JACKSON VINES	56.73
5/21	JAIMIE ENRIQUEZ	204.35
5/21	JEREMY GAMBOA	450.00
5/21	JOSE CAMPOS JR	2,407.16
5/21	JOSEPH WOOD	6,496.00
5/21	JOYCELYN PARRISH	18.41
5/21	JUANA GAYTAN	20.16
5/21	JUANITA OCON	34.51
5/21	JUDY RAMIREZ	33.74
5/21	JULIA PAREDEZ	30.73
5/21	JUMBURRITO	1,228.00
5/21	K. B. SAFE & LOCK CO	150.00
5/21	KENNER PRINTING	1,011.40
5/21	KIMBERLY ANN LUNA	291.35
5/21	KINA PLAIA	38.92
5/21	KRONOS INC.	8,250.00
5/21	LEAD4WARD LLC	4,500.00
5/21	LIBERTY PAPER	25,158.00
5/21	LILIA NANEZ	280.14
5/21	LINDE GAS & EQUIPMENT INC	3,926.63
5/21	LISA DONAHO	28.84
5/21	M&M PARTY RENTALS LLC	990.00
5/21	MAGDA RODRIGUEZ	37.80
5/21	MALLORY POMEROY	63.00
5/21	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	32,362.95
5/21	MARIA ALEJANDRA CACERES MARTINEZ	193.06
5/21	MARLA HOPPINS	24.71
5/21	MELANA MOSS	33.88
5/21	MIKE SYVERSON	1,202.00

5/21	MIRIAM VALLECILLO	52.43
5/21	MOBILE COMMUNICATION AMERICA INC	926.00
5/21	MONK HOLDINGS LLC	684.00
5/21	MSB SCHOOL SERVICES LLC	105.48
5/21	N-TUNE MUSIC & SOUND INC	4,625.00
5/21	NATALIE FITZGERALD	676.13
5/21	NCS PEARSON INC	6,144.00
5/21	NIMBUS DRINKING WATER SYSTEMS LTD	104.00
5/21	NOHEMI YBARRA	22.54
5/21	NORA ISELA CRUZ	95.06
5/21	ODESSA COLLEGE	930.00
5/21	SEWCO INC	30,983.42
5/21	ONCE RAMOS LLC	3,711.50
5/21	BRAIN CHAPMAN	28.50
5/21	CHRISTINA COPELAND	18.35
5/21	DAISY RAMIREZ	44.75
5/21	DANA BARTLETT	15.55
5/21	ELIZABETH ASHMORE	34.05
5/21	ERIN ADAUTO	50.00
5/21	HALEY HUTCHINSON	200.00
5/21	JESUS NAVARRETTE	15.20
5/21	KELLIS WILKERSON	48.75
5/21	LAURAN GALVAN AVE	52.50
5/21	LETICIA FLORES	30.00
5/21	LUBBOCK-COOPER ISD	982.00
5/21	MELISSA ZENGER	86.55
5/21	MISTY CONTRERAS	25.50
5/21	RAMONA MATA	68.00
5/21	SILVIA VARGAS	41.00
5/21	TARA BAILEY	21.50
5/21	ZACHERY RAMIREZ	40.80
5/21	LAURA S MORALES	770.00
5/21	PAULINE WILLIAMSON	207.88
5/21	PENSKE COMMERCIAL VEHICLES US LLC	1,864.87
5/21	PERMIAN BASIN PETROLEUM MUSEUM,	640.00
5/21	LIBRARY PSI JF PETROLEUM GROUP	195.00
5/21	PETROPLEX OFFICE SUPPLY, INC.	9,162.11
5/21	PRECISION BUSINESS MACHINES INC	2,541.52
5/21	REGION 18 EDUCATION SERVICE CENTER	41,889.96
5/21	REYES A. HERNANDEZ	200.00
5/21	RHONDA LONG	56.63
5/21	RICARDO RENE RODRIGUEZ	3,000.00
5/21	RICKY HICKEY	3,746.30
5/21	RICKY HICKEY	1,703.40
5/21	RICO B ENRIQUEZ	120.00
5/21	ROSA HERNANDEZ	17.71
5/21	ROSAS CAFE & TORTILLA FACTORY LTD	1,348.66
5/21	SYNCHRONY BANK	593.76
5/21	SHELBY HILL	723.80
5/21	SIMS PLASTIC INC	585.24

5/21	SKILLSUSA TEXAS	825.00
5/21	SKILLSUSA TEXAS	1,430.00
5/21	SKYTREE BOOK FAIRS	2,604.00
5/21	SOCORRO RODRIGUEZ	78.19
5/21	SUZETTE TRUJILLO	377.18
5/21	SWEET PIZZA LLC	310.98
5/21	SYSCO USA, INC	5,447.68
5/21	TEACHER CREATED MATERIALS INC	56,625.77
5/21	TEACHER CREATED RESOURCES INC	2,254.55
5/21	TERESA MOLINAR	22.82
5/21	TEXAS EDUCATION TECHNOLOGY	528.00
5/21	LEADERS TEXAS EDUCATIONAL SUPPORT	230.00
5/21	TEXAS FOREIGN LANGUAGE ASSOCIATION	315.00
5/21	TEXAS TECH UNIVERSITY K-12	60.00
5/21	THE MCCRELESS COMPANY	437.65
5/21	THE PITNEY BOWES	147.29
5/21	THE WONDER OF SCIENCE LLC	1,359.90
5/21	TOMMY HAWKINS CONSTRUCTION, INC.	6,170.00
5/21	LAWANA SMITH	95.00
5/21	TOP OF TEXAS PHOTOGRAPHY INC	1,418.76
5/21	TRACEY BORCHARDT	723.80
5/21	TRACI AVILA	12.32
5/21	TROPHY DEN	1,107.41
5/21	TYLER THOMPSON	723.80
5/21	UIL MUSIC REGION 6	2,635.00
5/21	UNITED REFRIGERATION	93.59
5/21	WHITE HOUSE MEAT MARKET	778.80
5/21	WORLD'S FINEST CHOCOLATE INC	2,340.00
5/21	IISE F RUIZ MARQUEZ	825.00
5/21	YOLANDA MARTINEZ	22.33
5/21	YVONNE FRANCO	7.56
5/21	ZULEMA PALOMINO	42.56
5/28	512 TERPS LLC	130.00
5/28	ALIVE SANCHEZ	24.92
5/28	ALLEN TEINERT CONSTRUCTION	3,355,459.25
5/28	AMAZON CAPITAL SERVICES	53,010.04
5/28	AMERICAN FAMILY LIFE & CANCER	41.50
5/28	AMERICAN FAMILY LIFE & CANCER	6.00
5/28	ANGELA BETANCUR	196.00
5/28	ANTOINE RICHARDSON	90.88
5/28	APPLE, INC	2,159.00
5/28	ARA OF ODESSA	424.00
5/28	ASSOCIATION OF TEXAS	2,742.07
5/28	B&H FOTO & ELECTRONICS CORP	4,937.80
5/28	BEATRIS MATA	153.00
5/28	BERNARD HOOPER	1,380.30
5/28	BIG DADDY'S	1,029.60
5/28	BIMBO BAKERIES USA	240.80
5/28	BLUE STAR BUS SALES LTD	4,790.61
5/28	BRUNSON FAMILY BBQ	659.73

5/28	CASHWAY WEST, INC.	153.87
5/28	CDW-G	167,368.00
5/28	NBCEC INC	1,178.25
5/28	CIRCLE P RANCH SUPPLY INC	99.98
5/28	CLAUDIA LOPEZ	1,231.15
5/28	CONSCIOUS DISCIPLINE HOLDINGS LLC	18,865.04
5/28	CONTROL TECHNOLOGIES INC	62,524.09
5/28	CROWN EQUIPMENT INC	2,460.00
5/28	CRYSTAL MARQUEZ	1,694.22
5/28	CUMMINS SOUTHERN PLAINS LLC	8,839.72
5/28	CYNTHIA LANE	656.40
5/28	DANA HUCKABY	1,224.68
5/28	DANNY LOPEZ	1,500.00
5/28	DAWN L MILLER	958.01
5/28	DEREK BATES	598.00
5/28	DIEGO CABALLERO	880.00
5/28	ECISD EDUCATION FOUNDATION	734.70
5/28	ESPERANZA RODRIGUEZ	1,185.20
5/28	EVELYN FRAUSTO	245.00
5/28	FAMILY & CONSUMER SCIENCES	26.88
5/28	FAMILY SUPPORT REGISTRY	1,186.00
5/28	FIRST FINANCIAL ADMINISTRATORS	30,637.35
5/28	FIRST FINANCIAL ADMINISTRATORS	13,865.00
5/28	FIRST FINANCIAL ADMINISTRATORS	80,343.33
5/28	FIRST FINANCIAL ADMINISTRATORS	2,725.00
5/28	FIRST FINANCIAL ADMINISTRATORS	100.00
5/28	FIRST FINANCIAL ADMINISTRATORS	200.00
5/28	FIRST FINANCIAL ADMINISTRATORS	14,073.50
5/28	FIRST FINANCIAL ADMINISTRATORS	1,250.29
5/28	FIRST FINANCIAL ADMINISTRATORS	8,387.35
5/28	FIRST FINANCIAL ADMINISTRATORS	6,083.78
5/28	FIRST FINANCIAL ADMINISTRATORS	6,342.39
5/28	FIRST FINANCIAL ADMINISTRATORS	5,202.61
5/28	FIRST FINANCIAL ADMINISTRATORS	65,977.24
5/28	FIRST FINANCIAL ADMINISTRATORS	2,471.21
5/28	FOLLETT CONTENT SOLUTIONS LLC	3,018.35
5/28	FORDE-FERRIER EDUCATIONAL SERVICE	2,000.00
5/28	FREDERICKSBURG EDUCATION INITIATIVE, INC	36.00
5/28	G H DAIRY	18,003.63
5/28	GALLAGHER CONSTRUCTION COMPANY LP	220,455.91
5/28	GARDENDALE WATER CO	55.00
5/28	HAPPY GRINGO LLC	1,781.26
5/28	HOME DEPOT USA INC - STORE #562	2,441.33
5/28	IMPERIAL BAG & PAPER COMPANY LLC	1,114.00
5/28	IN DEPTH EVENTS INC	8,945.00
5/28	INTERCULTURAL DEVELOPMENTAL	2,000.00
5/28	IRLEN INSTITUTE/PDC	19.99
5/28	JAMIE ANDERSON	245.00
5/28	JASON WATSON	646.31
5/28	JENNIFER RICHARDS	245.00

5/28	JESSICA N. MORENO	238.00
5/28	JNT RESOURCES PARTNERS LP	41,213.33
5/28	JONN SIBLEY	945.98
5/28	JUMBURRITO	630.25
5/28	KALIE HALL	836.55
5/28	KARL MILLER	1,324.68
5/28	KATELYN ZIMMER	1,583.00
5/28	KENNY D COWAN	1,063.00
5/28	LABATT FOOD SERVICE	50,196.18
5/28	LARISSA HERNANDEZ	41.00
5/28	LAURA SIKES	339.78
5/28	LELIA RAMIREZ	1,185.20
5/28	LINDE GAS & EQUIPMENT INC	82.06
5/28	LUNCH MONY INC	3,664.28
5/28	M&M PARTY RENTALS LLC	3,604.50
5/28	MARCIA TOMBOSKY	1,085.26
5/28	MARIA ORTIZ	1,609.98
5/28	MARICIA ALLEMAN	880.00
5/28	MARK KNOX FLOWERS	1,212.50
5/28	MATTHEW SPIVY	880.00
5/28	MELISSA O. AVILA	1,621.44
5/28	RESHAT AVDILJI	538.95
5/28	MICAH ARROTT	245.00
5/28	MIKE SYVERSON	722.00
5/28	MIREIDA F VELAZCO	33.81
5/28	MONK HOLDINGS LLC	510.00
5/28	MOTOROLA SOLUTIONS	40,371.48
5/28	NAPOLEON ARMENDARIZ	502.09
5/28	NATIONAL STUDENT CLEARINGHOUSE	2,975.00
5/28	STATE OF NEW MEXICO	300.00
5/28	NEW MEXICO TAXATION & REVENUE DEPARTMENT	1,130.54
5/28	NORITZ CORPORATION	11,990.00
5/28	SEWCO INC	18,515.19
5/28	SEWCO INC	30.38
5/28	BRIANA BAEZA	300.00
5/28	JENNIFER LEIJA	21.50
5/28	NATALY BONILLA	97.50
5/28	SHAYNA SALAZAR	25.50
5/28	VALERIE BELIS	40.75
5/28	YESENIA LOPEZ	28.50
5/28	PBK ARCHITECTS, INC	100,452.94
5/28	PENSKE COMMERCIAL VEHICLES US LLC	2,861.97
5/28	SHANNON D GAYLOR	375.00
5/28	PERMIAN MOVERS, INC.	150.00
5/28	PERMIAN BASIN PETROLEUM MUSEM, LIBRARY	1,930.00
5/28	PETROPLEX OFFICE SUPPLY, INC.	7,886.16
5/28	RACHEL ORONA	238.00
5/28	REBECCA RAMIREZ	438.00
5/28	REGINA DANIELLE LEE	681.80
5/28	REGION 18 EDUCATION SERVICE CENTER	150.00

5/28	ROBERTS TRUCK CENTER OF TEXAS	2,041.30
5/28	ROBIN FAWCETT	880.00
5/28	ROSAS CAFE / BOBBY COX Co.	341.48
5/28	ROSEMARY VALADEZ	211.00
5/28	ROSEMARY VALADEZ	539.31
5/28	ROSEMARY VALADEZ	641.21
5/28	SALLY POOL	60.06
5/28	SAMANTHA NATIVIDAD	1,554.35
5/28	SAMYE FLOCK	196.00
5/28	SELENA HOLGUIN	245.00
5/28	SONOVA USA INC	21,776.17
5/28	SOPHIA OLIVAREZ	1,324.68
5/28	STEMARCO DESIGN LLC	52.45
5/28	STERICYCLE	232.24
5/28	STEVEN AICINENA	525.00
5/28	STUDIES WEEKLY INC.	7,544.55
5/28	SWEET PIZZA LLC	317.49
5/28	SYSCO USA, INC	16,343.04
5/28	TATE CRISWELL	485.80
5/28	TEXAS AFT AMP	246.00
5/28	TEXAS ASSOCIATION FOR	2,880.00
5/28	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	57.00
5/28	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	325.00
5/28	TEXAS DEPARTMENT OF PUBLIC SAFETY	73.00
5/28	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
5/28	TEXAS EDUCATION TECHNOLOGY LEADERS	249.00
5/28	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	369.26
5/28	TEXAS HIGH SCHOOL COACHES ASSOCIATION	2,325.00
5/28	TEXAS HIGH SCHOOL COACHES ASSOCIATION	155.00
5/28	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	67.80
5/28	TEXAS LIFE INSURANCE CO	142,125.97
5/28	TEXAS STATE TEACHERS ASSOCIATION	38,751.52
5/28	THE CINCINNATI LIFE INS. CO	20.04
5/28	THE CINCINNATI LIFE INS. CO	208.15
5/28	LAWANA SMITH	215.00
5/28	TPR EDUCATION LLC	20,514.00
5/28	TRIPLE TREATS ODESSA INC	250.00
5/28	UNITED REFRIGERATION	1,203.12
5/28	UNITED SUPERMARKET LLC	249.87
5/28	UNITED WAY OF ODESSA	5,557.28
5/28	UNIVERSITY MEDICAL SUPPLY	400.00
5/28	THE UNIVERSITY OF TEXAS AT AUSTIN	6,000.00
5/28	VALERIE RIVERA	1,185.20
5/28	VICTORIA HOLGUIN	456.65
5/28	WEST TEXAS EDUCATORS	2,839.00
5/28	WEST TEXAS EDUCATORS	204,303.57
5/28	WEST TEXAS POWER SPORTS DEVELOPMENT	14,921.37
5/28	YVETTE ABILA	94.43
5/28	ZIP BUSINESS SUPPLY	850.00
6/4	RAQUEL ACOSTA	102.00

6/4	ADELLE PEREZ	32.27
6/4	AIDE EMILIANO	36.96
6/4	AIDE GARCIA	10.08
6/4	AIRGAS USA LLC	13,472.85
6/4	ALBERT J VALENCIA	156.59
6/4	ALICIA LIPPMAN	22.33
6/4	ALICIA SYVERSON	120.00
6/4	ALISHA BUSS HOLGUIN	294.00
6/4	AMANDA PADILLA	31.22
6/4	AMANDA VESELY	66.78
6/4	AMAZON CAPITAL SERVICES	78,869.82
6/4	AMAZON CAPITAL SERVICES	3,058.37
6/4	ANGELA AGUIRRE	53.83
6/4	ANGELA BRAZIEL-SMITH	200.00
6/4	ANGELA JOHNSON	45.71
6/4	ANGELINA CAVAZOS	142.00
6/4	ANNA SALINAS	17.57
6/4	ANNIE NELSON	100.52
6/4	ANTHONY SCOTT	56.97
6/4	APRIL HORTON	150.43
6/4	AQUILA ENVIRONMENTAL LLC	311,864.17
6/4	ARIEL KLINKE	142.00
6/4	ASHLEY M DUNN	90.09
6/4	ASHLEY ROJO	26.88
6/4	ASHLI SATTERWHITE	17.15
6/4	ASM GLOBAL	6,685.00
6/4	AT&T MOBILITY	62.42
6/4	ATHLETIC SUPPLY INC	3,847.50
6/4	ATHLETIC SUPPLY INC	1,987.50
6/4	ATHLETIC SUPPLY INC	17,187.10
6/4	ATKINS HOLLMAN JONES PEACOCK	14,308.25
6/4	AUDIO ACOUSTICS HEARING CENTERS	550.00
6/4	AVERY MCWILLIAMS	54.53
6/4	BEATRIS MATA	120.00
6/4	BECKY QUIROZ	111.72
6/4	BEVCAP MANAGEMENT LLC	104,010.40
6/4	BIG DADDY'S	139.95
6/4	BLAKE MCDONALD	22.75
6/4	BLANCA LUJAN	50.54
6/4	DICK BLICK COMPANY	3,109.86
6/4	BRAKES AND WHEELS INC./ GORDO BROS	622.08
6/4	BRAZOS DOOR & HARDWARE	21,480.00
6/4	BRIDGETTE CASAS	43.19
6/4	BRITTANY CROWLEY	34.65
6/4	BRITTANY SWAIM	22.40
6/4	CALPINE CORPORATION	163,290.65
6/4	CAROLINA BIOLOGICAL SUPPLY CO	4,426.50
6/4	CASHWAY WEST, INC.	83.53
6/4	CASIE GRANADO	1,023.89
6/4	CDW-G	146,444.99

6/4	CENTRAL NATIONAL GOTTESMAN INC	3,274.55
6/4	CHEFS DEPOT INC	1,620.93
6/4	CHERYL HINESLY	23.38
6/4	NBCEC INC	1,091.35
6/4	CHRIS STANLEY	994.59
6/4	CHRISTINA MUNOZ	18.76
6/4	CHRISTINA SIFUENTEZ	40.60
6/4	CITY OF ODESSA	800.00
6/4	CODY STEPHENS FOUNDATION	1,720.00
6/4	COLLEGE BOARD INSTITUTIONS	72,857.00
6/4	COMMERCIAL FOOD SERVICE	195.00
6/4	CORRAL ENVIRONMENTAL CONSULTING LLC	9,420.00
6/4	CRISTA MITCHEL	122.00
6/4	CRYSTAL RAYOS	22.54
6/4	HOHENBERGER INC	164,363.14
6/4	CULLIGAN WATER CONDITIONING OF WEST TEXAS	126.00
6/4	CUMMINS SOUTHERN PLAINS LLC	783.36
6/4	CUSTOM WHOLESALE SUPPLY INC	142.48
6/4	CYNTHIA RUBALCADO	105.70
6/4	DANA SAFETY SUPPLY	35,626.59
6/4	DANIEL BUSTAMANTE	140.56
6/4	DANNY LOPEZ	4,500.00
6/4	DEANNA MCBRIDE	123.41
6/4	DELESA STYLES	288.80
6/4	DELESA STYLES	200.00
6/4	DELMA ABALOS	1,494.85
6/4	DIANE WAGGONER	200.00
6/4	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	44,050.00
6/4	DORA SANCHEZ	142.00
6/4	DUSTY BAUMANN	293.34
6/4	TRACY MAYOBRE	177.50
6/4	ELIZABETH MARJASON	45.71
6/4	ELLEN SMITH	105.00
6/4	ELLIOTT WITNEY	23,750.00
6/4	EMILY R CHASCO	90.39
6/4	EMILY R CHASCO	81.54
6/4	TCASE SERVICES INC	3,600.00
6/4	ERIKA ARMENDAREZ	172.00
6/4	FIDENCIA GUTIERREZ	17.43
6/4	FIRST FINANCIAL ADMINISTRATORS	800.00
6/4	FIRST FINANCIAL ADMINISTRATORS	6,114.47
6/4	FOLLETT CONTENT SOLUTIONS LLC	4,900.05
6/4	FRANCES CARLOS	200.00
6/4	G H DAIRY	1,201.20
6/4	GARDENDALE WATER CO	256.00
6/4	MGUC LLC	573.96
6/4	GEORGE F GOMEZ	8,080.00
6/4	GOT TO SPECIALTIES LLC	134.50
6/4	GRAINGER	11,190.51
6/4	GRAYBAR	2,155.59

