# Agenda of Regular Meeting

## The Board of Trustees
## Ector County Independent School District

---

A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held August 19, 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:
Cameron Elementary School Students Ian Rodriguez, 2nd Grader, and Vanessa Rodriguez, 6th Grader
4. Invocation: Director of Youth & Young Adult Ministries Orel Dawson, First Methodist Church
5. Special Presentations:
Introduction of State VASE Honorees
Announcement of ECISD Named Best Communities for Music Education
Announcement of ECISD Named District of Distinction by Texas Art Educators Association
Recognition of Shijay Sivakumar State Qualifier in UIL Spelling & Vocabulary
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
    - A. Bond 2023 Update 4
    - B. Discussion of and Request for Approval of the Naming of the New Middle School 19
    - C. Discussion of and Request for Approval of Bond 2023 Purchases over $50,000 22
    - D. Discussion of and Request for Approval of Contract with Henthorn Commercial Construction to build the New Transition Learning Center 28
    - E. Discussion of and Request for Approval to Change the Delivery Method for Priority 1 and 2 Roofing Projects from Competitive Sealed Proposal (CSP) to Construction Manager at Risk (CMAR) 233
    - F. Discussion of and Request for Approval of Amendment to the Construction Manager at Risk Contract between ECISD and Teinert Construction for Construction of the New Middle School to include Roofing 234

Projects and The Guaranteed Maximum Price Amendment for Roofing Projects
9. Board Policy
A. Discussion of and Request for Approval of TASB Local Policy Update 125 261
B. Discussion of and Request for Approval of Revisions to Local Board Policy: EFB (LOCAL): Instructional Resources: Library Materials 286
C. Discussion of and Request for Approval of Revisions to Local Board Policy: FD (LOCAL): Admissions 295
D. Discussion of and Request for Approval of Revisions to Local Board Policy: FNCE (LOCAL): Student Conduct: Personal Telecommunications/Electronic Devices 299
10. Action Items
A. Discussion of and Request for Approval of Purchases over $50,000 301
B. Discussion of and Request for Approval of 2025-2026 Budget Amendment #1 313
C. Discussion of and Request for Approval to Enter into Interlocal Agreement with Purchasing Cooperatives (COOPS) and Ector County ISD 317
D. Discussion of and Request for Approval of Application to Renew Optional Flexible School Day Program (OFSDP) 324
11. Consent Agenda 351
A. Request for Approval of Minutes of Meetings 352
B. Request for Approval of Bills for Payment 371
C. Request for Approval of Acceptance of Donations Over $10,000 402
D. Request for Approval of Annual Investment Report 403
E. Request for Approval of Interlocal Agreement between Ector County Independent School District and Communities in Schools of the Permian Basin, Inc. 455
F. Request for Approval of UIL Exemption List for the 2025-2026 School Year 462
G. Request for Approval of Board T-TESS and T-PESS Appraisers for 2025-2026 474
H. Request for Approval of Board T-TESS and T-PESS Calendar for 2025-2026 483
I. Request for Approval of Interlocal Agreement between Ector County ISD and Region 18 for Reading Academies 490
J. Request for Approval of Amendments to Student Code of Conduct 496
K. Request for Approval of Memorandum of Understanding with Odessa College for the Teacher Residency Program 2025-2026 551
L. Request for Approval of Memorandum of Understanding with the University of Texas of the Permian Basin for the Teacher Residency Program 2025-2026 558
M. Request for Approval of Amended Certification of Provision of Instructional Materials Survey 2025-2026 565
N. Request for Approval of Resolution Amending Authorized Representatives for Frost Bank and NexBANK 593

12. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate on the retroactive hiring of Executive Director of Human Resources and Executive Director of Academics)
Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]


A. Request for Approval of Retroactive Personnel Recommendation to Hire Executive Director of Human Resources 594
B. Request for Approval of Retroactive Personnel Recommendation to Hire Executive Director of Academics 595
13. Information Items 596
A. Purchasing Over $50,000 Informational Report 597
B. Routine Personnel Report 606