6/4	GUADALUPE NINO	6.72
6/4	HAPPY GRINGO LLC	1,736.22
6/4	HEALTH SERVICES ADMINISTRATION	744.74
6/4	HEALTH SERVICES ADMINISTRATION	24,004.12
6/4	HEATHER DOLLOFF	48.02
6/4	HECTOR LIMON	1,147.80
6/4	HECTOR LIMON	308.64
6/4	HILLER PRINTING	3,100.00
6/4	HOME DEPOT USA INC - STORE #562	1,155.62
6/4	IMPERIAL BAG & PAPER COMPANY LLC	26,939.35
6/4	IRMA LOPEZ	172.00
6/4	ISABEL CARDONA	173.04
6/4	ISPHERE INNOVATION PARTNERS LLC	17,760.00
6/4	KEVIN D BALLARD INC	1,872.00
6/4	JAMI LYN GATEWOOD	96.32
6/4	JASON WATSON	200.00
6/4	JENNIFER MEILE	20.02
6/4	JENNIFER WIMBERLEY	28.28
6/4	JNT RESOURCES PARTNERS, LP	3,545.68
6/4	JNT RESOURCES PARTNERS, LP	31,255.18
6/4	JOCELYNE AGUERO	28.98
6/4	JOHNA STRAW	200.00
6/4	JOIE SEATON	39.55
6/4	JONN SIBLEY	114.84
6/4	JOSE L DIAZ	560.00
6/4	JUANA GAYTAN	17.22
6/4	JULIA KELTON	140.35
6/4	JULIAN MANCHA	1,550.00
6/4	THE JUNE SHELTON AND EVALUATION CENTER	8,000.00
6/4	KAYLEA BROOKS	142.00
6/4	KIMBERLY BRYER	132.30
6/4	KNOWSYS EDUCATIONAL SERVICES LLC	1,200.00
6/4	KRISTI VIVIAN	356.00
6/4	LA MARGARITA	2,593.50
6/4	LABATT FOOD SERVICE	18,567.88
6/4	LAREE MORRIS	140.00
6/4	LENNOX INDUSTRIES INC	56.54
6/4	LINDE GAS & EQUIPMENT INC	2,686.61
6/4	LINDE GAS & EQUIPMENT INC	581.90
6/4	LINDSEY POLLOCK	450.00
6/4	LISA DONAHO	31.64
6/4	NATIONAL ACADEMY OF TELEVISION ARTS AND SCIENCES	470.00
6/4	LUNCH MONY INC	423.21
6/4	LUNCH MONY INC	3,349.32
6/4	LYNETA MENDOZA	31.76
6/4	M&M PARTY RENTALS LLC	1,395.00
6/4	MAGDA RODRIGUEZ	35.28
6/4	MALLORY POMEROY	93.24
6/4	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	18,745.25
6/4	MARIA ORTIZ	1,746.90

6/4	MARK CRISSINGER	200.00
6/4	MARK HARRIS HJ INC	28,646.81
6/4	MARK HARRIS	5,378.76
6/4	MARK KNOX FLOWERS	642.50
6/4	MARLA HOPPINS	56.98
6/4	MARLIN LEASING CORPORATION	953.65
6/4	MARY NEFF	1,500.00
6/4	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	10,415.82
6/4	MEDLINE INDUSTRIES INC	5,955.90
6/4	MELISSA CARVER	37.03
6/4	MELISSA COOPER	59.36
6/4	MICHAEL ELLIS	209.17
6/4	MICHELLE MADRID	64.68
6/4	MIKE SYVERSON	388.00
6/4	MIKE SYVERSON	684.00
6/4	MIRIAM VALLECILLO	99.26
6/4	MOBILE COMMUNICATION AMERICA INC	2,914.00
6/4	MONICA AZCARATE	25.00
6/4	MONK HOLDINGS LLC	228.00
6/4	MORRIS WILLIAMSON	529.20
6/4	MOTOROLA SOLUTIONS, INC.	45,978.63
6/4	N-TUNE MUSIC & SOUND INC	193,631.45
6/4	NAOMI FUENTES	1,023.89
6/4	NAYELI OLIVAREZ	125.02
6/4	NCULLUM ENTERPRISES LLC	145.00
6/4	NETSYNC NETWORK SOLUTIONS	60,227.00
6/4	NEW PATH LEARNING LLC	3,269.75
6/4	NIMBUS DRINKING WATER SYSTEMS LTD	52.00
6/4	NOHEMI YBARRA	34.30
6/4	NORA ISELA CRUZ	52.36
6/4	NUNEZ FENCE	45,900.00
6/4	ODESSA CHAMBER OF COMMERCE	1,200.00
6/4	ODESSA COLLEGE	405.00
6/4	ODESSA SIGN SOLUTION LLC	945.00
6/4	SEWCO INC	25,333.12
6/4	ONCE RAMOS LLC	1,218.75
6/4	ADA CRUZ	20.00
6/4	BRITTANY CASAREZ	31.70
6/4	CELESTE POTTER	47.00
6/4	CHRISTIAM MUNIZ	343.55
6/4	EDGAR HERNANDEZ	39.75
6/4	ERIKA DOMINGUEZ	16.50
6/4	JANETTE ORNELAS	29.25
6/4	JESSI JO WILLS	27.40
6/4	LAURA VILLA	34.00
6/4	LEONOR RODRIGUEZ	45.45
6/4	LORENA MURRAY	16.50
6/4	MARGARITA RIOS	100.25
6/4	MARIELA SOTELO	350.00
6/4	PATRICIA DOMINGUEZ	50.00

6/4	REBECCA MARTINEZ	36.90
6/4	SARAH CLANTON	20.00
6/4	TONYA LANE	300.00
6/4	TRICIA CHAMPAGNE	20.00
6/4	WENDY PADILLA	18.00
6/4	YURIDIA OLIVAS	79.79
6/4	PATHWAYZ COMMUNICATIONS INC	5,373.06
6/4	PENSKE COMMERCIAL VEHICLES US LLC	141.34
6/4	SHANNON D GAYLOR	365.00
6/4	PERMIAN MOVERS, INC.	150.00
6/4	PETROPLEX OFFICE SUPPLY, INC.	270.00
6/4	PLAYGROUNDS ETC	4,218.00
6/4	POSTMASTER	1,610.00
6/4	PRISCILLA TORRES	34.37
6/4	RACHEAL HARRIS	3,797.97
6/4	RAUL SANCHEZ	117.30
6/4	REBECCA ORCUTT	186.00
6/4	RHONDA LONG	67.20
6/4	RICHARD A. ONTIVEROZ	200.00
6/4	RICKY HICKEY	1,138.00
6/4	RICKY HICKEY	1,134.00
6/4	ROBERT M THAYER	1,020.45
6/4	ROBERTS TRUCK CENTER OF TEXAS	226.25
6/4	RON OSBORN INC	16,900.00
6/4	ROSA HERNANDEZ	33.39
6/4	ROSA M DOMINGUEZ	32.83
6/4	ROSE VALDERAZ	1,915.98
6/4	ROSEMARY VALADEZ	200.00
6/4	ROSELL D CAUFIELD	2,600.00
6/4	RR & E SERVICES LLC	1,575.00
6/4	SAMANTHA LEAL	172.00
6/4	SAMMY MARTINEZ	142.00
6/4	SAMSARA INC	192.00
6/4	SARAH R AGUIRRE	95.06
6/4	SARAH R AGUIRRE	118.12
6/4	SCOT STRAW	200.00
6/4	SIMS PLASTIC INC	3,784.55
6/4	SONIA ROCHA	112.98
6/4	STEPHANIE VILLAVICENCIO GARCIA	28.21
6/4	STEVE BROWN	1,437.40
6/4	STOUT IMAGES, INC.	1,126.48
6/4	SUSAN HENDRICKS	18.81
6/4	SWEET PIZZA LLC	682.69
6/4	SYDNEY GARCIA	172.00
6/4	SYSCO USA, INC	18,205.47
6/4	TAMBRE BURTON	142.00
6/4	TAMMY HAWKINS	1,095.15
6/4	TANA MARKS	172.00
6/4	FRANK E GOMEZ	2,400.00
6/4	TATE CRISWELL	485.80

6/4	TEACHER CREATED MATERIALS INC	11,514.00
6/4	TENESIA MELENDEZ	286.00
6/4	TASB, INC	11,000.00
6/4	TEXAS EXCAVATION SAFETY SYSTEM, INC.	14.95
6/4	TEXAS HIGH SCHOOL COACHES ASSOCIATION	3,720.00
6/4	TEXAS HIGH SCHOOL COACHES ASSOCIATION	155.00
6/4	THE RON CLARK ACADEMY	7,525.00
6/4	TIMOTHY DE LA VEGA	261.45
6/4	TOM M. CARRIZALES	4,023.00
6/4	TRACI AVILA	25.13
6/4	TRIPLE TREATS ODESSA INC	552.00
6/4	TUXEDO CONNECT LLC	7,247.40
6/4	ULADIMIR LOPEZ	89.81
6/4	UNITED REFRIGERATION	568.97
6/4	UNITED STATES CELLULAR CORPORATION	339.22
6/4	THE UNIVERSITY OF TEXAS AT AUSTIN	35,000.00
6/4	VALENTINA GONZALEZ	5,000.00
6/4	VALERIE HELITON	81.41
6/4	VERIZON WIRELESS SERVICES LLC	4,151.17
6/4	VICTORIA HOLGUIN	142.00
6/4	VICTORIA NORENA	104.23
6/4	VICTORIA SMITH	1,163.89
6/4	VIKTORIA R HENDERSON	57.54
6/4	WALSWORTH PUBLISHING CO	6,798.85
6/4	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	160.00
6/4	WHITE HOUSE MEAT MARKET	1,963.50
6/4	XEROX CORPORATION	25,834.44
6/4	IISE F RUIZ MARQUEZ	600.00
6/4	Y'ALL HAUL TRAILERS	10,608.00
6/4	YVONNE TARANGO	338.00
6/4	ZEALIA JENKINS	142.00
6/4	ZULEMA PALOMINO	42.35
6/11	512 TERPS LLC	212.50
6/11	ANGEL ORTIZ	4,800.00
6/11	AIDE EMILIANO	11.06
6/11	AIR TUTORS LLC	472.50
6/11	ALAN WILLIAMS	1,567.45
6/11	ALIVE SANCHEZ	15.82
6/11	AMANDA PARSONS	350.00
6/11	AMANDA TIJERINA	1,056.00
6/11	AMAZON CAPITAL SERVICES	153,009.35
6/11	AMAZON CAPITAL SERVICES	20,901.59
6/11	AMAZON CAPITAL SERVICES	3,528.36
6/11	AMERICAN EXPRESS	624.82
6/11	AMY ANDERSON	214.00
6/11	ANDERSON TILE SALES INC	2,237.00
6/11	ANDRES SERRANO	1,394.83
6/11	ANGEL RODRIGUEZ	338.60
6/11	ANGELINA CAVAZOS	173.00
6/11	APPLE, INC	1,599.00

6/11	APRIL BROOKSHIRE	26.39
6/11	APRIL HORTON	95.27
6/11	ARIANNA RAQUEL VELASQUEZ	780.00
6/11	ARIEL KLINKE	173.00
6/11	AT&T	1,699.34
6/11	AT&T	73.27
6/11	ATHLETIC SUPPLY INC	12,177.28
6/11	AUDIO ACOUSTICS HEARING CENTERS	170.00
6/11	AUSTIN FULLMER	700.00
6/11	AVERY MCWILLIAMS	26.40
6/11	BLAIR LAWSON	51.00
6/11	BLUE STAR BUS SALES LTD	2,705.57
6/11	BRIANNA MCDOWELL	51.00
6/11	BRITTANY MOLINAR	2,358.21
6/11	CABLE ONE INC	282.03
6/11	CABLE ONE INC	996.99
6/11	CABLE ONE INC	1,467.00
6/11	CARDIO PARTNERS INC	5,389.14
6/11	CARMEN TORIANO	175.00
6/11	CDW-G	552,477.40
6/11	CECILIA NUNEZ	70.56
6/11	CENTURY GRAPHICS & SIGN INC	3,806.66
6/11	CHARTER WASTE INC.	298.76
6/11	CHEFS DEPOT INC	20,421.76
6/11	CHERALDIN CELIS	700.00
6/11	CHERYL WILSON	35.42
6/11	NBCEC INC	305.50
6/11	CHRISTINE DOCKALL	15.12
6/11	CHRISTY KENNEDY	197.54
6/11	CLINT STOWE	113.40
6/11	COCA-COLA SOUTHWEST BEVERAGES LLC	383.40
6/11	COPPERHEAD ELECTRIC SERVICES LLC	7,950.00
6/11	CORRAL ENVIRONMENTAL CONSULTING LLC	1,800.00
6/11	CRISELDA ESPINOZA	1,860.49
6/11	CRISTA MITCHEL	130.33
6/11	CRYSTAL DAY	200.00
6/11	CRYSTAL DAY	261.80
6/11	CULLIGAN WATER CONDITIONING OF WEST TEXAS	951.54
6/11	DANA SAFETY SUPPLY	142,340.39
6/11	DANIEL P TIMMONS	108.78
6/11	DANNY LOPEZ	3,000.00
6/11	DAVID WAGNER	720.00
6/11	DORI LAINE BUTTS	3,500.00
6/11	DR. ZELAYA EDUCATIONAL CONSULTING LLC	13,500.00
6/11	DRU SMITH	87.00
6/11	DS WATERS OF AMERICA INC	55.80
6/11	ECTOR COUNTY ELECTIONS REVENUE	35,995.18
6/11	ECTOR COUNTY UTILITY DISTRICT	15,340.89
6/11	ECTOR THEATRE LLC	18,600.00
6/11	ELODIA RUBIO-ESTOPELLAN	12.00

6/11	ELUMA LLC	90,214.50
6/11	EMILY R CHASCO	52.43
6/11	E OFFICIAL ENTERPRISES, INC.	65.00
6/11	ERLEICHDA LLC	340.00
6/11	ETHAN RODRIGUEZ	720.00
6/11	FIELD DOTS LLC	8,284.00
6/11	FIRST FINANCIAL ADMINISTRATORS	50,977.95
6/11	FIRST FINANCIAL ADMINISTRATORS	28,093.80
6/11	FIRST FINANCIAL ADMINISTRATORS	132,837.00
6/11	FOLLETT CONTENT SOLUTIONS LLC	30,356.73
6/11	FRANCESCA FLORANCE	196.00
6/11	G H DAIRY	2,920.80
6/11	GARDENDALE WATER CO	1,747.50
6/11	GENA ALVARADO	350.00
6/11	GINGER STOREY	14.03
6/11	GRAINGER	4,618.41
6/11	GREENWOOD PUBLISHING GROUP LLC	1,739.72
6/11	GREGORY HAMMON	8.33
6/11	GUADALUPE NINO	14.41
6/11	HEATHER POTTS	1,001.95
6/11	HEIDI L HELFERICH	4.48
6/11	HILBERTO OCHOA	1,672.94
6/11	HOME DEPOT USA INC - STORE #562	18.61
6/11	HUGO PAUL STIERHOLZ	350.00
6/11	HURT EXTERMINATING	20,275.00
6/11	IMPERIAL BAG & PAPER COMPANY LLC	5,777.50
6/11	INSOURCE INSURANCE GROUP, LLC	71.57
6/11	ISTATION	9,975.00
6/11	ITW FOOD EQUIPMENT GROUP LLC	269.54
6/11	JACKSON VINES	350.00
6/11	JAIME MATA	810.00
6/11	INDUSTRIAL IGNITION LLC	306.00
6/11	JEFF DANIELS	264.00
6/11	JEFF ELLISON	200.00
6/11	JENNIE CHAVEZ	893.39
6/11	JENNIFER NUNEZ	449.40
6/11	JEREMY CORBELL	350.00
6/11	JESSICA DENNEY	5,367.15
6/11	JESSICA DOMINGUEZ	33.33
6/11	JESSICA SANTANA	1,860.49
6/11	JONAS ANZURES	171.00
6/11	JONERIK DOMINGUEZ	215.88
6/11	JOSE RAPHAEL MASONSONG	139.44
6/11	JULIE SORUM	295.61
6/11	JUMBURRITO	443.50
6/11	KALIE HALL	173.00
6/11	KANDIS SNOWDEN	53.83
6/11	KINA PLAIA	20.30
6/11	KRISTI EICHER	207.55
6/11	LABATT FOOD SERVICE	15,456.41

6/11	LAKRISHA RODRIGUEZ	7.56
6/11	LAMAR ADVERTISING	7,900.00
6/11	LAURA RODRIGUEZ	173.00
6/11	LAURA SCHEILE	267.28
6/11	LAURA SCHEILE	1,354.50
6/11	LAURA SIKES	260.61
6/11	LAWNMOWER SALES AND SERVICE, INC	4,756.62
6/11	LEASE SERVICING CENTER INC	23,334.60
6/11	LIDIA C VALENZUELA	49.70
6/11	LILLY TYNER	22.05
6/11	LINDA M SUBIA	480.00
6/11	LUNCH MONY INC	520.00
6/11	LYDIA V. BAEZA	1,635.49
6/11	MAHIRA SALINAS	48.09
6/11	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	17,478.13
6/11	MARCELA MACIAS	596.61
6/11	MARGARITA BROOKER	103.88
6/11	MARIA ALEJANDRA CACERES MARTINEZ	89.81
6/11	MARIA ZUBIATE	69.78
6/11	MARK HARRIS HJ INC	6,709.96
6/11	MARTHA CIRINCIONE	1,635.49
6/11	MAYRA R ALVAREZ	14.21
6/11	MELANA MOSS	66.29
6/11	MELISSA CARVER	49.14
6/11	MELLISSA BUTTS	171.00
6/11	MELLISSA BUTTS	1,354.50
6/11	MICHAEL FLAX	18.00
6/11	MICHELLE MADRID	10.00
6/11	MIDLAND SPORTS INC	5,000.00
6/11	MIKE SYVERSON	1,564.50
6/11	MSB SCHOOL SERVICES LLC	608.25
6/11	N-TUNE MUSIC & SOUND INC	75,029.09
6/11	NAPOLEON ARMENDARIZ	173.00
6/11	NATALIE GUARA	67.13
6/11	NATHANIEL GARCIA	199.00
6/11	NEXTGEN SECURITY	2,051.00
6/11	NIMBUS DRINKING WATER SYSTEMS LTD	122.00
6/11	NOBUYUKI SHIRAISHI	134.89
6/11	ODESSA COLLEGE	4,707.50
6/11	SEWCO INC	7,731.12
6/11	CITY OF CLYDE	350.00
6/11	NEW MEXICO JC CATERING	446.25
6/11	UIL DISTRICT 2-6A	2,000.00
6/11	PATRICIA LOGAN	204.89
6/11	PENSKE COMMERCIAL VEHICLES US LLC	2,652.85
6/11	PSI JF PETROLEUM GROUP	19,354.84
6/11	PRECISION BUSINESS MACHINES INC	1,276.09
6/11	PREMIERE SPEAKERS BUREAU, INC.	3,250.00
6/11	PRISCILLA TORRES	46.90
6/11	REGION 18 EDUCATION SERVICE CENTER	1,125.00

6/11	WILLIAM MARCH RICE UNIVERSITY	670.00
6/11	RIGO NUNEZ	21.70
6/11	ROBERTS TRUCK CENTER OF TEXAS	402.91
6/11	ROBIN HERRINGTON	339.02
6/11	ROCIO DAVILA	21.21
6/11	ROMAN HUERTA	18.35
6/11	ROSAS CAFE & TORTILLA FACTORY LTD	2,407.40
6/11	S.A. PIAZZA & ASSOC. INC	85,720.96
6/11	SYNCHRONY BANK SAM'S CLUB	48,341.26
6/11	SAM'S CLUB DIRECT	197.42
6/11	SAMANTHA SOTELO	1,001.95
6/11	SAMMY MARTINEZ	173.00
6/11	SANDRA CLAIBORNE	61.46
6/11	SCHOOL EMPOWERMENT NETWORK	2,000.00
6/11	SCHOOL NUTRITION ASSOCIATION SERVICE CENTER	201.00
6/11	SCOTT WALKER	394.03
6/11	SEPHARINE BUGAYONG	440.00
6/11	SHANNON CRISWELL	14.70
6/11	SIRIA DUTCHOVER	18.62
6/11	SOCORRO RODRIGUEZ	51.59
6/11	SOUTHERN MAID DONUTS	998.60
6/11	SOUTHERN MAID DONUTS	389.60
6/11	STAR TECH GROUP	30,000.00
6/11	STEPHANIE VILLAVICENCIO GARCIA	661.00
6/11	STEVEN MARTIN	720.00
6/11	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
6/11	SWEET PIZZA LLC	205.00
6/11	SYSCO USA, INC	10,895.36
6/11	TAVIS BROWN	171.00
6/11	TEXAS BOOK COMPANY	147.50
6/11	TEACHER CREATED MATERIALS INC	10,349.69
6/11	TERACIA JERNIGAN	350.00
6/11	TERRY BRANDON UPCHURCH	171.00
6/11	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
6/11	THE CLAVIER GROUP INC	2,966.00
6/11	THELMA CHAPA	264.00
6/11	TIM GILLEY	45.92
6/11	TRACEY BORCHARDT	193.20
6/11	TRACEY BORCHARDT	242.20
6/11	TRAVIS COOPER	249.30
6/11	TRIPLE TREATS ODESSA INC	270.00
6/11	TROPHY DEN	4,859.05
6/11	TYSON PREPARED FOOD, INC.	34,713.52
6/11	UNITED REFRIGERATION	852.67
6/11	UNIVERSITY OF TEXAS- EL PASO	250.00
6/11	VALERIE GARCIA	38.36
6/11	VANESSA CASTILLO	5,200.00
6/11	VICTOR GALVAN GUZMAN	1,050.00
6/11	VICTORIA NORENA	59.71
6/11	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	2,101.00

6/11	WALSWORTH PUBLISHING CO	1,472.51
6/11	WALSWORTH PUBLISHING CO	1,225.79
6/11	WAWONA FROZEN FOOD I	27,400.71
6/11	WELTON BLAYLOCK	1,023.89
6/11	WEST GULF CONTAINERS LLC	15,800.00
6/11	WEST GULF CONTAINERS LLC	3,950.00
6/11	WILLIAM MCGILVRAY	171.00
6/11	WILLIAM PARADA	1,396.40
6/11	YAZMYN GONZALEZ	720.00
6/11	ZEALIA JENKINS	173.00
5/8	WELLSPRING TELEHEALTH	10,965.00
5/12	PCARX LLC	19,100.00
5/12	AETNA LIFE INSURANCE COMPANY	383,711.74
5/12	PCARX LLC	118,187.36
5/19	AETNA LIFE INSURANCE COMPANY	437,337.67
5/19	PCARX LLC	141,610.89
5/22	WELLSPRING TELEHEALTH	11,043.75
5/27	AETNA LIFE INSURANCE COMPANY	591,173.32
5/27	PCARX LLC	94,877.45
5/29	CAREATC INC	6,139.80
5/29	CAREATC INC	3,068.00
6/2	PCARX LLC	149,592.70
6/2	CAREATC INC	7,222.22
6/2	CAREATC INC	92,534.37
6/2	AETNA LIFE INSURANCE COMPANY	347,112.79
6/5	PCARX LLC	51,829.32
6/5	VERUSRX LLC	76,096.82
6/5	AETNA LIFE INSURANCE COMPANY	112,639.30
6/5	AETNA LIFE INSURANCE COMPANY	119,937.32
6/5	WELLSPRING TELEHEALTH	10,912.50
6/5	PCARX LLC	19,080.00
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1276.00
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 15,976,465.13



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

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

<b>Amount</b>	<b>Fund</b>	<b>From</b>	<b>Description</b>
29,000	199	TX Workforce Commission	Employee longevity incentive to reward staff for their dedication to the childcare industry

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

\_\_\_\_\_  
Date

## Approvals | Power Automate

### Donation Submission #295 - \$10,000 or more

Requested by **Sylvia Duran** <[Sylvia.Duran@ectorcountyisd.org](mailto:Sylvia.Duran@ectorcountyisd.org)>

Date Created Thursday, May 22, 2025 12:56 PM

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

Campus: ECISD Children's Center *Daycare*  
Principal/Non-Campus Administrator: Sylvia R. Duran  
Name of Donor: Permian Basin Workforce Development Board  
Email/Phone of Donor: 432-561-8785  
Donor Mailing Address: P.O. Box 61947  
Midland, TX 79711

Donation Description: Employee Logevity Incentive  
Type of Donation: Check  
Value\*: 29000 *\$ 29,000*

\*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.  
Purpose of Donation: Employee Longevity Incentive to reward staff for their dedication to the child care industry.  
Item/Service: Monetary recognition to those individuals that have worked in the industry from 5-10 years, 11-20 years, and 21 years or more.  
Purpose of Purchase: Staff retention.

Get the Power Automate app to receive push notifications and grant approvals from anywhere. [Learn more](#). This message was created by a flow in Power Automate. Do not reply. Microsoft Corporation 2020.



**PERMIAN BASIN  
WORKFORCE  
DEVELOPMENT BOARD**

- *Business Services*
- *Child Care Services*
- *Career Services*

April 22, 2025

Sylvia Duran  
ECISD District Children's Center

Re: Employee Longevity Incentive

As the Chairman of the Permian Basin Workforce Development Board, I want to express my sincere appreciation for your commitment to providing quality child care for thousands of low-income families. The mission statement for our Board is "Investing in the Future through jobs and training". We are currently subsidizing over 2800 children daily in child care because of your unwavering support for these families.

Because of the child care services offered to these children in the Permian Basin, parents can work and support their families and our communities. Finally, I want the entire child care network to clearly understand our 30-member Board is 100% committed to your success. Keep up the great work and please let us know what we can do to continue our efforts to support you and the families we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nobe Salazar', with a long horizontal flourish extending to the right.

Nobe Salazar  
Permian Basin WDB Chairman

P.O. Box 61947  
Midland, Texas 79711-1947  
Phone: 432-563-5239  
Fax: 432-561-8785  
[www.workforcepb.org](http://www.workforcepb.org)

*PBWDB is an equal opportunity employer  
with equal opportunity programs.*

## **Employee Longevity Incentive Signature Sheet**

**Hello,**

**Attached you will find a signature sheet with each eligible employee's name. They will need to sign the sheet indicating that they received the money on the line next to their name.**

**The signature sheet will need to be sent back to me electronically at [pattie.stewart@workforcepb.org](mailto:pattie.stewart@workforcepb.org) no later than Friday June 13, 2025, by 5:00 pm.**

**Should you have any questions please contact me at 432-563-5239.**

**Thank you,**

A handwritten signature in black ink that reads "Pattie Stewart". The signature is written in a cursive style with a large, sweeping initial "P".

**Pattie Stewart**



**REQUEST FOR APPROVAL OF MEMORANDUM OF  
UNDERSTANDING WITH THE UNIVERSITY OF TEXAS OF THE  
PERMIAN BASIN FOR PRINCIPAL FELLOW MASTERS  
PROGRAM  
2025-2026**

This is the annual renewal of the Memorandum of Understanding with The University of Texas of The Permian Basin for the Principal Fellow Program. This is a federally funded program that allows school districts to partner with the UTPB Leadership Program, to prepare highly- effective teachers in a non-traditional program where the candidates are mentored by a top performing principal as they are working on a master's degree.

**Agreement  
between  
Ector County ISD  
and  
The University of Texas Permian Basin**

This Agreement, by and between Ector County ISD (hereinafter referred to as “SPONSOR”), whose principal place of business is 802 N. Sam Houston, Odessa, Texas 79761, and The University of Texas Permian Basin (hereinafter referred to as “UT PERMIAN BASIN”), a Texas state institution of higher education whose principal place of business is 4901 E. University Blvd, Odessa, TX 79762-8122, is for the following purpose:

Whereas, SPONSOR is the recipient of the following award (hereinafter referenced to as the “Prime Award” and attached hereto as Exhibit A):

Prime Award Number:	256945677110004
Prime Award Sponsor:	Texas Education Agency
Project Title:	2025-2026 Principal Residency Grant, Cycle 7 continuation
Project CFDA Number:	84.367A
Project FAIN Number:	S367A240041
SPONSOR Principal Investigator:	Scott Rudes
UT PERMIAN BASIN Principal Investigator:	Ethel Arzu and Kevin Badgett

and whereas, said Prime Award involves an approved collaborative effort between SPONSOR and UT PERMIAN BASIN, and UT PERMIAN BASIN has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work; therefore, the parties mutually agree as follows:

**ARTICLE 1. SCOPE OF WORK**

UT PERMIAN BASIN shall supply all the necessary personnel, equipment, and materials (except as otherwise may be provided herein) to accomplish the tasks set forth in the attached Scope of Work, marked Exhibit B, which by this reference is incorporated herein.

**ARTICLE 2. PERIOD OF PERFORMANCE**

The term of this Agreement shall commence June 1, 2025 and terminate August 31, 2026, unless otherwise extended by mutual written agreement of the parties.

**ARTICLE 3. LIMITATION ON COSTS**

The total cost of performing the tasks under Article 1 of this Agreement will not exceed \$64,500. SPONSOR shall not, in the absence of a modification hereto, be obligated to reimburse UT PERMIAN BASIN for costs that are in excess of the total amount specified in this Article.

The budget for which UT PERMIAN BASIN has based this support is detailed in Exhibit C.

#### **ARTICLE 4. SPONSOR PRINCIPAL INVESTIGATOR**

Scott Rudes, as the SPONSOR Principal Investigator of the project and representative of SPONSOR, shall have the overall responsibility of the technical, scientific, and programmatic aspects of the project funded by the Project Sponsor. Any changes to the Scope of Work shall require an amendment, signed by both parties, to this Agreement.

#### **ARTICLE 5. UT PERMIAN BASIN PRINCIPAL INVESTIGATOR**

The Principal Investigators representing UT PERMIAN BASIN for the purpose of technical direction in accordance with Article 1 shall be Ethel Arzu and Kevin Badgett. A change in the designated UT PERMIAN BASIN Principal Investigator shall require the prior written approval of SPONSOR and the UT PERMIAN BASIN Principal Investigator.

#### **ARTICLE 6. USE OF FUNDS**

UT PERMIAN BASIN is responsible for ensuring that costs charged to this Agreement (1) benefit the Scope of Work being funded, (2) are consistent with the Project Sponsor's terms and conditions of the Prime Award, and (3) are allowable, allocable, and reasonable under federal cost principles.

#### **ARTICLE 7. PRIOR APPROVALS**

Written requests made by either Party for cost or other administrative prior approvals, required by the provisions set forth by this Agreement, shall be signed by both Parties' Authorized Representative and shall be submitted to UT PERMIAN BASIN's Authorized Representative, who will initiate the appropriate action required.

#### **ARTICLE 8. TERMS OF PAYMENT**

No later than 60 days after the Agreement is fully executed, UT PERMIAN BASIN shall submit an invoice for the full award amount to the SPONSOR's Financial contact at the following email addresses:

Deborah Ottmers  
Chief Financial Officer  
Deborah.ottmers@ectorcountyisd.org

Invoice shall be paid no later than 60 days of receipt of invoice.

#### **ARTICLE 9. REPORTING REQUIREMENTS**

An annual progress report shall be submitted to Sponsor's Principal Investigator not later than sixty (60) days beyond the termination date of this Agreement.

#### **ARTICLE 10. CONDITIONS OF AWARD**

SPONSOR and UT Permian Basin agrees to comply with the provisions set forth by the 2025-2026 Principal Residency Grant Cycle 7 continuation, incorporated herein as Exhibit A.

#### **ARTICLE 11. AUDIT**

UT Permian Basin agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement for three (3) years from the Project end date.

#### **ARTICLE 12. EQUIPMENT ACCOUNTABILITY**

Inventory accountability and disposition of equipment will be in accordance with the 2025-2026 Principal Residency Grant Cycle 7 continuation. Upon termination of the project, SPONSOR's need for any equipment acquired under this Agreement shall be taken into account when determining disposition of title.

#### **ARTICLE 13. INTELLECTUAL PROPERTY AND PUBLICATIONS**

The results and data developed by this collaborative effort, if jointly developed, will be jointly owned by the parties, and if developed solely by one party, will be owned solely by that party. Each party grants to the other party a non-exclusive, royalty-free license to use the results and data developed solely by each other, provided that each party uses such results and data only for its own internal research and educational purposes. The parties agree to negotiate in good faith in the event that either requests a license for commercial purposes.

There will be no restrictions on the joint publications of part or all of the data and/or discoveries made.

#### **ARTICLE 14. PUBLICITY**

No publicity matter having or containing reference to the other party to this Agreement or in which the name of the other party is mentioned shall be made use of until written approval has first been obtained by the party making use of the other party's name.

SPONSOR (ECISD) and UT PERMIAN BASIN acknowledge that both parties must comply with the Texas Open Records Act.

#### **ARTICLE 15. DEBARMENT/EXCLUSION**

UT PERMIAN BASIN certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

## **ARTICLE 16. TERMINATION**

In the event of termination of the 2025-2026 Principal Residency Grant Cycle 7 continuation, this Agreement shall be automatically terminated as of the termination date of the 2025-2026 Principal Residency Grant Cycle 7 continuation. Additionally, either party shall have the right to terminate this Agreement by giving thirty (30) days' written notice of intent to terminate to the other party's Authorized Representative. In the event of early termination of this Agreement, whether due to termination of the Prime Award or termination by either party per the terms of this Article, UT PERMIAN BASIN shall return all unexpended funds to SPONSOR less any noncancelable obligations properly incurred up to the date of notice of termination within 60 days of effective date of termination.

## **ARTICLE 17. REPRESENTATION**

Representatives of the parties for this Agreement are as follows:

### **A. For UT PERMIAN BASIN**

#### **I. Principal Investigator**

Ethel Arzu

Department of Counseling, Bilingual Education, and Educational Leadership

The University of Texas Permian Basin

College of Education, Office # 3222

Odessa, TX 79762

Telephone: (432) 552-2130

Email: [arzu\\_e@utpb.edu](mailto:arzu_e@utpb.edu)

#### **II. Principal Investigator**

Kevin Badgett

Department of Counseling, Bilingual Education, and Educational Leadership

The University of Texas Permian Basin

College of Education, Office # 3100

Odessa, TX 79762

Telephone: (432) 552-2140

Email: [badgett\\_k@utpb.edu](mailto:badgett_k@utpb.edu)

#### **III. Financial Contact**

Grants Accounting

The University of Texas Permian Basin

4910 E. University  
Odessa, TX 79762  
Email: [grantsacctng@utpb.edu](mailto:grantsacctng@utpb.edu)

IV. Authorized Representative  
Rajalingam Dakshinamurthy  
Provost/Senior Vice President of Academic Affairs  
The University of Texas Permian Basin  
4910 E. University  
Odessa, TX 79762  
Telephone: (432) 552-2704  
Email: [dakshinamurthy\\_r@utpb.edu](mailto:dakshinamurthy_r@utpb.edu)

#### B. For SUBRECIPIENT

I. Subrecipient Investigator  
Scott Rudes  
Executive Director of Talent Development  
802 Sam Houston, Odessa, TX. 79763  
432-456-0097  
Email: [scott.rudes@ectorcountyisd.org](mailto:scott.rudes@ectorcountyisd.org)

II. Financial Contact  
Jerry Mahana  
Director of Purchasing  
802 Sam Houston, Odessa, TX. 79763  
432-456-9711  
Email: [jerry.mahana@ectorcountyisd.org](mailto:jerry.mahana@ectorcountyisd.org)

III. Authorized Representative  
Thelma Cordova  
Administrative Assistant  
802 Sam Houston, Odessa, TX. 79763  
432-456-0097  
Email: [thelma.cordova@ectorcountyisd.org](mailto:thelma.cordova@ectorcountyisd.org)

#### **ARTICLE 18-DISPUTE RESOLUTION**

UT PERMIAN BASIN will use the Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business.

UT PERMIAN BASIN and SPONSOR do not waive sovereign immunity by their execution of or by any conduct of their respective representatives under this agreement, and the dispute resolution process does not affect UT PERMIAN BASIN's or SPONSOR's right to assert all claims and defenses in a lawsuit arising from or related to this Agreement.

**ARTICLE 19-GOVERNING LAW**

This Agreement will be governed and construed in accordance with the laws of the State of Texas. Venue for any claim arising under this agreement will be the state courts of Ector County, Texas.

**ARTICLE 20-AGREEMENT MODIFICATION**

An amendment to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of both parties. The contract period may be extended by mutual agreement of parties, which may be communicated by email/letter, and will not require a formal modification of the Agreement.

**Accepted for  
Ector County ISD**

**Accepted for  
The University of Texas Permian Basin:**

---

Keeley Boyer

Cesario Valenzuela  
Cesario Valenzuela (Apr 15, 2025 13:06 CDT)

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Cesario Valenzuela

Superintendent of Schools

Vice President of Business Affairs

15/04/2025

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**Date**

---

**Date**

**Exhibit A**  
**Notice of Prime Award**

## Exhibit B Scope of Work

8-week time	EPP/Field Supervisor
May – August	<p>The EPP will lead an orientation for the district, outlining hopes, goals, and priorities. This includes actively engaging in the co-construction of expectations for fellow experiences on campus and ensuring that preparation experiences are aligned to develop skills that address the specific needs of the campus and district. The EPP will provide timely responses to district inquiries and remain accessible to fellows to support early program efforts. Additionally, the EPP will contribute thought leadership and creative insights in the development of key working documents, such as the alignment and accountability toolkit and supportive frameworks.</p> <p>The EPP will provide a thorough explanation of fellowship expectations, including clear guidance on performance gates and assignments. This will include detailed instructions on the documents and artifacts fellows are required to collect throughout the program. Additionally, the EPP will walk fellows through observation protocols, ensuring they understand the process and expectations for observations. A regular cadence of check-ins will be established, involving fellows, mentors, and district leadership, to ensure continuous feedback, support, and alignment with program goals. These check-ins will be structured to monitor progress, address concerns, and ensure that fellows are meeting the required benchmarks for success.</p>
Summer Institute Workshop 6/23 – 2/28	<p>The EPP will offer a summer institute that includes workshops on the AEL framework and T-TESS. Fellows will examine the interconnectedness of the AEL framework, identify tools that support its application, and develop plans for its implementation on campus.</p> <p>Fellows will also become familiar with the T-TESS process, progressing from a procedural understanding to a more conceptual grasp of how the domains, dimensions, descriptors, and performance levels of the T-TESS rubric apply to teachers' roles and responsibilities. Additionally, they will explore the alignment between T-TESS and campus instructional leadership, gaining insights into how effective leadership supports teacher development and overall campus performance.</p>
Summer B: <b><u>6/30- 8/14</u></b>  <b>EDLD 6363 Administration of Special Programs</b>  <b>EDLD 6361 School Law</b>	<p>EDLD6363 covers a wide range of topics, focusing on the role of the principal as a campus-level leader. Fellows will be oriented to the principal's responsibilities in various special programs, including but not limited to Bilingual/ESL, SPED, 504, Migrant Students, Early Childhood, and Counseling services. As a key assessment, fellows will develop and complete an Equity Audit. Additionally, the course (EDLD6361) will guide fellows in developing a framework for understanding school law, including how to locate relevant laws and how to apply them in practice.</p>
<p><b><u>Fall Semester</u></b> Active engagement in coaching and mentoring fellows throughout their coursework is essential. This includes at least one observation cycle within the eight-week window, along with monitoring the collection and documentation of a minimum of 60 clock hours of standards-aligned leadership experiences. Field supervisors will also conduct formative assessments of the fellows' needs and hold weekly office hours, primarily dedicated to but not limited to, providing direct support for fellows' efforts. The EPP and field supervisors will collaborate with district leadership and, increasingly, with fellows to co-construct programmatic goals and requirements. Additionally, they will actively participate in and co-coordinate monthly leadership meetings. The EPP will facilitate monthly meetings for fellows with a clear, focused agenda, while other weekly meetings will focus on</p>	