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

School Board Update

August 2025

# PROJECT IMPLEMENTATION



ECISD BOND 2023

August 2025

# Ector County ISD

## Middle School

CONSTRUCTION UPDATE

**Construction**

- Slab-on-grade Area H
- Site utilities are on-going
- Foundation work is on-going
- Electrical and Plumbing are on-going
- Steel erection is on-going
- Blockwork on-going around auditorium

| COST SUMMARY | |
|---|---|
| Budget: | $120,794,898 |
| Encumbrance: | $80,994,385 |
| Actual: | $25,666,735 |
| Available: | $14,183,778 |
| Percentage Complete: | 21% |

DIFFERENT FROM THE GROUND UP

WWW.GALLAGHERTX.COM

GALLAGHER

# Ector County ISD

## CTE High School

CONSTRUCTION UPDATE

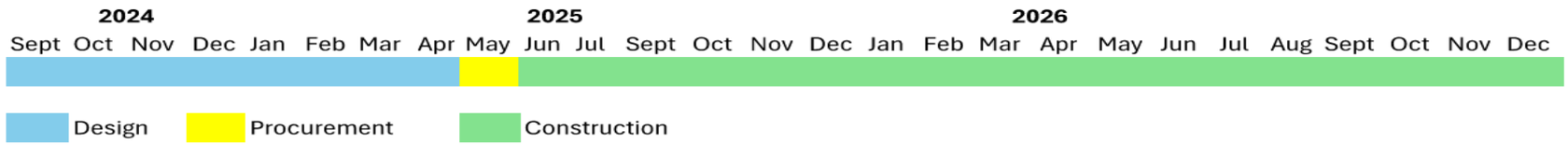
**DESIGN**

- Building Pads are nearing completion
- Site fill is in progress
- Tying rebar for foundations



| COST SUMMARY | |
|---|---|
| Budget: | $93,009,980 |
| Encumbrance: | $88,421,007 |
| Actual: | $4,588,973 |
| Available: | $0 |
| Percentage Complete: | 5% |

**CTE Schedule**




DIFFERENT FROM THE GROUND UP





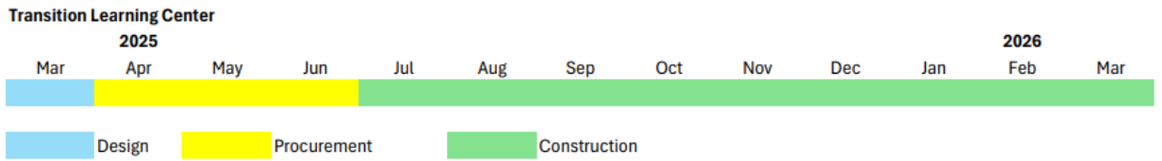
GALLAGHER

August 2025

# Ector County ISD

## Transition Learning Center

| Construction Update | |
|---|---|
| **Design** | |
| Design has been finalized and a contractor is being recommended to the board this evening. | |
| **On-Site Activity** | |
| No on-site activity at this time. | |
| **COST SUMMARY** | |
| Budget | $8,000,000.00 |
| Encumbrance | $6,720,269.00 |
| Actual | $286,175.00 |
| Available | $993,556.00 |
| Percentage Complete | 4.00% |




DIFFERENT FROM THE GROUND UP





GALLAGHER

August 2025

# Ector County ISD

## Permian HS Auditorium Renovations

| Construction Update | |
|---|---|
| **Design** | |
| Design is completely finalized. ECISD is working with Teinert and Parkhill concerning alternates. | |
| **On-Site Activity** | |
| Construction has begun. Teinert has walled off interior sites of construction. We are working with the City of Odessa as we continue the construction. | |
| | 11 |
| **COST SUMMARY** | |
| Budget | $12,500,000.00 |
| Encumbrance | $10,110,578.00 |
| Actual | $645,739.00 |
| Available | $1,743,683.00 |
| Percentage Complete | 5.00% |