<p>providing responsive, real-time support. A mid-academic year formative evaluation will also be conducted to assess fellows' progress, exam readiness, and the overall management of the partnership.</p>	
<p><b>Fall A: 8/25- 10/17</b></p> <p><b>EDLD 6305 Research Design in Education</b></p> <p><b>EDLD 6369 Human Resource Management</b></p>	<p><b>6305</b> is designed to familiarize fellows with the research process in education and the social sciences. Fellows will select and evaluate research findings within their specific fields and learn how to plan their own research studies. Key activities include describing the nature of research and its diverse approaches, explaining the ethical, legal, and human relations issues involved in research planning, using electronic and print databases to access current research, and framing a research problem while developing a proposal to investigate it. In <b>6369</b>, fellows will develop a structured approach to human capital leadership and human resources management. They will practice creating resources and tools that support leadership in these areas. Key assessments (though not exhaustive) include legal case briefs, synchronous discussions, staff assignments and induction planning, professional development (PD) planning, support for struggling teachers, and focused reflection on plans for capacity building at both the system and individual levels.</p>
<p><b>Fall B: 10/20 – 12/12</b></p> <p><b>EDLD 6370 Instructional Leadership</b></p> <p><b>EDLD 6365 School Public Relations</b></p>	<p>Courses during this term will focus on building a framework with adaptable application of principles of instructional leadership (6370) and community building (6365). Key assessments include (not exhaustive) a focus instructional observation and coaching, instructional leadership applied to various dimensions of the school leaders' role (differentiation and technology), a major improvement planning activity informed by data and, in 6365, engagement with representatives from varied stakeholder groups (interviews) and the construction of a strategic community engagement plan.</p>
<p><b>Whole semester: 8/25 – 12/12</b></p> <p><b>EDLD 6191 Certification Preparation</b></p>	<p>The purpose of this course is to prepare fellows for success on the 268 and 368 (PASL) exams. Fellows will engage in various activities, including completing modules and quizzes for the 268 exam through 240 Tutoring, writing timed Constructed Response questions that align with the "3" score criteria on the Constructed Response Rubric, taking the 268 Practice Exam available on the Pearson website, and drafting action plans for three PASL tasks. These activities are designed to support, reinforce, and complement the work completed in Practicum I &amp; II.</p>
<p><b>Spring Semester:</b></p> <p>Active engagement in coaching and mentoring fellows throughout their coursework is essential. This includes at least one observation cycle within the eight-week window and monitoring the collection and documentation of a minimum of 60 clock hours of standards-aligned leadership experience. Field supervisors will conduct formative assessments of fellows' needs and hold weekly office hours, primarily dedicated to, but not limited to, providing direct support for fellows' efforts. The EPP and field supervisors will collaborate with district leadership and fellows to co-construct programmatic goals and requirements. They will also actively participate in and co-ordinate monthly leadership meetings. The EPP will facilitate monthly meetings for fellows with a clear, focused agenda, while other weekly meetings will provide responsive, real-time support.</p> <p>A mid-academic-year formative evaluation will be conducted to assess fellows' progress, exam readiness, and the overall management of the partnership, with focused discussions and support for certification exam eligibility and success. This semester will mark the beginning of the fellows' Practicum I and II courses. Due to an agreement to map experiences across the program, the first observation cycle will have already begun by this time. However, this semester is crucial for fellows as they work intensively on their action research/professional development project (PIP) and the PASL. Coaching and mentoring will intensify as fellows' leadership responsibilities grow in complexity and frequency.</p> <p>A recommendations matrix for exam preparation resources will be accessible via the link below.  <a href="https://utpb.instructure.com/courses/34346/modules/items/878244">https://utpb.instructure.com/courses/34346/modules/items/878244</a></p> <p>Provided fellows are successful, they should complete all certification preparation exam activities.</p>	
<p><b>Spring A:</b></p> <p><b>EDLD 6392 Practicum I</b></p>	<p>Courses during this term will focus on building an informed theoretical framework for school leadership (6367) and engagement in more active leadership during courses that are formally reserved for action research and practical leadership (6392 - Practicum I). Key assessments include (not exhaustive) work to synthesize a theory for leadership</p>

<b>EDLD 6367 Theories of Educational Leadership</b>	informed by experiences in the program, increased release for actual leadership on campus, and development of plan/begin work on a major action research project the Fellow will be encouraged to use for PASL submission.
<b>Spring B:</b> <b>EDLD 6393 Practicum II</b>  <b>EDLD 6368 Principalship</b>	Courses during this term will focus on completion of the action research project that should be used for PASL submission, increasing release for leadership on the campus, and finalizing of all practical leadership preparation activities including passing the 268 exam.  The Principalship focuses on a variety of tasks including but not limited to orientation to the broader work of the principal as a campus-level leader and to the campus leader's responsibilities in the areas of diagnosis and school planning, talent management, curriculum and alignment, and building a collaborative culture. Fellows will also develop a Table of Specifications to explore thoughtful instructional alignment.
Graduation is scheduled for 05/10	

## Exhibit C Budget

Per Candidate Served Budget: Total \$6,450/candidate

See breakdown between field supervision and AEL/T-TESS costs below:

Remaining after all preparation and fees	\$6,450/candidate
Compensation for field supervision	\$5,500 (including fringe) = \$3,960 base plus \$1,540 fringe
Costs related to facilitation of the AEL and T-TESS workshops (i.e., element of the Summer Institute)	\$950






# UTPB-ECISD Principal Fellow MOU 2025-26 Cycle 7 continuation

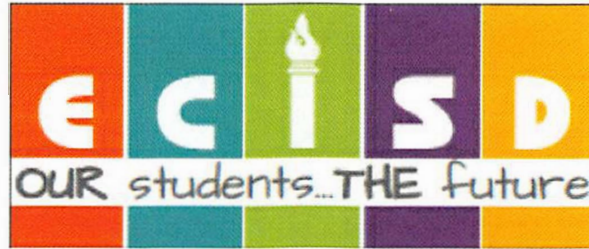
Final Audit Report

2025-04-15

Created:	2025-04-15
By:	Brenda Stevens (stevens_b@utpb.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm43Ut7DMW3RzPA5J-N6C2JhMNI3lhXFD

## "UTPB-ECISD Principal Fellow MOU 2025-26 Cycle 7 continuation" History

-  Document created by Brenda Stevens (stevens\_b@utpb.edu)  
2025-04-15 - 3:16:00 PM GMT
-  Document emailed to Cesario Valenzuela (valenzuela\_c@utpb.edu) for signature  
2025-04-15 - 3:16:04 PM GMT
-  Email viewed by Cesario Valenzuela (valenzuela\_c@utpb.edu)  
2025-04-15 - 4:35:19 PM GMT
-  Document e-signed by Cesario Valenzuela (valenzuela\_c@utpb.edu)  
Signature Date: 2025-04-15 - 6:06:32 PM GMT - Time Source: server
-  Agreement completed.  
2025-04-15 - 6:06:32 PM GMT



## **REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE-ODESSA COLLEGIATE ACADEMY**

The purpose of this Memorandum of Understanding between Odessa College and Ector County Independent School District is for Odessa Collegiate Academy (OCA). For the 2025-2026 school year.

The tuition and fees cost savings is due to Odessa College implementing the Financial Aid for Swift Transfer (FAST) this year. FAST provides tuition for students who meet the eligibility requirement as 'educational disadvantaged' through the national free or reduced-price lunch program.

During the 2025-2026 school year, ECISD will catch up with tuition and fees costs. Odessa College will bill ECISD after the census date in late Fall of 2025 and Spring of 2026

This agreement will be in effect for the 2025-2026 school year.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the College), and Ector County Independent School District, (hereinafter the district), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

The parties to this MOU desired to establish an Early College High School (ECHS) in the fall 2018 academic year to be named Ector County Early College High School (now and hereinafter referred to as **Odessa Collegiate Academy (OCA)**), to serve grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. Prospective OCA students may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

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OCA has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or an associate's degree. The ECHS will:

- provide dual credit at no cost to students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

Furthermore, the district and the college will:

- Establish a mutually beneficial partnership between College and ECISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- Collaborate in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
- Commit to financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private and/or foundation sources to operate the program successfully.
- Provide classes and activities of the Early College High School on the OC campus with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- Commit to shared use of facilities including classrooms, labs, offices and libraries that reduces

operating costs and promotes collaboration of students, faculty, staff, and community members in program success.

- Select students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in OCA will be enrolled in courses of study which enable the student to combine high school courses and college-level courses to complete the Texas core curriculum and earn either an associate degree or at least 60 semester credit hours toward a baccalaureate degree. The College and the District will review pathways annually and make adjustments and teach-out plans as appropriate while ensuring the pathways are aligned and meet the District and College standards.

The 60 semester credit hour pathways are intentionally structured for completion over four (4) years and prohibit acceleration or early completion.

The dual credit college courses for high school students will be offered in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

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#### **LOCATION**

OCA is located at:

Odessa College

Deaderick Hall

201 W University Blvd

Odessa, TX 79764

High school and college courses will be conducted at OC. The College shall provide office and classroom spaces for use by ECHS faculty and staff. The College and the District will review invoiced facility fees on an annual basis and update as necessary. The College will invoice the district annually in May. OCA students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of OC including but not limited to the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events.

OCA students, instructors, and staff will receive a College identification cards, and will have access to instructional and certain agreed upon non-instructional resources and services available on Campus. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

**OPERATING HOURS AND INSTRUCTIONAL CALENDAR** | OCA will operate within the normal operating hours of the college during a regular school day. The District will align the ECHS academic calendar with the college calendar to minimize missed instructional days due to student holiday and district professional development.

**FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION** | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in an annual invoice. Both the college and the district will review the tuition and fees annually and update as necessary.

OCA will generate Average Daily Attendance (ADA) funds for the School District from the

attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

The College will generate state performance funding, which will be used to provide supplemental funding for the operations and expenditures.

Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The College and the ECHS leverages Blackboard, an online learning management system (LMS), in every course regardless of modality. The LMS is used for assignments, assessments and grading. Additionally, Blackboard allows college and district personnel to monitor student pace and progress, ensuring timely intervention and support. As such, the Early College High School agrees to distribute District issued laptops to all ECHS students.

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The District will provide transportation (school bus) to students enrolled at OCA as required under State law and School District rules and procedures.

The District will provide meals for students as appropriate under State and Federal Law and School District rules and procedures. OCA students may purchase food from the College's food service provider.

**TESTING |** The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSIA college placement exams will be coordinated, scheduled and provided by the College. The College will provide the ECHS (OCA) with 1,000 TSIA units per year. The college will invoice the District for units in excess of 1,000 annually.

**GRADING |** Grading periods and policies are delineated in the ECISD Student Handbook which is found online at [www.ectorcountysd.org](http://www.ectorcountysd.org). The College grading periods and policies are delineated in the College Catalog which is found online at [www.odessa.edu](http://www.odessa.edu).

College instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student. The College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. The College agrees to report a grade for each student to the District at each nine weeks grading interval. The College and District agree to share necessary student records as appropriate for scheduling and advising of students.

The College recognizes that District's students participating in these classes may also participate in

UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

OCA students are expected to meet academic standards for coursework completed at the high school and at the College. Students who do not meet satisfactory academic progress outlined by the District and the College are subject to academic intervention and remediation including academic probation and academic suspension. Academic probation and suspension may limit continued enrollment in college courses and may result in removal from OCA.

**CURRICULUM ALIGNMENT** | OCA and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28 or an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. OCA will provide students with academic, social, and emotional support in their course of study. The College will regularly update the OCA principal regarding College curricular changes. OCA is responsible for ensuring that state course requirements for high school graduation are fulfilled.

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The college and the district will use existing course equivalency crosswalk agreements for each degree plan – equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

**INSTRUCTORS AND CLASS SIZE** | Dual credit instructors must meet the College's academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCA. The College will provide instructors who meets the College's academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCA. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval. The College uses a hybrid course modality for the majority of transfer-level courses. These courses meet face-to-face for one-half of the required college contact hours. To maintain consistency in schedules and ensure the virtual contact hours are met, students enrolled in hybrid courses will be assigned Dual Lab periods. The District will provide a certified teacher to facilitate Dual Lab class periods, monitor student pace and progress, and communicate to the ECHS and to the College accordingly.

OCA and the College will provide opportunities for OCA teachers and higher-education faculty to collaborate through planning, teaching, and professional development.

When scheduling ECHS students for college and high school courses, all efforts will be made to follow the low student teacher ratio for high school and college class size due to facility limitations and program requirements. This is consistent with the college's philosophy of prioritizing teaching and learning while leveraging AVID high engagement strategies to foster a safe and open culture, with high expectations for teachers and students, and collaboration in all learning spaces. Furthermore, the district will staff the ECHS appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint. Being that AVID is supported by the College

and the District, the ECHS will provide AVID as a high school course for all students.

**COLLEGE ADMISSION AND ENROLLMENT IN COURSES** | OCA students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCA students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on TSI scores. OCA students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy. Continued enrollment is contingent upon OCA student's maintaining satisfactory academic progress.

**DATA SHARING** | FERPA allows protected student data to be exchanged between the College and the District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the District are expected to meet FERPA requirements to maintain the privacy of student data.

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The College and the District will identify student data reports that are critical to student success, and will provide data reports upon request or per a data timeline. District and College personnel will be responsible for securely distributing and receiving data via a secure process. Student level data shall not be shared outside without prior authorization from the data source.

**ADVISING AND TRANSFERABILITY** | The College's ECHS liaison will provide comprehensive advising and pathway planning services for OCA students. The ECHS liaison serves as the designated College support services staff and will provide orientation, advising, registration, and college bound programming, as well as coordination of Section 504 of the Rehabilitation Act and the Individual with Disabilities Education Act. The ECHS liaison serve as the academic early alert liaison for College faculty teaching ECHS courses, and will work closely with the OCA principal and counselor to provide student, academic intervention and remediation as necessary.

The College will advise OCA students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

**ATTENDANCE IN COLLEGE COURSES** | OCA students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

**STUDENT CONDUCT** | OCA are subject to discipline and appropriate sanctions up to and including suspension and expulsion from the College. The student code of conduct and sanctions are outlined in the College student handbook. OCA students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the District. Further, Odessa College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

**COMPENSATION AND PAYMENT TERMS** | During each academic year, the ECHS, the college, and the district leadership will collect and analyze budget data, including but not limited to tuition, fees,

state funding, salaries, facilities, and operating expenses to develop a sustainable cost-sharing model for the ECHS. The College will bill the district after the census date for fall 2 and spring 2 annually.

**DISCONTINUATION OF ECHS OPERATIONS** | Should the District or College elect to discontinue the operation of OCA, the provisions for serving the students will include the following:

- Students in the 9<sup>th</sup> and 10<sup>th</sup> grade will be received by the designated comprehensive high school in the district.
- Students in 11<sup>th</sup> and 12<sup>th</sup> grade will continue enrollment at OCA and in college course through scheduled graduation.

**INDEMNIFICATION** | To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

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**TERM** | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, OC shall review this MOU and ECISD may renew this MOU on approval of OC.

**RIGHT OF REVOCATION** | Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the OC, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

**ASSIGNMENT** | Neither party may assign their interest in this MOU without the written permission of the other party.

**LIMITATIONS OF AUTHORITY** | Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between OC and ECISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.

Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.

Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

**WAIVER** | The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**APPLICABLE LAW** | This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

**VENUE** | Venue to enforce this Agreement shall lie exclusively in Ector County, Texas.

**MISCELLANEOUS PROVISIONS** | Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, OC operational hours and calendar shall take precedence.

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The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.

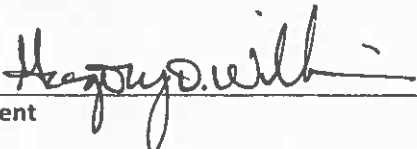
If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

EXECUTED in duplicate original counterparts effective upon the date indicated above.

ODESSA COLLEGE

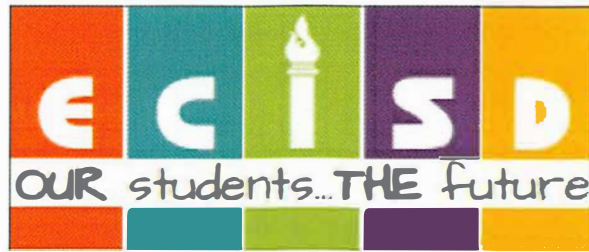
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

6/4/25  
\_\_\_\_\_  
Date

6/9/25  
\_\_\_\_\_  
Date



## **REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE-OCTECHS**

The purpose of this Memorandum of Understanding between Odessa College and Ector County Independent School District is for Odessa Career and Technical Early College High School (OCTECHS). for the 2025-2026 school year.

The tuition and fees cost savings is due to Odessa College implementing the Financial Aid for Swift Transfer (FAST) program this year. FAST provides tuition for students who meet the eligibility requirements as 'educational disadvantaged' through the national free or reduced-price lunch program.

During the 2025-2026 school year, ECISD will catch up with tuition and fees costs. Odessa College will bill ECISD after the census date in late Fall of 2025 and Spring of 2026.

This agreement will be in effect for the 2025-2026 school year.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the College), and Ector County Independent School District, (hereinafter the district), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

The parties to this MOU desired to establish a career and technical education Early College High School (CTE ECHS) in the fall 2015 academic year to be named Odessa Career and Technical Early College (hereinafter referred to as OCTECHS), to serve grades 9-12, and provide dual enrollment for career and technical dual credit college courses for high school students free of charge. Prospective OCTECHS students may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

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OCTECHS has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or an associate's degree. The ECHS will:

- provide dual credit at no cost to students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

Furthermore, the district and the college will:

- Establish a mutually beneficial partnership between College and ECISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- Collaborate in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
- Commit to financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private and/or foundation sources to operate the program successfully.
- Provide classes and activities of the Early College High School on the OC campus with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- Commit to shared use of facilities including classrooms, labs, offices and libraries that reduces

operating costs and promotes collaboration of students, faculty, staff, and community members in program success.

- Select students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in OCTECHS will be in enrolled courses of study which enable the student to combine high school courses and college-level courses to complete an applied associate degree or at least 60 semester credit hours toward a workforce ready degree or an applied baccalaureate degree. The College and the District will review pathways annually and make adjustments and teach-out plans as appropriate while ensuring the pathways are aligned and meet the District and College standards.

The 60 semester credit hour pathways are intentionally structured for completion over four (4) years and prohibit acceleration or early completion.

The dual credit college courses for high school students will be offered in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

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#### **LOCATION**

OCTECHS is located at:  
Odessa College  
201 W University Blvd  
Odessa, TX 79764

High school and college courses will be conducted at OC. The College shall provide office and classroom spaces for use by ECHS faculty and staff. The College and the District will review invoiced facility fees on an annual basis and update as necessary. The College will invoice the district annually in May. OCTECHS students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of OC including but not limited to the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events.

OCTECHS students, instructors, and staff will receive a College identification cards, and will have access to instructional and certain agreed upon non-instructional resources and services available on Campus. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

**OPERATING HOURS AND INSTRUCTIONAL CALENDAR** | OCTECHS will operate within the normal operating hours of the college during a regular school day. The District will align the ECHS academic calendar with the college calendar to minimize missed instructional days due to student holiday and district professional development.

**FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION** | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in an annual invoice. The college and the district will review the tuition and fees annually and update as necessary.

OCTECHS will generate Average Daily Attendance (ADA) funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures

of the high school as authorized by the Texas Education Code.

The College will generate state performance funding, which will be used to provide supplemental funding for the operations and expenditures.

Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The College and the ECHS leverages Blackboard, an online learning management system (LMS), in every course regardless of modality. The LMS is used for assignments, assessments and grading. Additionally, Blackboard allows college and district personnel to monitor student pace and progress, ensuring timely intervention and support. As such, the Early College High School agrees to distribute District issued laptops to all ECHS students.

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The District will provide transportation (school bus) to students enrolled at OCTECHS as required under State law and School District rules and procedures.

The District will provide meals for students as appropriate under State and Federal Law and School District rules and procedures. OCTECHS students may purchase food from the College's food service provider.

**TESTING |** The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSIA college placement exams will be coordinated, scheduled and provided by the College. The College will provide the ECHS (OCTECHS) with 1,000 TSIA units per year. The college will invoice the District for units in excess of 1,000, annually.

**GRADING |** Grading periods and policies are delineated in the ECISD Student Handbook which is found online at [www.ectorcountyisd.org](http://www.ectorcountyisd.org). The College grading periods and policies are delineated in the College Catalog which is found online at [www.odessa.edu](http://www.odessa.edu).

College instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student. The College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. The College agrees to report a grade for each student to the District at each nine weeks grading interval. The College and District agree to share necessary student records as appropriate for scheduling and advising of students.

The College recognizes that District's students participating in these classes may also participate in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to

ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. OCTECHS students are expected to meet academic standards for coursework completed at the high school and at the College. Students who do not meet satisfactory academic progress outlined by the District and the College are subject to academic intervention and remediation including academic probation and academic suspension. Academic probation and suspension may limit continued enrollment in college courses and may result in removal from OCTECHS.

**CURRICULUM ALIGNMENT** | OCTECHS and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete a workforce ready Associate of Applied Science degree or at least 60 credit hours towards an applied baccalaureate degree during grades 9-12. OCTECHS will provide students with academic, social, and emotional support in their course of study. The College will regularly update the OCTECHS principal regarding College curricular changes. OCTECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.

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The college and the district will use existing course equivalency crosswalk agreements for each degree plan – equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

**INSTRUCTORS AND CLASS SIZE** | Dual credit instructors must meet the College’s academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCTECHS. The College will provide instructors who meets the College’s academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCTECHS. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval. The College uses a hybrid course modality for the majority of transfer-level courses. These courses meet face-to-face for one-half of the required college contact hours. To maintain consistency in schedules and ensure the virtual contact hours are met, students enrolled in hybrid courses will be assigned Dual Lab periods. The District will provide a certified teacher to facilitate Dual Lab class periods, monitor student pace and progress, and communicate to the ECHS and to the College accordingly.

OCTECHS and the College will provide opportunities for OCTECHS teachers and higher-education faculty to collaborate through planning, teaching, and professional development.

When scheduling ECHS students for college and high school courses, all efforts will be made to follow the low student teacher ratio for high school and college class size due to facility limitations and program requirements. This is consistent with the college’s philosophy of prioritizing teaching and learning while leveraging AVID high engagement strategies to foster a safe and open culture, with high expectations for teachers and students, and collaboration in all learning spaces. Furthermore, the district will staff the ECHS appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint. Being that AVID is supported by the College and the District, the ECHS will provide AVID as a high school course for all students.

**COLLEGE ADMISSION AND ENROLLMENT IN COURSES** | OCTECHS students must meet dual credit

admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCTECHS students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on TSIA scores. OCTECHS students are required to meet TSIA requirements when changes to the exemption scores occur at the State or College level to comply with policy.

Continued enrollment is contingent upon OCTECHS student's maintaining satisfactory academic progress.

**DATA SHARING** | FERPA allows protected student data to be exchanged between the College and the District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the District are expected to meet FERPA requirements to maintain the privacy of student data.

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The College and the District will identify student data reports that are critical to student success, and will provide data reports upon request or per a data timeline. District and College personnel will be responsible for securely distributing and receiving data via a secure process. Student level data shall not be shared outside without prior authorization from the data source.

**ADVISING AND TRANSFERABILITY** | The College's ECHS liaison will provide comprehensive advising and pathway planning services for OCTECHS students. The ECHS liaison serves as the designated College support services staff and will provide orientation, advising, registration, and college bound programming, as well as coordination of Section 504 of the Rehabilitation Act and the Individual with Disabilities Education Act. The ECHS liaison serve as the academic early alert liaison for college faculty teaching ECHS courses, and will work closely with the OCTECHS principal and counselor to provide student, academic intervention and remediation as necessary. Each ECHS will have a designated liaison.

The College will advise OCTECHS students as to the transferability and applicability to applied baccalaureate degree plans of all college credit offered and earned.

**ATTENDANCE IN COLLEGE COURSES** | OCTECHS students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

**STUDENT CONDUCT** | OCTECHS are subject to discipline and appropriate sanctions up to and including suspension and expulsion from the College. The student code of conduct and sanctions are outlined in the College student handbook. OCTECHS students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the District. Further, Odessa College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

**COMPENSATION AND PAYMENT TERMS** | During each academic year, the ECHS, the college, and the district leadership will collect and analyze budget data, including but not limited to tuition, fees, state funding, salaries, facilities, and operating expenses to develop a sustainable cost-sharing model for the ECHS. The College will bill the district after the census date for fall 2 and spring 2 annually.

**DISCONTINUATION OF ECHS OPERATIONS** | Should the District or College elect to discontinue the operation of OCTECHS, the provisions for serving the students will include the following:

- Students in the 9<sup>th</sup> and 10<sup>th</sup> grade will be received by the designated comprehensive high school in the district.
- Students in 11<sup>th</sup> and 12<sup>th</sup> grade will continue enrollment at OCTECHS and in college course through scheduled graduation.

**INDEMNIFICATION** | To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

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**TERM** | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, OC shall review this MOU and ECISD may renew this MOU on approval of OC.

**RIGHT OF REVOCATION** | Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the OC, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

**ASSIGNMENT** | Neither party may assign their interest in this MOU without the written permission of the other party.

**LIMITATIONS OF AUTHORITY** | Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between OC and ECISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.

Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.

Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

**WAIVER** | The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**APPLICABLE LAW** | This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

**VENUE** | Venue to enforce this Agreement shall lie exclusively in Ector County, Texas.

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**MISCELLANEOUS PROVISIONS** | Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, OC operational hours and calendar shall take precedence.

The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.

If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

EXECUTED in duplicate original counterparts effective upon the date indicated above.

**ODESSA COLLEGE**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

*Augusto. Wilh*  
\_\_\_\_\_  
President

*Hudson*  
\_\_\_\_\_  
Superintendent

*5/14/25*  
\_\_\_\_\_  
Date

*5/15/25*  
\_\_\_\_\_  
Date



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE FOR  
ACADEMIC DUAL CREDIT**

This Memorandum of Understanding between Ector County Independent School District (ECISD) and Odessa College (OC) to allow high school students an opportunity to earn dual high school credit and college credit, for the 2025-2026 school year.

This agreement will be in effect from August 1, 2025, until July 31, 2026.

## MEMORANDUM OF UNDERSTANDING AND ARTICULATION AGREEMENT

### --DUAL CREDIT CLASS OFFERINGS--

#### ECTOR COUNTY ISD AND ODESSA COLLEGE

This Memorandum of Understanding and articulation agreement between Ector County ISD (ECISD) and Odessa College is designed to allow high school students an opportunity to earn dual high school credit and college credit. The Texas Education Code, Chapter 9, Subchapter H, Partnerships between Secondary schools and Texas Public two-year Associate degree granting institutions establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college level credit. Dual Credit requirements are identified/outlined in Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and\_ Texas Public Colleges, §4.85.

#### PURPOSE

The purpose of this agreement is to facilitate the cooperation between the College and the School District in the provision of dual credit college courses for qualified students beginning their freshmen (9<sup>th</sup> grade) year.

The following terms and conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board rules and regulations, §4.85:

#### ELIGIBLE COURSES

1. Only courses as permitted by TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (a) identified as college-level academic courses in the current edition of the College Catalog or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for dual credit.
2. Courses approved for dual credit for an individual student must be applicable to a college or University certificate or degree.
3. Approved courses must be listed in the appropriate high school course description guide and reviewed and updated periodically.
4. This agreement includes courses offered in all Odessa College terms and/or semesters.

#### STUDENT ELIGIBILITY AND COURSE LOAD

1. To be eligible for enrolment in a dual credit course offered by a public college, students must meet all of the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test or minimum grade in a previous course, etc.)
2. To be eligible for enrollment in a certain dual credit courses the high school student may be required to attain a qualifying or passing score on a Texas Higher Education Coordinating Board approved college readiness assessment instrument. The required assessment will depend on the dual credit course prerequisites, if any, and will be in one or more of the following areas; mathematics, reading, and/or writing.
3. A student who is exempt from taking a state assessment college readiness instrument may be otherwise evaluated by the college to determine eligibility for enrolling in certain workforce education dual credit courses.

#### **STUDENT RESPONSIBILITY**

Dual credit students must abide by both the Odessa College Code of Conduct and the ECISD Code of Conduct. The Odessa College Code of Conduct may be found online at [www.odessa.edu](http://www.odessa.edu) or <https://www.odessa.edu/current-students/student-handbook/index.html>.

#### **LOCATION OF CLASS**

For the purpose of this agreement, dual credit courses may be taught on the Odessa College campus, on the High school campus(es) in ECISD, at Odessa College/ECISD approved locations, or online and include all modes of delivery of classes by Odessa College. Scheduling of classes on a high school campus will be aligned with the master schedule at the high school campus as applicable.

#### **COMPOSITION OF CLASS**

Dual credit courses may include dual credit students only or a mix of dual credit students and non-dual credit students.

#### **FACULTY SELECTION, SUPERVISION, EVALUATION, AND COMPENSATION**

1. All instructors, without exception, of dual credit courses must meet the minimal credential requirements specified by the Southern Association of Colleges and Schools and Commissions on Colleges (SACSCOC), which is the accrediting body for Odessa College.
2. High school faculty who meet the SACSCOC credential requirements for teaching college courses may be considered to teach dual credit courses by Odessa College. SACSCOC qualified high school instructors will follow the same selection procedures used by the college to select faculty responsible for teaching courses at the college's main campus.

3. Odessa College shall supervise and evaluate dual credit instructors and courses using the same or comparable procedures and standards used for faculty on the College's main campus.
4. All Odessa College instructors including those teaching dual credit course are encouraged to adhere to the principals set forth in the college's award-winning Drop Rate Improvement Program for establishing and maintaining high in-class retention levels and exceptional student success. This program was recognized by the Texas Higher Education Coordinating Board in 2012 with an Award of Excellence and in 2014 with the Star Award, the highest award given for improving education in the state of Texas.
5. Odessa College will provide funds to ECISD that are sufficient to cover annual rates of compensation to the high school's dual credit instructors. The college shall identify appropriate rates of compensation annually.

#### **COURSE CURRICULUM, TEXTBOOKS, INSTRUCTION, AND GRADING**

1. Odessa College will ensure parity between a dual credit course and the corresponding course offered at the main campus with respect to the curriculum, materials, instruction, method, and rigor of student learning assessment. These standards shall be upheld regardless of the student composition of the class.
2. All instructors of dual credit classes shall follow departmental guidelines set forth by the college department chair or respective division Dean of Odessa College. Dual credit instructors will be required to use the College's department syllabus and implement all learning outcomes set forth in the syllabus. Adaptions to the departmental syllabus must be approved in writing by the college department chair.
3. Dual credit instructors shall be required to use the College departmentally approved textbook(s) and any other materials as set by college departmental policies. These standards shall be upheld regardless of the student composition of the class. Requests for use of alternate materials must have prior approval from the College department chair.
4. Odessa College's dual credit instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student.
5. The college recognizes that certain of the District's students participating in these classes are also participating in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

#### **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

1. *Academic policies applicable to courses taught at the College's main campus will also apply to dual credit courses.*
2. *Students in dual credit courses are eligible to use the same learning and support services that are afforded college students on the main campus including, but not limited to: advising, career assessment and planning, tutoring, library services, the College Sports Center, Student Life leadership and*

Development opportunities.

3. Dual credit students will have access to the College Portal to access grades, unofficial transcripts, and to a college email account for official college communication.

### TRANSCRIPTION OF CREDIT

For dual credit courses, both high school and college credits should be transcribed immediately upon a student's completion of the performance required in the course. The student is responsible for providing the ISD with an official transcript if the high school requires one.

### FUNDING

1. Applicable state funding for dual credit courses shall be available to both the District and the College based on the relevant funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
2. Odessa College tuition and fees for dual credit course shall be paid by the student to the college unless paid for by a third party, including the District, under a separate agreement. No payment or reimbursement of dual credit tuition and/or fees shall be made to ECISD by Odessa College.
3. Dual credit tuition and fees are subject to change in accordance with Odessa College Board policy.

### Spilt Funded Positions

1. Employee Positions and Responsibilities:
  - a. The Director of Dual Credit Development will be responsible for all dual credit initiatives between the College and the School District. This position/staff member will be employed by the School District. The specific duties and responsibilities of the employee will be outlined in a separate job description.
  - b. Two College and Career Advisors will be responsible for dual credit initiatives between the College and the School District. One will be housed at Odessa High School, and the other will be housed at Permian High School. This position/staff member will be employed by the School District. This position will perform its job duties at the high school campuses. The specific duties and responsibilities of the employees will be outlined in a separate job description.
2. Cost Sharing: The College and the School District agree to share the total cost of employing the Director of Dual Credit Development and two College and Career Advisors based on the following terms:
  - The College will contribute 50% of the employees' salary and benefits.
  - The School District will contribute 50% of the employees' salary and benefits.

- The exact percentages and amounts will be determined based on the negotiated agreement between the parties.
3. Duration: This cost-sharing agreement will be effective from August 1, 2025 and will remain in effect for the duration of the Dual Credit MOU, unless terminated sooner by mutual agreement.
  4. Payment and Invoicing: Payment for the cost-sharing arrangement will be made annually by each party to cover their respective share of the employees' salary and benefits. Invoices for payment will be submitted annually by the School District to the College by the start of each Fall semester, and payment from the College to the School District will be due within 30 days of the College's receipt of a properly submitted invoice.

#### DATA SHARING

The District and the College may share protected student data without parental or student consent according to Family Educational Rights and Privacy Act Regulations sections 99.34 and 99.31(a)(2). Parents of students under 18 may still inspect and review education records on the District side, including information disclosed to the ISO by the College.

The District agrees to provide "Directory Information," as defined in 34 C.F.R. 99.3, to the College for high school students. This data may be used for recruitment purposes, unless a student's parent has submitted a prior written request to the District that the student's name, address, and telephone listing not be released for recruiting purposes without prior written consent of the parent or student. The District will provide this list electronically to the College by end of September of each school year. The file will include student names, school e-mails, home phone numbers, and home addresses.

The College will share standard grade reports with the District as is needed or requested by the district.

The College and the District will also share other data as requested, in compliance with FERPA. This data may include TSI test scores for the District's students. This data must be requested at least a week prior to the requested delivery data. Each entity will make every effort to turn these reports over within a week, but some requests may take additional days to complete. The reporting entity will keep the other entity informed of any delays.

#### RIGHT OF FIRST REFUSAL

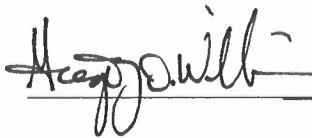
In recognition of the commitment in time and resources Odessa College makes to the District in providing high quality dual credit courses, the district agrees to provide Odessa College with the first opportunity- Right of Refusal -to fulfill the District's desire for additional dual credit services, courses, and/or programs.

If Odessa College is unable or unwilling to fulfill the District's desire for additional dual credit services, courses, and/or programs in a reasonable period of time that is consistent with the nature of the District's request, then the District is free (after the lapse of such reasonable time) to seek such support from any other college or university able to provide that support.

**TERM AND MODIFICATION AGREEMENT**

1. This agreement may only be modified in writing by the representative of ECISD and the Odessa College President or their designees at least thirty (30) days in advance of such modification.
2. This agreement shall become effective on the date the last party executes the Agreement and shall remain in effect unless terminated by either party. The Agreement will automatically renew on an annual basis unless either party provides written notice of its intent to terminate at least ninety (90) days prior to the start of the Fall semester of that academic year.
3. This agreement may be terminated upon sixty (60) days' notice by either party provided that the effective termination date does not fall within an active dual credit class term. The parties to this condition on the understanding that to terminate the agreement within an active class term could negatively impact student learning and outcomes.

\_\_\_\_\_ Date \_\_\_\_\_

 Date 6/4/25

Dr. Keeley Boyer  
Superintendent  
Ector County ISO

Dr. Gregory Williams  
President  
Odessa College



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN ECTOR COUNTY ISD AND THE UNIVERSITY OF TEXAS  
PERMIAN BASIN FOR ACADEMIC DUAL CREDIT**

This Memorandum of Understanding between Ector County Independent School District and The University of the Permian Basin to allow high school students an opportunity to earn dual high school credit and college credit, for the 2025-2026 school year.

This agreement will be in effect from August 1, 2025, until July 31, 2026.

**The University of Texas Permian Basin  
Memorandum of Understanding  
Academic Dual Credit  
Fall 2025-Summer 2026**

This Memorandum of Understanding ("MOU") is entered into by and between The University of Texas Permian Basin ("UTPB") and Ector County Independent School District ("ECISD"), pursuant to section 29.908 of the Texas Education Code.

**1. Term**

The term of this agreement is August 1, 2025 through and including July 31, 2026.

**2. Recitals**

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

**3. MOU Purpose**

The purpose of this MOU is to outline the roles and responsibilities of the University and the School Districts that participate in the Academic Dual Credit Programs at UTPB. This MOU is the agreement that encompasses all programs and initiatives under the Academic Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional Memorandum of Understanding is required by the Texas Education Agency for Early College High Schools, T-STEM and P-TECH schools.

**4. Non-Discrimination**

The University of Texas Permian Basin is committed to providing an educational, living and working environment that is welcoming, respectful and inclusive of all members of the university community. An environment that is free of discrimination and harassment allows members of the university community to excel in their academic and professional careers. To the extent provided by applicable federal and state law, the University prohibits unlawful discrimination against a person because of their race, color, religion, sex, national origin, age, disability, genetic information, or veteran status. The University's commitment to equal opportunity extends its nondiscrimination protections to include sexual orientation, gender expression and gender identity. For more information, please visit UTPB's Non-Discrimination Policy: <https://www.utpb.edu/life-at-utpb/campus-safety/non-discrimination-policy>

**5. Recognition of Higher Education Partner**

The School District, when reporting and publicizing high school students' completion of academic dual credit courses, will recognize all Higher Education partners, including The University of Texas Permian Basin. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District

will recognize The University of Texas Permian Basin as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Academic Dual Credit Programs: "Ector County ISD" collaborates with The University of Texas Permian Basin, our Higher Education partner, to offer University credit hours, while saving families hundreds of thousands of dollars in reduced costs in tuition and fees." In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the University's Branding, Marketing, and Advertising Guidelines for The University of Texas Permian Basin at [https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines\\_updated-04012019.pdf](https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines_updated-04012019.pdf). Failure to follow this provision will result in a non-compliance notification as stated in Section 23 of this document.

## **6. Academic Policies and Procedures**

Regular academic policies and procedures applicable to regular University courses and students will also apply to dual credit courses and dual credit students.

### a) Eligible Courses

Academic courses offered by the University for dual credit are developed based on the guidelines published by the Texas Higher Education Coordinating Board in the Academic Course Guide Manual. The University does not offer remedial, kinesiology, or developmental courses for dual credit.

### b) Faculty Qualification, Selection, Supervision, and Evaluation

The University has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the University's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the University's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive **view** of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the UTPB Academic Affairs Handbook (AAH).

- i. The School District will collaborate with the University to ensure that the School District instructor applying to teach in the Academic Dual Credit Program meets the credential requirements.
- ii. The University will ensure that University Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- iii. School District faculty approved as Dual Credit Faculty must be cleared by the University's Office of Human Resources to teach any dual credit courses.

- iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the University.
- v. New Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete Canvas LMS and Quality Measures Trainings offered through the University's Falcon Online Department prior to or during their first semester teaching Academic Dual Credit Program courses.
- vi. University and UTPB Dual Credit Faculty teaching dual credit courses should check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the dual credit course. Refer students not on the roster to the appropriate School District counselor and the Dual Credit Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.
- vii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required University departmental meetings, discipline and course-specific professional development training. The department chairs will provide meeting schedule information to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school in order to attend required department meetings.
- viii. University Faculty and UTPB Dual Credit Faculty teaching University-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate University or School District support services.
- ix. The School District will forward any concerns regarding UTPB Dual Credit Faculty or University Faculty teaching the University-level course to the University Department Chair for investigation. To resolve the concerns, a meeting shall take place between the University Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- x. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school. •
- xi. Even though Academic UTPB Dual Credit Faculty members are full-time employees of the School District wherein they teach the University course(s), they are expected to follow all the University's policies as applicable during the instructional time designated for dual credit courses. Because Dual Credit Faculty are employed by both the University and the School District, they are confronted with unique challenges, but should have the same rights, responsibilities, and privileges as University Faculty teaching a dual credit course

at a high school site. They must fulfill their responsibilities as UTPB Dual Credit Faculty while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

- xii. UTPB Dual Credit Faculty Rights and Responsibilities when teaching a Course for the University:
- Course Work: The rigor of University course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, UTPB Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students.
  - Issuing of University Grade: UTPB Dual Credit Faculty shall not inflate the University letter grade, which might differ from the high school numeric grade.
  - Contact Hours Pertaining to Dual Credit Students: Just as UTPB Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
  - UTPB Dual Credit Faculty must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences.

c) Location, Facilities, Teaching Environment, and University Courses

The location of dual credit courses will be held at approved high school sites in accordance with SACSCOS standards.

i. University Courses

Faculty teaching dual credit courses must use the University's approved Learning Management System. The University maintains security measures to protect faculty and students while learning in an online environment.

ii. Course Delivery at High School

The School District will ensure that all academic dual credit courses taught by UTPB Dual Credit Faculty are conducted through face-to-face instruction, except when a State of Emergency is activated, is when a UTPB Dual Credit

Faculty may be approved to conduct online instruction to adhere to the University's Instructional Guidelines, using the University's Learning Management System.

iii. Online Method of Delivery

UTPB offers one method of delivery via online Learning Management System.