July 2024 – April 2025
Design

→

April – May 2025
Procurement

→

June 2025 – May 2026
Construction

August 2025

# Ector County ISD

## Permian JROTC Facility

| Construction Update |
|---|
| **Design** |
| Design is completely finalized. |
| **On-Site Activity** |
| Mid-Tex has begun on-site construction mainly in earthwork as they prepare to pour foundation. Pole vault pad is being moved. |

| COST SUMMARY | |
|---|---|
| Budget | $1,508,563.00 |
| Encumbrance | $1,379,937.00 |
| Actual | $128,625.00 |
| Available | $1.00 |
| Percentage Complete | 9.00% |

August 2024 – January 2025
Design

→

January – April 2025
Procurement

→

May 2025 – January 2026
Construction

June 2025

# Ector County ISD

## CTE – Ag Farm

SOUTHWEST PERSPECTIVE

| Construction Update | |
|---|---|
| **Design** | |
| Design has been finalized and a contractor is being recommended to the board this evening. | |
| **On-Site Activity** | |
| No on-site activity at this time. | |
| | 13 |
| **COST SUMMARY** | |
| Budget | $7,500,000.00 |
| Encumbrance | $100,384.00 |
| Actual | $311,002.00 |
| Available | $7,088,614.00 |
| Percentage Complete | 4.00% |

July 2024 – March 2025
Design

→

May - July 2025
Procurement

→

August 2025 – June 2026
Construction

# Technology Update

**PA, Bell, Alarm and Clock Refresh**

- Eight schools have reached 100% completion.
- Odessa High School was completed over the summer.
- Cabling will begin next at Downing, Buice, and West Elementary Schools.

Two 85-inch monitors

14

**Surveillance**

- Three surveillance walls have been installed at ECISD PD.
- These walls will be monitored by police department staff to help ECISD better respond to situations and promote safety of the police department, campus administration, and students.
- Project completion is at 50%.

ECISD BOND 2023

# Fine Arts Update

**Classroom Instruments**

- 1408 instruments have been ordered.
- 1080 have arrived.
- $2,651,757 has been spent – which is about 72% of the budget.

15

**Middle School Risers**

- Project will be complete by the end of the Fall semester.

ECISD BOND 2023

# FINANCE



ECISD
BOND 2023

## ECISD Bond 2023
## Costs by Project
## as of 8/1/2025

Ector County Independent School District

| Notes | Project Name | Initial Project Budget | Moved Budget | Adjusted Budget | Actual Paid 2023/2024 | Actual Paid 2024/2025 | Actual Paid 2025/2026 | Purchase Orders Encumbrance | Remaining Available | Percentage Utilized | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | MIDDLE SCHOOL | 120,000,000 | 794,898 | 120,794,898 | 2,490,112 | 23,176,623 | | 80,944,385 | 14,183,778 | 21% | |
| 2 | PRIORITY 1&2 ITEMS | 117,783,000 | | 117,783,000 | 187,989 | 3,147,420 | 16,646 | 6,293,964 | 108,136,981 | 3% | |
| 3 | HS/CTE CENTER | 80,000,000 | 13,009,980 | 93,009,980 | 398,966 | 4,190,007 | | 88,421,007 | (0) | 5% | |
| 4 | TRANSPORTATION FACILITY | 35,000,000 | (10,000,000) | 25,000,000 | 47,250 | 5,320,537 | | 1,429,501 | 18,202,712 | 21% | |
| 5 | AUDITORIUM RENO-PHS | 12,500,000 | | 12,500,000 | | 612,239 | 33,500 | 10,110,578 | 1,743,683 | 5% | |
| 6 | TECHNOLOGY-PA, BELL, CLOCK, FA SYS | 10,000,000 | | 10,000,000 | | 4,564,246 | | 3,112,276 | 2,323,478 | 46% | |
| 7 | LAND PURCHASE | 9,000,000 | (3,813,441) | 5,186,559 | 16,988 | 75,730 | | 1,000 | 5,092,842 | 2% | |
| 8 | TRANSITION LEARNING CENTER | 8,000,000 | | 8,000,000 | | 286,175 | | 6,720,269 | 993,556 | 4% | |
| 9 | AG FARM BUILDINGS-CTE | 7,500,000 | | 7,500,000 | | 311,002 | | 100,384 | 7,088,614 | 4% | |
| 10 | TECHNOLOGY ITEMS-SURVEILLANCE | 6,000,000 | | 6,000,000 | | 4,656,069 | | 576,032 | 767,899 | 78% | |
| 11 | FINE ARTS INSTRUMENTS | 3,665,000 | | 3,665,000 | 299,663 | 1,603,320 | | 546,416 | 1,215,601 | 52% | |
| 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 | | - | | - | 2,450,000 | 0% | |
| 15 | JROTC FACILITY | 1,500,000 | 8,563 | 1,508,563 | | 128,625 | | 1,379,937 | 1 | 9% | |
| 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 | 1% | |
| 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 | | 82,018 | | - | 67,982 | 55% | |
| | **Totals** | $ 424,263,000 | $ - | $ 424,263,000 | $ 7,080,306 | $ 51,214,153 | $ 50,146 | $ 199,636,748 | $ 166,281,648 | | |
| | **Percent** | 100% | 0% | 0% | 2% | 12% | 0% | 47% | 39% | | |