An electronic course is defined as a course in which instruction and content are primarily over the Internet; a student and teacher are in different locations for a majority of the student's instructional period; most instructional activities take place in an online environment; the online instructional activities are integral to the academic program; extensive communication between a student and a teacher and among students is emphasized; and a student is not required to be located on the physical premises of a school district or open-enrollment charter school.

iv. Facilities

The School District will work with the University to ensure that the School District's facilities meet the expectations and criteria required for University classes and are appropriate for University-level instruction by the first day of class including the following:

- School District will ensure that University Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District shall permit access to the University's electronic learning resources when the course is taught at the School District; and
- School District offering science courses shall meet the laboratory safety standards and have material/equipment required for University courses available in all labs in which classes are being taught to comply with the University science program requirements.

v. Teaching Environment

The School District will ensure that the classroom environment is conducive to University level learning by:

- Designating a classroom for the dual credit classes;
- Displaying signs outside of the classroom that indicate "University Course is in Session";
- Assuring no interruptions take place in the University dual credit class while in session, such as removing students for high school activities, or

making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and

- Accepting the faculty member's attendance requirements as stated in the course syllabus.

d) Course Curriculum, Instruction, and Grading

School Districts that participate in the Academic Dual Credit Programs at the University will comply with procedures and guidelines as published by the University, including the following:

i. Academic Instructional Calendar

Dual credit classes will follow the University Academic Calendar. Exceptions may be arranged through collaboration between the University and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the College Department Chair and Division Dean should be involved in any decision. The University requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. University courses and exams should take reasonable priority over School District activities.

ii. Monitoring Instruction

The School District will work with the University so University personnel will have the opportunity to monitor the quality of instruction in compliance with the University course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

iii. Books and Supplemental Materials

Courses offered for dual credit will be identified in the course schedule as University-level courses. Instruction and materials for dual credit courses will be equivalent or identical to courses taught to traditional university students. When possible, UTPB will: (i) utilize open resource textbooks for all dual credit courses, and (ii) utilize the same textbook for multiple years. District shall be responsible for providing all academic textbooks to students.

iv. Grading Procedures

All UTPB Dual Credit Faculty will follow the University Grading System as well as the grading criteria in the department approved syllabus. The University recognizes that certain of the district's students participating in dual credit classes are also participating in L'il-sanctioned activities. Accordingly, the University and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties

acknowledge that certain reports may be due at a time when no new coursework has been performed by the student.

v. Submission of University Grade

The primary responsibility for assigning University grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. University and School District officials will not interfere with the faculty member's responsibility for assigning University grades. The final course grade for the University will be a letter grade and for the high school a numeric grade that might differ from the University grade.

vi. Grade Appeal

The School District will direct students to follow the University's Grade Appeal process. An electronic copy of these documents may be accessed on the Student Services Department webpage at the following link:

<https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances>

**7. Student Enrollment & Support Services**

a) Student Eligibility

Beginning in the 9<sup>th</sup> grade, Texas public school students may enroll in dual credit courses for up to 15 hours per semester. Texas Administrative Code §4.85(b) identifies requirements that must be met by students who enroll in a college course for concurrent enrollment college credit.

I. Students must comply with the Texas Success Initiative as follows:

- Reading-TSIA score of 351 or TSIA2 of CRC $\geq$ 950
- Writing-
  - a. a placement score of at least 340, and an essay score of at least 4; or
  - b. a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5.
- Mathematics-TSIA score of 350

**TSIA2**

- Mathematics College and Career Readiness -
  - CRC $\geq$ 950;
  - CRC $<$ 950 and Diagnostic Level= 6
- English Language Arts and Reading College and Career Readiness -

- o CRC  $\geq$  945 and Essay  $\geq$  5;
  - o CRC  $<$  945 and Diagnostic Level  $\geq$  5 and Essay  $\geq$  5 Diagnostic Level Range: 1-6 CRC- College Readiness Classification Test CRC Range 910-990
2. Alternatively, students may qualify under one of the following standardized exemptions from TSI requirements:
- Exemption from TSIA reading and writing:
    - o Scored a 23 or higher on the ACT composite and a minimum of 19 on both the English and math tests;
    - o SAT administered prior to March 2016: Earned a combined (verbal critical reading+ math) SAT score of 1070, with a minimum score of 500 on both sections;
    - o SAT administered March 2016 and later: Evidence-Based Reading and Writing (EBRW) minimum score of 480, Mathematics minimum score of 530 (no combined score needed);
    - o TAKS scale score of at least 2200 on the math section and/or 2200 on the English Language Arts section with a writing subsection score of at least 3.

b) Library Services

UTPB shall provide dual credit enrolled student's access to the instructional and digital resources available on the campus of UTPB and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled. These services include document delivery, electronic access to reference services, reserves, interlibrary loan, and a web page that includes ready links to services, contacts, and self-help modules. The library will regularly evaluate the effectiveness of resources provided to distance education students and will demonstrate that services are improved where appropriate. Instructors will provide distance education students information about library services.

c) Student Support Services

Students in dual credit courses may utilize the same or comparable academic support services that are afforded to University students on the main campus. The University is responsible for ensuring timely and efficient access to such services (**e.g.**, academic advising), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Currently, services available to the online students from UTPB include:

- Electronic resources, online reference services, and other services of the J. Conrad Dunagan Library;
- Writing Center assistance and tutorials with writing assignments;

- Testing Services & Academic Accommodations for ADA issues, testing services, and study skill development;
- Academic Advising;
- Technical Support for Canvas users

d) Student Policies

Regular academic policies applicable to courses taught at the University's main campus must also apply to dual credit courses, in accordance with TAC Chapter 4. These policies shall include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and when the syllabus must be distributed.

e) Student Complaints

UTPB's policies and procedures for handling student academic and non-academic complaints are applicable to all students including those enrolled in distance education programs and courses. Students with complaints about distance education delivered by UT Permian Basin should follow the process described. Students who wish to file a written complaint are encouraged to submit their complaint using the University Complaint Resolution Portal located at <https://www.utpb.edu/life-ac-utpb/scudent-services/dean-of-students/student-grievances> . If an issue cannot be resolved internally/locally, students may file a complaint about UT Permian Basin with their state of residence or the University's accrediting organization. Information on both are available at [Complaint Process - The University of Texas Permian Basin | UTPB](#) or [UTPB Complaint Management - UTPB IRD](#).

f) Student Conduct

Dual credit students must abide by the UTPB Student Code of Conduct outlined in the current Handbook of Operating Procedures.

**8. Finance Support Services**

a) Faculty Stipend

School District instructors approved by the University to be Dual Credit Faculty and approved to teach University level courses will be paid a stipend by the University per class, per semester, as outlined in the Academic Affairs Handbook (AAH).

b) Tuition and Fees

District shall pay \$100.00 per semester credit hour. Each school district is liable for making complete payment for all before the 12<sup>th</sup> class day. Each district and or dual credit student will adhere to enrollment cancellation processes that are set in place by the University.

**c) Financial Aid for Swift Transfer (FAST)**

*The FAST tuition rate adopted by the THECB FY 2026 is \$58.52 per semester hour (or equivalent) and serves two purposes:*

- 1. **Funding rate:** Participating institutions will receive an allotment of funding equal to the FAST tuition rate for each semester credit hour (or equivalent) of dual credit coursework taken by an eligible student.*
- 2. **Maximum tuition rate:** Participating institutions that have an agreement with an ISD or charter school may not charge a per-credit tuition rate more than the FAST tuition rate to any student attending high school in a Texas school district or charter school for any eligible dual credit course offered by the participating institution. Institutions may choose to charge a lower rate for any or all dual credit coursework without impacting the funding rate indicated in # 1 above.*

*Institutions whose tuition rate for dual credit coursework has already been set for the 2025-26 academic year at a rate exceeding the FAST tuition rate will be able to participate in the FAST program upon realigning their tuition rate to not exceed the FAST tuition rate for students attending high school in a Texas school district or charter school.*

**Other Course Charges**

*Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as fees, books, or supplies. However, FAST-eligible students may not incur these charges.*

*Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by school districts or charter schools. (<https://www.highered.texas.gov/our-work/supporting-our-institutions/community-college-finance/fast/>)*

**d) Invoicing**

*UTPB will issue an invoice to District listing all enrollments in all subject areas. District will have up 15 business days to appeal any registrations for that semester, to the Office of Accounting. District must remit payment within 30 days of receipt of invoice. Failure to pay may result in District's inability to enroll students in future courses.*

**e) TXVSN Enrollment**

*When District enroll in courses via the Texas Virtual Schools Network (TXVSN), it will follow UTPB enrollment procedures, including:*

- a. Applying to and enrolling students in UTPB;*
- b. Adhering to UTPB's enrollment and drop schedule; and*

- c. Entering into a written agreement approved by the governing boards or designated authorities of District and UTPB.
- d. District is responsible for 100% of the course cost for each student that completes coursework. District is responsible for 70% of the course cost for each student who withdraws from a course after expiration of the designated drop period.
- e. TXVSN Central Operations will issue an invoice to District at the end of each semester based on the conditions noted above; TXVSN will remit payment to UTPB at the end of each semester.

## **9. Human Resources Department, Data Privacy & Sharing Agreement**

The School District will collaborate with the University to ensure that all School District faculty applying to teach in the Academic Dual Credit Programs meet the credential requirements, and submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

- a) Any non-academic incidents or complaints against Dual Credit Faculty teaching a University course are required to be reported to the University's Office of Human Resources to the attention of the Director for investigation.
- b) The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the University's Policy on Sexual Harassment/Sexual Misconduct, and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the University's policy may be accessed on following link: <https://www.utpb.edu/life-at-utpb/campus-safety/sexual-harassmentsexual-misconduct/sh-sm-policy>

Title IX Statement:

The University of Texas Permian Basin (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act), Violence Against Women Act (VAWA), and Clery Act. Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy will not be tolerated and will be subject to disciplinary action.

The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report incidents that could constitute violations of this Policy to the Title IX Coordinator (as outlined in Section 3.1 of this Policy).

- c) The School District will designate a specific School District official that is certified as a Title IX Investigator/Coordinator to serve as the authorized liaison for The University of Texas Permian Basin Office of Human Resources. The School District official and the University's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

## **I 0. Quality Control**

UTPB will monitor student academic performance and quality of instruction to assure compliance with the Texas Administrative Code Title 19, Part I, Chapter 4.

## **I 1. Student Identification**

Dual credit students are eligible to receive a UTPB Student Identification Card and students who wish to obtain a UTPB Identification Card shall send an email to the UT System Police at [ScudentID@ucpb.edu](mailto:ScudentID@ucpb.edu), included information should be:

- \*Full name, address, and student ID number.
- \*A scanned image attachment of another photo-bearing official government ID (driver's license, passport, etc.) for verification in digital UPEG) format.
- \*A scanned image attachment of a passport-quality photo (headshot with a plain background) in digital UPEG) format.

District or student shall pay a fee of \$1 0.00 for the ID and will receive the ID in a prompt and timely manner.

## **12. UTPB Student Authentication Process**

UTPB registers students for online courses using a student information system and manages access through a centralized authentication system. The learning management system in which all online courses are hosted authenticates student user accounts and passwords to the UTPB centralized authentication system. To obtain access to online courses in the learning management system, students must establish their identity through a secure login and password. At least one additional student identification technique will be required within each course. This technique is determined and approved by the Provost/Academic VP. The District principal shall notify UTPB in the event a high school does not use photo IDs. UTPB will determine an alternative means of authentication. One additional method of student authentication using an approved photo ID must be clearly stated on the course syllabus minus webcams and may include the following:

- Proctored exams using an approved photo ID.
- Presentation of approved photo ID through a web cam and optional levels of proctoring during assessment.
- Field or clinical experiences using an approved photo ID.
- Synchronous or asynchronous video activities using an approved photo ID.
- Other technologies or procedures specified by faculty in their course syllabus.

- Public school designee/facilitators can proctor an exam identifying themselves to the instructor for testing environment criteria.
- UTPB emails are a secondary form of authentication.

Dual credit students may use District identifications. Approved photo identifications are: passports, government issued identification, driver's licenses, military ID from DoD.

### TEC 28.009

UTPB has aligned its goals with House Bill 1638 statewide goals as codified in Texas Education Code, Section 28.009 (b-1) and (b-2). These require the Texas Higher Education Coordinating Board (THECB), and Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas.

UTPB offers dual credit courses to high school students in accordance with state, legislative, and regulatory requirements, as well as the SACSCOC.

UT Permian Basin offers a course equivalency crosswalk for equating high school courses with college courses. This crosswalk identifies the number of credits that may be earned for each course completed through the dual credit program.

While UTPB offers a variety of dual credit and early college access courses, most courses are part of the Texas Core Curriculum. Core courses are transferable to any public university or college in Texas.

All courses are 3 credit hours unless noted otherwise. A full list of the dual credit courses offered at UTPB can be found at <https://www.utpb.edu/academics/dual-credit-program/dual-credit-courses>.

* ART 130 I: Art Appreciation	MATH 2412: Pre-Calculus {4 credit hours}
COMM 131S: Intro to Public Speaking	MATH 2413: Calculus I {4 credit hours}
CRIM 130 I: Intro to Criminal Justice	*MUSC130 I: Jazz, Pop, Rock
ECON 230 I: Intro to Macroeconomics	PLSC 2305: American National Politics
*ENGL 130 I: Composition I	PLSC 2306: State and Local Politics
*ENGL 1302: Composition II	*PSYC 130 I: Intro to Psychology
*ENGL 2322: British Literature to 1800	*SOC1 130 I: Intro to Sociology
ENGL 2323: British Literature since 1800	SPAN 1411: Beginning Spanish I {4 credit hours}
*ENGL 2327: American Literature to 1865 ENGL	SPAN 1412: Beginning Spanish II {4 credit hours}
2328: American Literature since 1865	SPAN 2311: Second Year Spanish I
*HIST 1301: U.S. to 1877	SPAN 2312: Second Year Spanish II
*HIST 1302: U.S. since 1877	COSC1335: Computers & Problem Solving
MATH1314: College Algebra	COSC 1430: Intro to Computer Science
MATH1324: Applications of Discrete Mathematics	COSC 2430: Intro to Computer Science II
MATH 1332: Contemporary Mathematics I	BIOL 1308: Biology for Non-Science Majors
BIOL I 108: Biology for Non-Science Majors Lab	EDUC 3322: Literature in the Classroom
MATH 2414: Calculus II (4 credit hours)	EDUC 4311: ECE Social & Emotional Dev.
	EDUC 4313: Emergent Literacy
	EDUC 4362 : Foundations of Bilingual ESL

UTPB offers dual credit to Early College High School and high school students across the state of Texas. Our classes are taught by SACSCOC qualified university professors. UTPB ensures the quality and instructional rigor of the dual credit program's content, which meets,

SACSCOCs requirements. Course content and rigor are comparable with similar courses that are taught to traditional UTPB students.

UT Permian Basin Dual Credit goals are listed below.

**Goal 1:** UT Permian Basin and its school district partner will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- Measures of Implementation: Examples of items to include in documentation:
  - a. UT Permian Basin and its school district partner will host informational sessions for students and parents on dual credit opportunities, benefits, and cost.
  - b. UT Permian Basin and its school district partner's webpages will reflect the most current dual credit program information including enrollment and fee policies.
  - c. UT Permian Basin will host dual credit IOI sessions for high school counselors via webinar.
  - d. UT Permian Basin and its school district partner will collaborate on a marketing campaign.

**Goal 2:** The Dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education.

**Goal 3:** All dual credit students will receive academic and college readiness advising with academic support services to bridge successfully into college course completion.

- Metric: Examples of items included in analysis:
  - e. Student enrollment in postsecondary after high school
  - f. Time to degree completion
  - g. Decrease in excess number of semester hours beyond required hours to degree completion
- Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

**Goal 4:** The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Metric: Award of credit and transcripts

- a) UTPB will award academic credit for courses that are listed in the core curriculum. These courses shall be evaluated in accordance with Texas Higher Education Coordinating Board and Texas Education Agency. They shall be at a more advanced and rigorous level than courses taught at the high school level.

- b) For all its programs, including those delivered through distance education, UTPB will identify expected student learning outcomes, assess the extent to which a course achieves these outcomes, and provide evidence of improvement based on analysis of the results. Additional items to be evaluated shall include but are not limited to: the effectiveness and efficiency of delivery systems, academic resources, student services, and access to faculty. Finally, students will evaluate courses delivered via distance education using the course evaluation procedures in effect for campus-based courses.

### **13. Schedule Changes**

Schedule changes that include additions, drops, and withdrawals will be processed based on established deadlines and must adhere to current policies and procedures.

### **14. Transcribing of Credit and Student Withdrawal**

A college grade shall be transcribed upon completion of the semester for the courses in which the student officially enrolled and will adhere to the current grading policy.

The school district agrees to evaluate the objectives to be achieved by students completing the UTPB dual credit courses and to transcribe the credit on the student's high school transcript accordingly.

Students may request transcripts at [www.gecmytranscript.com](http://www.gecmytranscript.com). The fee is \$7.00.

### **15. Grading Periods and Policies**

The university has adopted a policy that allow school facilitators observer access in Canvas. The account holder will have credentials and understand that all users of UTPB Information Resources are subject to having all such uses monitored and/or recorded by system personnel, and that anyone using UTPB Information Resources expressly consent to such monitoring and that the results of such monitoring may be provided to law enforcement personnel. Individuals will be able to follow the academic calendar for the grading periods and polices adopted by UTPB and school district.

### **16. Use of UTPB Email**

Use of UTPB email as primary email in distance education courses further protects student personal emails independent of their coursework and ensures the student enrolled in the online courses is using the email account assigned to that student by UTPB. University email will serve as second authentication method.

### **17. Privacy**

The Family Educational Rights Privacy Act (FERPA) guidelines will be followed for all students regardless of instructional environment. Submission of student work online creates an academic record that is subject to FERPA. Online posting of grades must not be viewable to other members of the online class. Exemplary works may be posted with individual student permission. Instructors must not compel online students to reveal private information to classmates. Private information includes full name, physical address, birth date, birth place, social security number, gender, race, color, marital status, religion, citizenship, immigration

status, physical image, information about family, or information a student considers too sensitive to share.

## **18. Data Sharing**

FERPA allows protected student data to be exchanged between the University and School District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the University disclosed. The University and the School District are expected to meet FERPA requirements to maintain the privacy of student data. The University will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the University. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the University shall not be shared outside the District without prior authorization from the University. The School District may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the School District and the University
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

**PLEASE NOTE:** Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need. The School District may submit an e-mail request for reports to: [chavez\\_mi@utpb.edu](mailto:chavez_mi@utpb.edu)

## **19. Transportation**

UTPB assumes no obligation/responsibility for transportation of students to and from the UTPB campus.

## **20. Off-site Locations Southern Association of Colleges and Schools Commission (SACSCOC) Requirement**

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requires Universities to report all off-site locations in which dual credit students may earn at least 25% but less than 50% of credits toward a program, in-person or via distance learning, if courses are taken on high school property. This rule does not give the University the right to manage the classroom or technology in the classroom, nor does it imply that the University will

supply learning technology. However, high schools may be subject to a site visit during SACSOC reaffirmation processes that occur every five years.

## **21. Decision to Non-Renew MOU Agreement**

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) substantive change policy requires institutions to notify them of all off-campus instructional locations that require students (including dual credit and early high school students) to take courses in a place that is geographically apart and independent of the main campus location. Furthermore, institutions are required to have an approved teach-out plan that ensures equitable treatment of students when an off-campus instructional site closes. Because a decision not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit high school partner closes an off-campus location, the UTPB teach-out plan will ensure the University makes a good faith effort to assist affected students, faculty, administrative and support staff so that they experience minimal disruption in the pursuit of their course of study or professional careers.

If a decision is made not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit partner, the following proposed protections will occur:

This plan provides details regarding:

- a. administration and organization
- b. affected students
- c. maintenance of records and reports
- d. affected faculty and staff

### **Administration and Organization**

The Administration, Provost, Program Director, and faculty of the UTPB Dual Credit Program will continue to adhere to and remain accountable for ensuring affected students, faculty, and support staff experience minimal disruption in the pursuit of their course of study or professional careers.

The University administration will provide direct support and resources to the appointed Director of Dual Credit/Early College High School in fulfilling his/her responsibilities and duties until all affected students have completed their course work.