Notes:

1 Moved MS land costs and matching budget from land project to MS project totaling $794,898.

3 Unused funds of $10m from the Transportation Facility and unused funds of $3,009,980 from land purchase were reallocated to the CTE High School.

3 CTE High School donation from PSP of an additional $10 million is accounted for separately in Fund 468 so that it is not commingled with bond funds.

4 Moved budget of $10m to CTE High School.

7 Unused funds from land purchased were reallocated as follows: MS $794,898; CTE HS $3,009,980, and $8,563 for JROTC facility.

15 Moved from land project to ROTC facility to cover slight increase in cost of $8,563.

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:** Anthony Sorola, Associate Superintendent

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF THE NAMING OF THE NEW MIDDLE SCHOOL.**

**DATE:** August 19, 2025

---

**Committee Members:**

1. Steve Tercero
2. Jeanette Fierro
3. Shelia Stevenson
4. Sierra Searcy
5. Linda Anglley
6. Samantha Saenz
7. Jeff Waugh
8. Staci Ashley
9. Kevin Searcy
10. Wayne Byrd

**********

Administrative Recommendation:

Approval of the Naming of the New Middle School.

**Guidelines**

The following guidelines shall be used in the naming of school buildings or other facilities in the District:

1. Facilities may be named for persons who served the District or community, especially in service to children.
2. Facilities may be named for any local, state, or national heroic figure.
3. Facilities may be named for an individual who is living or deceased.
4. Facilities may be named for local residential or geographical areas or state national landmarks.
5. A nominee shall have made a significant contribution to society and/or education and his or her name shall lend prestige and status to an institution of learning.
6. The nominee must represent exemplary human qualities that can serve as a model of excellence for the students who will attend the school.

**Recommendation Process**

The Board may request the Superintendent to solicit recommendations of names from staff, students, and the community when, in the opinion of the Board, this process is advisable. Recommendations shall be submitted to the Board through the Superintendent. The supporting data shall include a succinct description of the nominee's contributions, why these are important, and any pertinent history that should be considered.

**Committee**

Recommendations of names shall be submitted to a committee composed of the following representatives:

1. Two members of the Education Foundation, as selected by the members of the Education Foundation.
2. Two members appointed by the Board.
3. Three community representatives who reside within the District and have been selected by the District's Continuous Improvement Team.
4. Three parent representatives who reside within the District and have been selected by the District's Continuous Improvement Team.

The committee shall be chaired by the Superintendent or designee. The committee shall submit to the Board one or more recommended names for each campus or facility to be named.

**Board Decision** The responsibility for the final decision in naming facilities rests with the Board. At a regularly scheduled meeting, the Board shall officially select a name from the list of recommendations submitted by the committee for each campus or facility to be named.