### **Affected Students**

The University has maintained and will continue to maintain open communication with all currently enrolled students.

A decision not to renew an agreement between UTPB and a dual credit partner prohibits students enrolled by that high school from taking dual credit courses from UTPB. In that case,

affected students will be notified by mail of the ending agreement and will be informed of their rights as follows:

1. Affected students are no longer eligible to take dual credit courses at the University
2. No additional charges/expenses will incur as a result of the ending agreement
3. Any earned credit will be recorded and remain on student transcripts
4. Affected students are entitled to a copy of their transcripts
5. All other affected student records will be kept on file following UTPB policy
6. Affected students have a right to appeal a grade
7. Grievance procedures still apply
8. Incomplete grades and ongoing agreements between the affected student and instructor will remain honored

Affected students will be notified that they can continue taking dual credit courses at UTPB if the stated agreement is renewed at a later time. Once they graduate from high school, they are eligible to apply to UTPB and complete their programs of study.

#### **Maintenance of Records and Reports**

All current records will be maintained in a secure manner to prevent loss, destruction or unauthorized use. All records will be maintained for the required specified time and will remain accessible to those with a need for access (e.g., Program Director, Provost).

The University will also continue to maintain the records listed below in accordance with the required institutional education guidelines:

- a. University catalogs, programs of study, mission and goals, curriculum and course outlines
- b. Student/Faculty records
- c. Memoranda of agreements with affiliating agencies
- d. Strategic planning documents and program/course evaluation methods

#### **Affected Faculty and Staff**

In the unlikely event that full-time faculty or staff are affected by the ending contract between UTPB and a dual credit partner, they will be notified in writing.

#### **22. Amendment**

Any change to the terms of this MOU must be presented in written form and agreed upon by both UTPB and the school district at least 30 days before any term or provision may be changed.

#### **23. Notification of Non-Compliance and Termination of Agreement**

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the

**University President and School district Superintendent for review and action. Failure to correct non-compliance within 30 days may result in termination of this agreement.**

The University of Texas of the Permian Basin  
4901 E. University Blvd.  
Odessa, Texas 79761

By: University of Texas of Permian Basin

*Natalie Harms* \_\_\_\_\_ Date 06/05/2025

Natalie Harms  
Interim Sr. Vice President for Business Affairs

Ector County Independent School District

By:

\_\_\_\_\_ Date \_\_\_\_\_

Dr. Keeley Boyer  
Superintendent, Ector County Independent School District






# ECISD MOU 25-26 SY

Final Audit Report

2025-06-05

Created:	2025-06-05
By:	Daniella Aldrete (VPBAAdobe@utpb.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAADNNJNi0rdeAh_ib4GOIbnZjEfjBIMmk-

## "ECISD MOU 25-26 SY" History

-  Document created by Daniella Aldrete (VPBAAdobe@utpb.edu)  
2025-06-05 - 4:05:56 PM GMT
-  Document emailed to Natalie Harms (harms\_n@utpb.edu) for signature  
2025-06-05 - 4:06:03 PM GMT
-  Email viewed by Natalie Harms (harms\_n@utpb.edu)  
2025-06-05 - 7:40:07 PM GMT
-  Document e-signed by Natalie Harms (harms\_n@utpb.edu)  
Signature Date: 2025-06-05 - 7:40:19 PM GMT - Time Source: server
-  Agreement completed.  
2025-06-05 - 7:40:19 PM GMT



## **REQUEST FOR APPROVAL OF TEXAS EDUCATION AGENCY (TEA) ALTERNATE APPROVER FOR SUPERINTENDENT**

TEA allows and encourages the Superintendent of large school districts to request that a designee be set up to approve all district access to TEA confidential and non-confidential data.

We request that the Board authorize Samantha Sotelo, Director of Information Systems, to act in the Superintendent's stead in the following capacity:

- act as the Superintendent's Primary Request Submitter Designee for approving staff requests (also referred to as "submitting requests to TEA") for access to all TEA web applications accessed through the Texas Education Agency Secure Environment (TEA SE).
- act as the Superintendent's Alternate Approver for approving staff requests for access to all TEA web applications accessed through the Texas Education Agency Login (TEAL).

This authorization is valid for the 2025-26 school year.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR BLANTON ELEMENTARY SCHOOL**  
**DATE:** June 17, 2025

---

Recommendation to hire Principal for Blanton Elementary School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Blanton Elementary School.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR DOWLING ELEMENTARY SCHOOL**  
**DATE:** June 17, 2025

---

Recommendation to hire Principal for Dowling Elementary School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Dowling Elementary School.



**TO:** Board of Trustees  
**FROM:** Mauricio Marquez, Chief Schools Officer  
**SUBJECT:** **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION  
TO HIRE PRINCIPAL FOR NOEL ELEMENTARY SCHOOL**  
**DATE:** June 17, 2025

---

Recommendation to hire Principal for Noel Elementary School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Noel Elementary School.



**TO:** Board of Trustees  
**FROM:** Alicia Syverson, Associate Superintendent of Student and School Support  
**SUBJECT: REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF ACCOUNTABILITY AND SCHOOL IMPROVEMENT**  
**DATE:** June 17, 2025

---

Recommendation to hire Executive Director of Accountability and School Improvement.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations to hire Executive Director of Accountability and School Improvement.



## INFORMATION ITEMS

- Financials
- Purchases Over \$50,000 Informational Report
- Routine Personnel Report



## **FINANCIALS**

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

**GENERAL FUND (199) YTD BUDGET REPORT**  
 APRIL 30, 2025

FOR 2025 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>199 GENERAL FUND</b>							
00 GENERAL LEDGER AND REVENUE	-337,223,000	-5,224,864	-342,447,864	-250,528,514.61	.00	-91,919,349.39	73.2%
11 INSTRUCTION	200,591,101	170,257	200,761,358	145,010,256.54	42,268,663.08	13,482,438.38	93.3%
12 INSTRUCTIONAL RES & MEDIA SERV	2,080,846	568,578	2,649,424	1,648,407.83	530,617.49	470,398.68	82.2%
13 CURRICULUM & STAFF DEVELOPMENT	9,812,543	-1,140,000	8,672,543	5,824,599.05	1,109,932.99	1,738,010.96	80.0%
21 INSTRUCTIONAL LEADERSHIP	5,236,712	55,000	5,291,712	4,152,550.67	688,318.23	450,843.10	91.5%
23 SCHOOL LEADERSHIP	19,788,203	2,215,279	22,003,482	17,427,894.37	3,810,590.93	764,996.70	96.5%
31 GUID, COUNS & EVALUATION SERVS	16,622,717	990,000	17,612,717	12,956,886.63	3,824,369.69	831,460.68	95.3%
32 SOCIAL WORK SERVICES	1,898,930	-35,000	1,863,930	1,246,644.85	442,453.99	174,831.16	90.6%
33 HEALTH SERVICES	3,206,566	0	3,206,566	2,412,135.27	686,164.09	108,266.64	96.6%
34 STUDENT TRANSPORTATION	10,848,013	457,530	11,305,543	7,178,989.42	2,676,409.38	1,450,144.20	87.2%
36 CO/EXTRACURRICULAR ACTIVITIES	8,062,579	-53,383	8,009,196	5,735,830.47	1,042,912.94	1,230,452.59	84.6%
41 GENERAL ADMINISTRATION	8,517,284	746,000	9,263,284	6,764,526.38	1,753,335.40	745,422.22	92.0%
51 FACILITIES MAINT & OPERATIONS	36,845,955	5,362,080	42,208,035	30,001,194.77	7,597,214.38	4,609,625.85	89.1%
52 SECURITY & MONITORING SERVICES	8,225,177	-498,865	7,726,312	5,910,178.82	959,029.93	857,103.25	88.9%
53 DATA PROCESSING SERVICES	9,325,521	593,986	9,919,507	7,145,584.68	2,065,709.13	708,213.19	92.9%
61 COMMUNITY SERVICES	1,511,998	400,000	1,911,998	1,407,084.80	270,035.44	234,877.76	87.7%
71 DEBT SERVICE	1,388,000	-11,000	1,377,000	724,432.56	193,290.79	459,276.65	66.6%
81 FACILITIES ACQUISITION & CONST	3,000,000	-340,474	2,659,526	953,462.08	1,477,217.44	228,846.48	91.4%
99 INTERGOVERNMENTAL CHARGES	2,260,855	0	2,260,855	1,601,319.25	659,535.75	.00	100.0%
<b>TOTAL GENERAL FUND</b>	<b>12,000,000</b>	<b>4,255,124</b>	<b>16,255,124</b>	<b>7,573,463.83</b>	<b>72,055,801.07</b>	<b>-63,374,140.90</b>	<b>489.9%</b>
TOTAL REVENUES	-337,748,000	-5,224,864	-342,972,864	-250,528,514.61	.00	-92,444,349.39	
TOTAL EXPENSES	349,748,000	9,479,988	359,227,988	258,101,978.44	72,055,801.07	29,070,208.49	
<b>GRAND TOTAL</b>	<b>12,000,000</b>	<b>4,255,124</b>	<b>16,255,124</b>	<b>7,573,463.83</b>	<b>72,055,801.07</b>	<b>-63,374,140.90</b>	<b>489.9%</b>

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\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**SCHOOL NUTRITION (240) YTD BUDGET REPORT**  
 APRIL 30, 2025

FOR 2025 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>240 SCHOOL NUTRITION</b>							
00 GENERAL LEDGER AND REVENUE	-20,327,315	-2,230,730	-22,558,045	-20,954,204.31	.00	-1,603,840.69	92.9%
35 FOOD SERVICE	20,327,315	3,691,340	24,018,655	17,274,538.10	3,297,263.94	3,446,852.96	85.6%
TOTAL SCHOOL NUTRITION	0	1,460,610	1,460,610	-3,679,666.21	3,297,263.94	1,843,012.27	-26.2%
TOTAL REVENUES	-20,327,315	-2,230,730	-22,558,045	-20,954,204.31	.00	-1,603,840.69	
TOTAL EXPENSES	20,327,315	3,691,340	24,018,655	17,274,538.10	3,297,263.94	3,446,852.96	
GRAND TOTAL	0	1,460,610	1,460,610	-3,679,666.21	3,297,263.94	1,843,012.27	-26.2%

\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**DEBT SERVICE (599) YTD BUDGET REPORT**  
 APRIL 30, 2025

FOR 2025 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>599 DEBT SERVICE FUND</b>							
00 GENERAL LEDGER AND REVENUE	-46,249,195	-2,797,981	-49,047,176	-47,167,823.55	.00	-1,879,352.45	96.2%
71 DEBT SERVICE	16,849,195	8,025,725	24,874,920	24,863,767.30	9,900.00	1,252.70	100.0%
TOTAL DEBT SERVICE FUND	-29,400,000	5,227,744	-24,172,256	-22,304,056.25	9,900.00	-1,878,099.75	92.2%
TOTAL REVENUES	-46,249,195	-2,797,981	-49,047,176	-47,167,823.55	.00	-1,879,352.45	
TOTAL EXPENSES	16,849,195	8,025,725	24,874,920	24,863,767.30	9,900.00	1,252.70	
GRAND TOTAL	-29,400,000	5,227,744	-24,172,256	-22,304,056.25	9,900.00	-1,878,099.75	92.2%
** END OF REPORT - Generated by BAUMANN, DUSTY **							

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
 MONTHLY REPORT OF TAX COLLECTIONS  
 FOR THE PERIOD OF JULY 1, 2024 THRU APRIL 30, 2025

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2023 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2024	178,697,919.00	(575,088.54)	178,122,830.46	166,581,065.53	1,407,685.35	10,134,079.58	5.67%	5.69%
<b>DELINQUENT TAX</b>								
2023	7,921,932.34	(803,505.47)	7,118,426.87	1,790,595.42	161,609.93	5,166,221.52	65.21%	72.58%
2022	3,848,445.77	(126,322.46)	3,722,123.31	595,301.89	62,273.36	3,064,548.06	79.63%	82.33%
2021	1,902,603.23	(34,511.71)	1,868,091.52	321,664.57	30,969.09	1,515,457.86	79.65%	81.12%
2020	1,516,278.78	(15,657.22)	1,500,621.56	215,000.29	19,959.94	1,265,661.33	83.47%	84.34%
2019	1,277,172.83	0.05	1,277,172.88	125,929.13	8,679.78	1,142,563.97	89.46%	89.46%
2018	962,383.87	0.01	962,383.88	66,409.75	6,206.04	889,768.09	92.45%	92.45%
2017	799,821.83	(88.12)	799,733.71	43,483.83	2,647.57	753,602.31	94.22%	94.23%
2016	862,517.72	0.00	862,517.72	29,061.63	1,670.14	831,785.95	96.44%	96.44%
2015	777,307.59	(0.50)	777,307.09	20,891.81	1,512.31	754,902.97	97.12%	97.12%
2014	786,352.05	0.00	786,352.05	21,295.59	1,107.44	763,949.02	97.15%	97.15%
2013	534,144.48	(56,821.10)	477,323.38	12,369.82	952.17	464,001.39	86.87%	97.21%
2012+	2,885,025.85	(15,164.05)	2,869,861.80	54,895.48	5,770.86	2,809,195.46	97.37%	97.89%
<b>TOTAL DELINQUENT TAX</b>	<b>24,073,986.34</b>	<b>(1,052,070.57)</b>	<b>23,021,915.77</b>	<b>3,296,899.21</b>	<b>303,358.63</b>	<b>19,421,657.93</b>	<b>80.67%</b>	<b>84.36%</b>
<b>GED # 24 SII TAXES</b>	<b>46,548.77</b>	<b>0.56</b>	<b>46,549.33</b>	<b>313.54</b>	<b>12.28</b>	<b>46,223.51</b>	<b>99.30%</b>	<b>99.30%</b>
<b>TOTAL ALL TAXES</b>	<b>202,818,454.11</b>	<b>(1,627,158.55)</b>	<b>201,191,295.56</b>	<b>169,878,278.28</b>	<b>1,711,056.26</b>	<b>29,601,961.02</b>		
<b>PENALTY / INTEREST / DISCOUNT</b>						<b>YEAR TO DATE</b>		
				CURRENT P & I	775.73	48.88	824.61	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	1,742,297.24	297,609.88	2,039,907.12	
<b>TOTAL PENALTY / INTEREST / DISCOUNT</b>					<b>1,743,072.97</b>	<b>297,658.76</b>	<b>2,040,731.73</b>	
<b>OTHER COLLECTIONS</b>								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	1,680.20	219.88	1,900.08	
				LATE RENDITION FEES	258,845.44	8,511.17	267,356.61	
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00	
				OTHER COSTS COLLECTED	0.00	0.00	0.00	
				SUSPENSE PAYMENTS	0.00	0.00	0.00	
				REFUNDS	0.00	0.00	0.00	
				CASH OVER / (SHORT)	0.00	0.00	0.00	
<b>TOTAL OTHER</b>					<b>260,525.64</b>	<b>8,731.05</b>	<b>269,256.69</b>	
<b>TOTAL SCHOOL</b>					<b>171,881,876.89</b>	<b>2,017,446.07</b>	<b>173,899,322.96</b>	
				<b>GENERAL FUND</b>		<b>DEBT SERVICE</b>		
				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
<b>TOTAL</b>				<b>1,281,755.33</b>	<b>229,479.99</b>	<b>429,349.81</b>	<b>76,860.94</b>	<b>2,017,446.07</b>



## **PURCHASES OVER \$50,000 INFORMATIONAL REPORT**

The purchases over \$50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

## ECISD New Purchase Orders Over \$50,000 Report for May 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	05/29/2025	25012452	ALLEN TEINERT CONSTRUCTION	\$ 86,591,081	2023 BOND PROGRAM NEW CONSTRUCTION AND RENOVATION FOR ECISD NEW CTE FACILITY	ECISD AWARDED RFQ 24-26-2	693-81-6629-00-017-99-10024	BETHANY IBARRA	DISTRICT OPERATIONS
2	05/29/2025	25012451	HENTHORN COMMERCIAL CONSTRUCTION LLC	\$ 1,975,000	CONSTRUCTION FOR AUSTIN CAFETERIA	ECISD AWARDED RFP 25-24	475-81-6629-00-102-99-47525	BETHANY IBARRA	DISTRICT OPERATIONS
3	05/27/2025	25012337	MID-TEX OF MIDLAND INC	\$ 1,387,040	CONSTRUCTION FOR JROTC	ECISD AWARDED RFP 25-19	693-81-6629-00-861-99-40524	BETHANY IBARRA	DISTRICT OPERATIONS
4	05/30/2025	25012478	N-TUNE MUSIC & SOUND INC	\$ 416,035	#29 OHS BAND BOND INSTRUMENTS 6 - KMH611S King Marching Mellophone Silver 6 - 42BO Bach 42BO Open Wrap F Attachment Trombone 10 - Yamaha Professional Flute with offset G 6 - R13 Buffet R13 Professional Clarinet 15 - YCL450II Yamaha Intermediate Clarinet 4 - AWO1 Yanagisawa Professional Alto Saxophone 4 - YAS480 Yamaha Intermediate Alto Saxophone 2 - TWO1 Yangisawa Professional Tenor Saxophone 2 - BWO1 Yangisawa Professional Baritone Saxophone 10 - YHR671 Yamaha French Horn 1 - 50BO Bach Bass Trombone 1 - SYA1465 Pearl 14x6.5" Maple Shell Snare Drum Black 1 - BK2201C Adams 1.5 octave standard Chimes 2 - YEP642SII Yamaha Professional Euphonium Silver 1 - MAHAA50 Adams 5 Octave Marimba Rosewood 1 - VAWA35S Adams 3.5 Octave Vibe Silver with motor 20 - ETB828 Eastman Professional Trombone 2 - MODX8+ Yamaha 88Key Synth 2 - Legacy Burkart Legacy Piccolo with wave headjoint 2 - 1864U Miraphone Tuba 20 - Marching Crop Trumpets 10 - Marching Corp Marching Baritone	BUYBOARD 712-23, 739-24, & 655-21	693-11-6397-00-861-11-40224 693-11-6639-00-861-11-40224	THELMA CHAPA	314 FINE ARTS
5	05/19/2025	25012093	A-Z BUS TEXAS LLC	\$ 274,201	BUSES FOR TRANSPORTATION 1 - 2024 (or) Newer Blue Bird T3RE 4006	BUYBOARD 722-23	199-34-6631-01-986-99-	KATERINA AGUIRRE	DISTRICT OPERATIONS

## ECISD New Purchase Orders Over \$50,000 Report for May 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
6	05/14/2025	25012034	N-TUNE MUSIC & SOUND INC	\$ 226,300	# 28 PHS BAND BOND INSTRUMENTS 2 - YFH8310ZIS Yamaha Professional Flugelhorn - silver plate 12 - YHR671 Yamaha Geyer Wrap Double Horn 8 - YFH567 Yamaha Double Horn 2 - YBL835 Yamaha Xeno Bass Trombone 3 - YEP642II Yamaha NEO Compensating Euphonium - lacquer 5 - YEP321 Yamaha Intermediate Euphonium - lacquer 5 - 2341W King 4-Valve BBb Tuba w/Case - lacquer 6 - Baritone JBR1101MS JBR1101MS 5 - JSP1110S Jupiter BBb 4-Valve Sousaphone w/Case - silver plate	BUYBOARD 712-23, 739-24, & 655-21	693-11-6639-00-861-11-40224 693-11-6397-00-861-11-40224	THELMA CHAPA	FINE ARTS
7	05/30/2025	25012486	THE SEWELL FAMILY OF COMPANIES INC	\$ 200,170	FORD EXPEDITIONS FOR TRANSPORTATION 3 - 2025 Expedition active 2WD	BUYBOARD 724-23	199-34-6631-01-986-99-	KATERINA AGUIRRE	DISTRICT OPERATIONS
8	05/13/2025	25011969	RODRIGUEZ DRYWALL & PAINT CO	\$ 170,000	BURNET SUMMER BUIDING PAINTING PROPOSAL FOR MATERIAL AND LABOR TO REPAINT ALL INTERIOR WALLS, REFINISH CABINETS AND STAIN GRADE DOORS, REPAINT DOOR JAMBS AND METAL DOORS	ECISD AWARDED 22-38	199-51-6246-00-955-99-	KENT CLARK	MAINTENANCE SERVICES
9	05/13/2025	25011970	RODRIGUEZ DRYWALL & PAINT CO	\$ 130,000	LAMAR SUMMER BUILDING PAINTING PROPOSAL TO FURNISH MATERIAL AND LABOR TO REPAINT ALL INTERIOR WALLS, DOORS, DOORJAMBS AND COMPLETE MISCELLANEOUS PATCH WORK	ECISD AWARDED 22-38	199-51-6246-00-955-99-	KENT CLARK	MAINTENANCE SERVICES
10	05/01/2025	25011312	FROG STREET PRESS LLC	\$ 55,350	CURRICULUM KITS - BURLESON 3 - PRESCHOOL DUAL KIT-4 YEARS 3 - PRESCHOOL ENGLISH KIT-4 YEARS 2 - FROG STREET PRE-K ENGLISH - 4 YEARS 4 - FROG STREET PRE-K DUAL - 4 YEARS	BUYBOARD 748-24	199-11-6396-00-848-36-	LAURA PEREZ	ADVANCED ACADEMIC SERVICES