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

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

**DATE:** August 19, 2025

---

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

**********

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

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

| Item | Vendor(s) | Estimated Contract Price | Funding | Requestor/Department | Reference | Service/ Product | Service/Product Summary | Contract Term |
|---|---|---|---|---|---|---|---|---|
| **1B** | Amstar, Inc.<br>Henthorn Commercial Construction<br>LMC Corporation<br>Lopez and Son's, Inc.<br>Mid-Tex of Midland, Inc.<br>SDB Contracting Services<br>Tommy Klein Construction, Inc.<br>WR Construction, Inc. | $ 20,000,000 | Bond Funds 693 | Exalander Magallan District Operations | RENEWAL ECISD AWARDED RFP 24-31 ADDENDUM 1 1 OF 4 OPTIONAL RENEWALS | Job Order Contracting General Construction Services | ECISD will be utilizing general contractors to address and resolve priority 1 and 2 issues. | 2025-2026 |
| **2B** | Henthorn Commercial Construction | $ 7,099,000 | Bond Funds 693 | Exalander Magallan District Operations | ECISD AWARDED RFP 26-01 | Ag-Farm Facility | Build a new Ag Farm Facility. This project will add a considerable amount of square footage along with upgraded areas for students to learn and care for the animals. | 2025-2028 |
| 3B | Copperhead Electric Services LLC<br>D&E Electric<br>Dennard Electric | $ 3,000,000 | Bond Funds 693 | Exalander Magallan District Operations | RENEWAL ECISD AWARDED RFP 24-34 ADDENDUM 1 1 OF 4 OPTIONAL RENEWALS | Job Order Contracting Electrical Services | ECISD will be utilizing electrical contractors to address and resolve priority 1 and 2 electrical issues. | 2025-2026 |



Board Approval:_____



Date: 8/19/2025

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

**Renewal RFP # 24-31 Job Order Contracting Services for General Construction** – **1** of **4** Optional Renewals

- **Purpose:** District Operations is seeking to utilize the general contractors from the awarded pool for Bond related Priority 1 and Priority 2 construction projects. This is for the 2025-2026 fiscal year.
- **Background Info:** As part of the bond package, The Ector County ISD will be utilizing general contractors to address and resolve priority 1 and priority 2 projects. This will include, but is not limited to, roofing projects.
- **Costs:** $20,000,000
- **Funding Source:** 693 – Bond Fund
- **Recommended Supplier/Service Provider(s):**
    - Amstar, Inc.
    - Henthorn Commercial Construction
    - LMC Corporation
    - Lopez and Son's, Inc.
    - Mid-Tex of Midland, Inc.
    - SDB Contracting Services
    - Tommy Klein Construction, Inc.
    - WR Construction, Inc.

Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

**Board Approval** **Date**

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

## RFP 26-01 Ag-Farm Facility

- **Purpose:** The awarded vendor will be the general contractor of the project to build a new Ag Farm Facility – which includes an academic building, two barns, and an arena – as part of the 2023 bond package.

- **Background Info:** ECISD has been working with architects and engineers at the Parkhill Group for the past year to design a new Ag Farm Facility as part of the 2023 bond package. This project will add a considerable amount of square footage along with upgraded areas for students to learn and care for the animals.

- **Costs:** $7,099,000

- **Funding Source:** 693 – Bond Fund

- **Recommended Supplier/Service Provider(s):**
    - Henthorn Commercial Construction

**Board Approval** _____ **Date** _____

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**ODESSA, TEXAS**
26-01 Addendum 3 (Ag-Farm Facility)
**SCORE SHEET**
Closed: July 30, 2025 1:00PM

Consolidated

44.031b

| Criteria | Suppliers | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Amstar, Inc | Banes General Contractors, Inc | Fletco Construction | Henthorn Commercial Construction | McGough Construction | OPREX Construction | Quality Gate & Controls, LLC | Tegrity Contractors Inc |
| Evaluator 1 | 90 | 68 | 86 | 94 | 70 | 82 | NS | 77 |
| Evaluator 2 | 89 | 48 | 75 | 89 | 56 | 77 | NS | 73 |
| Evaluator 3 | 89 | 74 | 84 | 97 | 77 | 90 | NS | 82 |
| Evaluator 4 | 61 | 75 | 83 | 95 | 78 | 85 | NS | 82 |
| Evaluator 5 | 88 | 46 | 79 | 92 | 45 | 69 | NS | 72 |
| Evaluator 6 | 76 | 68 | 72 | 90 | 60 | 75 | NS | 68 |
| Evaluator 7 | 87 | 75 | 74 | 87 | 75 | 74 | NS | 75 |
| **Total** | **580** | **454** | **553** | **644** | **461** | **552** | **NS** | **529** |
| **Average** | **83** | **65** | **79** | **92** | **66** | **79** | **NS** | **76** |