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
Odessa, Texas

**MEMORANDUM**

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Anthony Sorola, Associate Superintendent

RE: Routine Personnel Report for May 2025

DATE: 5/30/2025

**Elementary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

**Secondary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

**Administrative Level Recommendations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE

**Elementary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
JAMES CHRISTIAN	PE	ROSS ELEMENTARY SCHOOL	5/23/2025
DEBORAH MARRERO	KINDER REG	BLACKSHEAR ELEMENTARY SCHOOL	5/23/2025
ROSALITA GARCIA	GT	ADVANCED ACADEMICS	5/23/2025
BRENT KEY	MUSIC	ROSS ELEMENTARY SCHOOL	5/23/2025
JULIE KEY	FIFTH GRADE REG	ROSS ELEMENTARY SCHOOL	5/23/2025
MELISSA JOHNSON	FOURTH GRADE MCL II	BURNET ELEMENTARY SCHOOL	5/23/2025
JAANI SHROEDER	DYLSLEXIA	MILAM ELEMENTARY SCHOOL	5/23/2025
REBECCA WRIGHT	FOURTH GRADE REG	EK DOWNING ELEMENTARY SCHOOL	5/23/2025
SUZANNE ZUNIGA	KINDER MCL	WEST ELEMENTARY SCHOOL	5/23/2025
SANDRA ALBERICH LOZANO	FOURTH GRADE BILINGUAL	ZAVALA ELEMENTARY SCHOOL	5/23/2025
CHRIS MALDONADO	KINDER REG	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
MARY AYALA	FIFTH BILINGUAL	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
AVERI TEMPLE	FIRST GRADE REG	MILAM ELEMENTARY SCHOOL	5/23/2025
DAVID CABALLERO	FIFTH BILINGUAL	ZAVALA ELEMENTARY SCHOOL	5/23/2025
HOLLY KINCHELOE	SPED CLASS	ROSS ELEMENTARY SCHOOL	5/23/2025
ISMAEL GARCIA CARRILLO	FIFTH BILINGUAL	NOEL ELEMENTARY SCHOOL	5/23/2025
JOSE LUIS VASQUEZ LOPEZ	FIFTH BILINGUAL	EK DOWNING ELEMENTARY SCHOOL	5/23/2025
ARANTEGUI PENAFIEL MADRID	FIRST BILINGUAL	EK DOWNING ELEMENTARY SCHOOL	5/23/2025
JO LOGAN	THIRD GRADE REG	JORDAN ELEMENTARY SCHOOL	5/23/2025
CONRADO RAMIREZ	SECOND GRADE REG	HAYS ELEMENTARY SCHOOL	5/23/2025
MORAYMA VALVERDE	PK BILINGUAL	MILAM ELEMENTARY SCHOOL	5/23/2025
MICHAELA WEGENER	KINDER GRADE REG	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
CHRISTY STARKS	THIRD GRADE REG	MILAM ELEMENTARY SCHOOL	5/23/2025
BAYLEE PRESKEY	READING/DYSLEXIA	BUICE ELEMENTARY SCHOOL	5/23/2025

JANA MITCHELL	SPED	CARVER EARLY EDUCATION CENTER	5/23/2025
ADRIAN SANCHEZ SERRANO	FIRST GRADE REG	CAMERON ELEMENTARY SCHOOL	5/23/2025
MERCEDES RICO MILLAN	FIRST ESL	CAMERON ELEMENTARY SCHOOL	5/23/2025
ROBRET NAVARRETE	SECOND GRADE REG	GONZALES ELEMENTARY SCHOOL	5/23/2025
DEBBIE GALLEMORE	FIRST GRADE REG	REAGAN ELEMENTARY SCHOOL	5/23/2025
SHADIANA HANEY	FIRST GRADE TRT	PEASE ELEMENTARY SCHOOL	5/23/2025
MELISA BURNETT	INSTRUCTIONAL COACH	REAGAN ELEMENTARY SCHOOL	5/23/2025
JOY MENDOZA	FIFTH GRADE REG	MILAM ELEMENTARY SCHOOL	5/23/2025
JOSE FRANCISCO URBANO MORENO	KINDER BILINGUAL	EK DOWNING ELEMENTARY SCHOOL	5/23/2025
GRACIELA ESCAMILLA DE LOZANO	KINDER BILINGUAL	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
ABIGAIL SHAW	MUSIC	GOLIAD ELEMENTARY SCHOOL	5/23/2025
GUADALUPE NIETO ACOSTA	KINDER BILINGUAL	GOLIAD ELEMENTARY SCHOOL	5/23/2025
MARISOL RODRIGUEZ	FIFTH BILINGUAL	SAM HOUSTON ELEMENTARY SCHOOL	5/23/2025
LINDA MORALES	FIRST GRADE REG	GONZALES ELEMENTARY SCHOOL	5/23/2025
NORMA GALINDO	FOURTH GRADE REG	BLACKSHEAR ELEMENTARY SCHOOL	5/23/2025
JANET ROMERO	FOURTH/FIFTH MULTI GRADE	AUSTIN ELEMENTARY SCHOOL	5/23/2025
CASSIE RENFRO	THIRD GRADE REG	BUICE ELEMENTARY SCHOOL	5/23/2025
MARIO MENDOZA	THIRD GRADE REG TRT	WEST ELEMENTARY SCHOOL	5/23/2025
CHASSITY BAUMSTIMLER	FIRST GRADE REG	HAYS ELEMENTARY SCHOOL	5/23/2025
YESSENIA PONCE RIVERA	KINDER REG	GONZALES ELEMENTARY SCHOOL	5/23/2025
BROOK SPARKMAN	FOURTH GRADE MCL I	LBJ ELEMENTARY SCHOOL	5/23/2025
DIANA RICHARDSON	FOURTH GRADE REG	SAN JACINTO ELEMENTARY SCHOOL	5/23/2025
JENNIFER COX	PK REG	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
SOFIA CROUCH	PK REG	CARVER EARLY EDUCATION CENTER	5/23/2025
PRICILA KEY	THIRD BILINGUAL	SAN JACINTO ELEMENTARY SCHOOL	5/23/2025
LAURI FULLER	KINDER REG	BLANTON ELEMENTARY SCHOOL	05/23/205
DEBORAH MOLBY	FIRST GRADE REG	LBJ ELEMENTARY SCHOOL	5/23/2025
SHAYLA YELLEY	FIFTH GRADE REG	STEM	5/23/2025
LESLY MADALENO	SECOND GRADE REG	BUICE ELEMENTARY SCHOOL	5/23/2025
ESMERALDA GONZALES	THIRD GRADE REG	FLY ELEMENTARY SCHOOL	5/23/2025
FRANCES RAMOS	FOURTH/FIFTH MULTI GRADE	AUSTIN ELEMENTARY SCHOOL	5/23/2025
ADRIANA FIERRO	FIRST GRADE REG	GONZALES ELEMENTARY SCHOOL	5/23/2025
TERESA BLACKSTONE	DYSLEXIA	DYSLEXIA	5/23/2025
JOHN LUCIO	FOURTH GRADE REG	WEST ELEMENTARY SCHOOL	5/23/2025
JOLIENA MONTANO	SPED	WEST ELEMENTARY SCHOOL	5/23/2025
REBECCA PLYMELL	PK REG	MILAM ELEMENTARY SCHOOL	5/23/2025
SORAIMA PIRELA	FIFTH BILINGUAL	BLACKSHEAR ELEMENTARY SCHOOL	5/23/2025
TANA SANCHEZ	FOURTH GRADE REG	STEM	5/23/2025
TENILLE REED	SECOND GRADE REG	BUICE ELEMENTARY SCHOOL	5/23/2025
MICHELLE BRAU	MUSIC	BUICE ELEMENTARY SCHOOL	5/23/2025
SHELBI CORNELIUS	FIRST GRADE REG	BUICE ELEMENTARY SCHOOL	5/23/2025
RHONDA ELLINGTON	FOURTH GRADE MCL I	NOEL ELEMENTARY SCHOOL	5/23/2025
ALEJANDRA MOLINA	SECOND GRADE REG	GOLIAD ELEMENTARY SCHOOL	5/23/2025
CHRISTI NICKELS	SECOND GRADE REG	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
ASHLEY MCGEE	KINDER REG	BUICE ELEMENTARY SCHOOL	5/23/2025
VERONICA SAMBRANO	FIFTH GRADE REG	GOLIAD ELEMENTARY SCHOOL	5/23/2025
GABRIELA MARTINEZ	FIRST GRADE REG	REAGAN ELEMENTARY SCHOOL	5/23/2025
DAISY ZAMARRIPA	FOURTH GRADE MCL II	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
DOROTHY SALCIDO	KINDER REG	BLANTON ELEMENTARY SCHOOL	5/23/2025
DORA AMEYAW	FIRST GRADE REG	BLACKSHEAR ELEMENTARY SCHOOL	5/23/2025

GABRIELLA ST. JAMES	SUZUKI VIOLIN	MILAM ELEMENTARY SCHOOL	5/23/2025
ALLISON HUGHES	FOURTH GRADE REG	JORDAN ELEMENTARY SCHOOL	5/23/2025
CLARISE CRISOSTOMO	THIRD GRADE REG	HAYS ELEMENTARY SCHOOL	5/23/2025
DARYL CAMPBELL	PE	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
BRIDGITT ALLEN	THIRD GRADE REG	BLACKSHEAR ELEMENTARY SCHOOL	5/23/2025
MIKAYLA WILLIAMS	THIRD GRADE REG	SAN JACINTO ELEMENTARY SCHOOL	5/23/2025
IRMA MOLINA	THIRD GRADE REG	WEST ELEMENTARY SCHOOL	5/23/2025
CYNTHIA MOSS	FOURTH GRADE REG	BUICE ELEMENTARY SCHOOL	5/23/2025
KARLA GUZMAN PENAFLO	THIRD BILINGUAL	HAYS ELEMENTARY SCHOOL	5/23/2025
QUINISHA JOHNSON	SECOND GRADE REG	BLANTON ELEMENTARY SCHOOL	5/23/2025
MANDY CAMPBELL	SECOND GRADE REG	BLANTON ELEMENTARY SCHOOL	5/23/2025
BRITTANI ESPINO	INSTRUCTIONAL COACH	ALAMO ELEMENTARY SCHOOL	5/23/2025
VANESSA NEVAREZ	FOURTH GRADE MCL II	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
ADRIANA RENTERIA	FIFTH GRADE MCL II	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
NORMA SANCHEZ	FIFTH GRADE REG	CAVAZOS ELEMENTARY SCHOOL	5/23/2025
MACI GREGORY	FIFTH GRADE REG	JORDAN ELEMENTARY SCHOOL	5/23/2025
EDDIE ERWIN	FIFTH GRADE REG	BLANTON ELEMENTARY SCHOOL	5/23/2025
ROBIN POMROY	INSTRUCTIONAL COACH	BLANTON ELEMENTARY SCHOOL	5/23/2025

### Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
DEBBIE GIBS BOYD	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/23/2025
REXANA HUGHES	SCIENCE	BOWIE MIDDLE SCHOOL	5/23/2025
ZONDRA POINTER	SCIENCE	ODESSA HIGH SCHOOL	5/23/2025
SERGIO LAREZ	MATH	ECTOR MIDDLE SCHOOL	5/23/2025
LAURA RUDDOCK	SPED	PERMIAN HIGH SCHOOL	5/23/2025
BREANNE BELL	PE	ECTOR MIDDLE SCHOOL	5/23/2025
LESVIA VELA	ESL FACILITATOR	ODESSA HIGH SCHOOL	5/23/2025
GENE POLOHOCKEY	LANGUAGE	ODESSA HIGH SCHOOL	5/23/2025
INDRA AGUIRRE SANKAR	ORCHESTRA DIRECTOR	ECTOR MIDDLE SCHOOL	5/23/2025
PAUL JONES	TEEN LEADERSHIP	PERMIAN HIGH SCHOOL	5/23/2025
ETHAN WARD	ORCHESTRA DIRECTOR	BONHAM MIDDLE SCHOOL	5/23/2025
BARRY EDMONDSON	ENGLISH	OC TECHS	5/23/2025
SHONDA OWEN	HEALTH SCIENCE TECH	ATC	5/23/2025
ZACHERY CHAVEZ	WELDING	ATC	5/23/2025
DEVON VASQUEZ	SCIENCE	WILSON AND YOUNG MIDDLE SCHOOL	5/23/2025
KELLI ROSE	SCIENCE/COACH	ECTOR MIDDLE SCHOOL	5/23/2025
HILDA CASAS	SPANISH	ODESSA HIGH SCHOOL	5/23/2025
ANTHONY PARRIS	MATH	OC TECHS	5/23/2025
BRANDI FALTUS	SCIENCE	BOWIE MIDDLE SCHOOL	5/23/2025
AMBER PEREZ	ELAR/COACH	WILSON AND YOUNG MIDDLE SCHOOL	5/23/2025
HENRY WILLIAMSON	SOCIAL STUDIES/COACH	BONHAM MIDDLE SCHOOL	5/23/2025
RAYMOND NEWTON	THEATRE ARTS	ODESSA HIGH SCHOOL	5/23/2025
ESPERANZA FLOTTE	SOCIAL STUDIES/COACH	PERMIAN HIGH SCHOOL	5/23/2025
VICKY JONES	SPED	CROCKETT MIDDLE SCHOOL	5/23/2025
RACHEL ADAMS	SPECIAL ASSIGNMENT	PERMIAN HIGH SCHOOL	5/23/2025
JOANN LARA	SPANISH	ODESSA HIGH SCHOOL	5/23/2025
ROSA GLOVER	SCIENCE	ODESSA HIGH SCHOOL	5/23/2025

ROBYN DIMAGGIO	SPED	CROCKETT MIDDLE SCHOOL	5/23/2025
LUVISCA DELIGNY-PAYNE	ELAR	NIMITZ MIDDLE SCHOOL	5/23/2025
DEVONTA MCCLAIN	SCIENCE	BONHAM MIDDLE SCHOOL	5/23/2025
ALEXANDRIA HERNANDEZ	MATH/COACH	BONHAM MIDDLE SCHOOL	5/23/2025
DEYSI OLVERA RAMIREZ	SOCIAL STUDIES/COACH	BONHAM MIDDLE SCHOOL	5/23/2025
SARBAGYA MALLA	COMPUTER SCIENCE	STEM	5/23/2025
AMANDA POINTER	DEPT HEAD/COACH	BOWIE MIDDLE SCHOOL	5/23/2025
HWANWOOK LEE	CHOIR ASST	ODESSA HIGH SCHOOL	5/23/2025
SAMUEL WRIGHT	ENGLISH	ODESSA HIGH SCHOOL	5/23/2025
ELIZABETH GARCIA	SPANISH	PERMIAN HIGH SCHOOL	5/23/2025
RICO RIOS	ART	ODESSA HIGH SCHOOL	5/23/2025
BRIANNE WINFREY	BUSINESS ED	PERMIAN HIGH SCHOOL	5/23/2025
PAULA CULPEPPER	HEALTH SCIENCE TECH	ATC	5/23/2025
LAURA TRAVIS	MATH	PERMIAN HIGH SCHOOL	5/23/2025
TAMARA CONN	CORAL	CROCKETT MIDDLE SCHOOL	5/23/2025
PAUL SANCHEZ	VIDEO TECH INSTRUCTOR	NTO	5/23/2025
MICHAEL HORTON	DEPT HEAD/CTE	ODESSA HIGH SCHOOL	5/23/2025
KRISTINA RIOS	DANCE/PE	DANCE/PE	5/23/2025
JAONATHAN MATTHEWS	ELAR	CROCKETT MIDDLE SCHOOL	5/23/2025
AMANDA HEDDINS	SCIENCE	PERMIAN HIGH SCHOOL	5/23/2025
GABRIELA RAMIREZ	MATH/COACH	WILSON AND YOUNG MIDDLE SCHOOL	5/23/2025
DOUGLAS BRAMLEY	FOREIGN LANGUAGE	CROCKETT MIDDLE SCHOOL	5/23/2025
ANTONIO GONZALEZ	SCIENCE/COACH	ODESSA HIGH SCHOOL	5/23/2025
ASHLEY SIKORA	SPED	PERMIAN HIGH SCHOOL	5/23/2025
RODOLFO RAMIREZ MORALES	MATH	ODESSA HIGH SCHOOL	5/23/2025
PEYTON BICKHAM	SOCIAL STUDIES/COACH	PERMIAN HIGH SCHOOL	5/23/2025
SHALIN CLONCH	DYSLEXIA	NIMITZ MIDDLE SCHOOL	5/23/2025
TYLER SERRATO	BAND DIRECTOR	PERMIAN HIGH SCHOOL	5/29/2025
BRYAN NELMS	DIGITAL GRAPHICS	PERMIAN HIGH SCHOOL	5/23/2025
LEISHA SANCHEZ	HEALTH SCIENCE TECH	ATC	5/23/2025
THOMAS BONDS	SPED/COACH	PERMIAN HIGH SCHOOL	5/23/2025
VICENTE VILLA	ENGLISH	PERMIAN HIGH SCHOOL	5/23/2025
BRAD REPASS	MATH	WILSON AND YOUNG MIDDLE SCHOOL	5/23/2025
MARILOU DURAN	ELAR	ECTOR MIDDLE SCHOOL	5/23/2025
ASHLEY HUCKABAY	ENGLISH	PERMIAN HIGH SCHOOL	5/23/2025
CRISTA MITCHEL	SPED	SPECIAL EDUCATION	5/23/2025
ARYELL AGUIAR	PE/COACH	ODESSA HIGH SCHOOL	5/23/2025
VICTORIA CAMPBELL	ELAR	BOWIE MIDDLE SCHOOL	5/23/2025
MICHAEL HILTON	ROBOTICS/COACH	ECTOR MIDDLE SCHOOL	5/23/2025
MARISSA GORDON	MCL	BOWIE MIDDLE SCHOOL	5/23/2025
JOANNA MONTES	SPANISH	BONHAM MIDDLE SCHOOL	5/23/2025
ANGELA WOOD	SPED	CROCKETT MIDDLE SCHOOL	5/23/2025
SELINA MARCIAS	MTRT	NIMITZ MIDDLE SCHOOL	5/23/2025
BENJAMIN GRIFFIN	BAND DIRECTOR	ECTOR MIDDLE SCHOOL	5/29/2025
LUCIA MONROY	ENGLISH	ODESSA HIGH SCHOOL	5/23/2025
HAYDEN SLUDER	BUSINESS ED/COACH	PERMIAN HIGH SCHOOL	5/23/2025
ODUNAYO BAMISEBI	SCIENCE	BONHAM MIDDLE SCHOOL	5/23/2025

<b>NAME</b>	<b>JOB CLASS</b>	<b>CAMPUS/DEPARTMENT</b>	<b>EFFECTIVE DATE</b>
BRANDI BARTON	ASST PRIN, ELEM	BUICE ELEMENTARY SCHOOL	5/30/2025
KELLY BRINLEE	COUNSELOR, ELEM	BLANTON ELEM SCHOOL	5/30/2025
MELISA BURNETT	ELE CAMPUS INSTRUCTIONAL COACH	REAGAN MAGNET SCHOOL	5/23/2025
ELSA CABALLERO	COUNSELOR, ELEM	AUSTIN ELEMENTARY SCHOOL	5/30/2025
SANDRA CLAIBORNE	DIAGNOSTICIAN	SPECIAL EDUCATION	5/30/2025
ARELY CUELLAR	SPEECH PATH-ASST	SPECIAL EDUCATION	5/2/2025
SHERMAN HALLER	SUPERVISOR, ATC-G CAMPUS	ADVANCED TECHNICAL CENTER	5/29/2025
HANNAH HELDT	SPEECH PATH-ASST	SPECIAL EDUCATION	5/23/2025
VICTORIA IBANEZ	DIAGNOSTICIAN	SPECIAL EDUCATION	5/30/2025
TODD BERRIDGE	DIRECTOR, ORCHESTRA HS	PERMIAN HIGH SCHOOL	5/23/2025