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

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

- **Purpose:** District Operations is seeking to utilize the electrical contractors from the awarded pool for Bond related Priority 1 and Priority 2 construction projects. This is for the 2025-2026 fiscal year.
- **Background Info:** As part of the bond package, The Ector County ISD will be utilizing electrical contractors to address and resolve priority 1 and priority 2 projects that need electrical work.
- **Costs:** $3,000,000
- **Funding Source:** 693 – Bond Fund
- **Recommended Supplier/Service Provider(s):**
    - Copperhead Electric Services LLC
    - D&E Electric
    - Dennard Electric

Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

**Board Approval** **Date**

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent – District Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF CONTRACT WITH HENTHORN COMMERCIAL CONSTRUCTION TO BUILD THE NEW TRANSITION LEARNING CENTER**

**DATE:** August 19, 2025

---

The Administration requests that the Board approve the contract with Henthorn Commercial Construction to act as the general contractor in building the new Transition Learning Center as part of the 2023 ECISD Bond Program. The cost will be $6,195,000.

**********

Administrative Recommendation:

Approval of Henthorn Commercial Construction Contract

# AIA® Document A101® – 2017

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

**AGREEMENT** made as of the 19th day of August in the year 2025
*(In words, indicate day, month and year.)*

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

Ector County ISD
802 N Sam Houston
Odessa, TX 79762

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

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

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

ECISD Transitional Learning Center RFP #25-24
200 W 9th Street
Odessa, TX 79761

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

DLR Group
1000 Louisiana Street, Suite 1100
Houston, Texas 77002

The Owner and Contractor agree as follows.

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

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

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

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

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

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

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

(1718899787)

**TABLE OF ARTICLES**


1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT C Owner Controlled Insurance Program (OCIP) Manual


## ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

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

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




AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

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

## ARTICLE 2 THE WORK OF THIS CONTRACT

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

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

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

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed to be dated August 19, 2025. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

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

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than 335 ( Three Hundred and Thirty-Five Days ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

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

| Portion of Work | Substantial Completion Date |
|---|---|
| N/A | |

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

The substantial completion date

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million One Hundred Ninety-five Thousand Dollars and Zero Cents ($ 6,195,000.00 ), subject to additions and deductions as provided in the Contract Documents.


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

(*Note: Optional Paragraph*)
**§ 4.1.1** The Contract Sum contains an Owner's Contingency in the amount of $350,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

**§ 4.2 Alternates**

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

| Item | Price |
|---|---|
| N/A | |

*(Table deleted)*
*(Paragraphs deleted)*

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| N/A | |

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

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

**§ 4.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

$500/Day Five Hundred Dollars per Day.

"§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to $500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

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

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

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

None

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

**§ 5.1.3** The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

**.1** That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

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

**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

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

**.1** The aggregate of any amounts previously paid by the Owner;

**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

**.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and

**.5** Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5% )

**§ 5.1.7.1.1**
*(Paragraphs deleted)*
[*Intentionally deleted*]

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

NONE

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


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

**§ 5.1.8** [*Intentionally deleted*]

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

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

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

**§ 5.2 Final Payment**

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

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

**.2** the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017

**.3** a final Certificate for Payment has been issued by the Architect; and

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

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

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest

*(Paragraphs deleted)*

pursuant to Texas Government Code Section 2251.025.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

*(Paragraphs deleted)*

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

**§ 6.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

*(Paragraphs deleted)*

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


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Pablo Herrera
Gallagher Construction Company
15115 Park Row St, Suite 340
Houston, TX 77084
945-214-0530
pablo.herrera@gallaghertx.com

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

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

Bryan Walters
2011 Ave C
Lubbock, TX 79404
bryan@henthorncommercial.com
806-548-2079

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

**§ 8.5.1** The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit C.

**§ 8.5.1.1** The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Workers Compensation, Employer's Liability, Commercial General Liability and Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

**§ 8.5.1.2** While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

**§ 8.5.1.3** Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

**§ 8.5.1.4** Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

**§ 8.5.2** The Contractor shall provide bonds as set forth elsewhere in the Contract Documents and in compliance with Texas Government Code. Chapter 2253.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given as set forth below:
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, to Bryan Walters, Project Manager Henthorn Commercial Construction, LLC - bryan@henthorncommercial.com

**§ 8.7** Other provisions:

**§ 8.7.1** The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

**§ 8.7.2** As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

**§ 8.7.3** Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 8.7.4** Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

**§ 8.7.5** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

**§ 8.7.6** Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.
**§ 8.7.7** Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

**§ 8.7.8** Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

**§ 8.7.9** Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

**§ 8.7.10** The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

**§ 8.7.11** This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

**§ 8.7.12** Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

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

**§ 8.7.14** By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

**§ 8.7.15** Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

**§ 8.7.16** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

**.1** The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;

**.2** The special shoring requirements, if any, of the Owner; and

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

**.4** Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

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

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


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

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

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

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

**§ 8.7.22**

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,

.3 On completion of the Contract, either:

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

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


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

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

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

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

**.2** Exhibit C, Owner Controlled Insurance Program (OCIP) Manual

**.3** AIA Document A201™–2017, General Conditions of the Contract for

*(Paragraphs deleted)*

Construction, as modified for this project

**.4** [*Intentionally deleted*]

**.5** Drawings

| Number | Title | Date |
|---|---|---|
| See Exhibit A | | |

**.6** Specifications

| Section | Title | Date | Pages |
|---|---|---|---|
| See Exhibit B | | | |

**.7** Addenda, if any:

| Number | Date | Pages |
|---|---|---|
| | | |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8** Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[ **C** ] OCIP Manual

| Title | Date | Pages |
|---|---|---|
| Exhibit C | | |

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1718899787)

**.9** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

RFP/CONTRACTOR'S PROPOSAL

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

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| Dr. Keeley Boyer Superintendent | Bryan Walters Senior Project Manager |
| *(Printed name and title)* | *(Printed name and title)* |


AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

# *Additions and Deletions Report for*

*AIA® Document A101® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:04:12 on 08/15/2025.

**PAGE 1**

**AGREEMENT** made as of the 19th day of August in the year 2025

...

Ector County ISD
802 N Sam Houston
Odessa, TX 79762

...

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

...

ECISD Transitional Learning Center RFP #25-24
200 W 9th Street
Odessa, TX 79761

...

DLR Group
1000 Louisiana Street, Suite 1100
Houston, Texas 77002

...

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

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

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

**PAGE 2**

**EXHIBIT ~~A INSURANCE AND BONDS~~C Owner Controlled Insurance Program (OCIP) Manual**

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

...

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

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

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

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

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

**PAGE 3**

[ **X** ] Established as follows:

...

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed to be dated August 19, 2025. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

...

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

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

...

[ **X** ] Not later than 335 ( Three Hundred and Thirty-Five Days ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

...

N/A

...

The substantial completion date

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million One Hundred Ninety-five Thousand Dollars and Zero Cents ($ 6,195,000.00 ), subject to additions and deductions as provided in the Contract Documents.
(*Note: Optional Paragraph*)
**§ 4.1.1** The Contract Sum contains an Owner's Contingency in the amount of $350,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

**PAGE 4**

N/A

~~**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.~~
~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

| ~~Item~~ | ~~Price~~ | ~~Conditions for Acceptance~~ |
|---|---|---|

...

N/A

...

N/A

...

$500/Day Five Hundred Dollars per Day.

"§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and



Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to $500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

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

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

**PAGE 5**

None

...

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

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

month.

**§ 5.1.3** ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

...

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract ~~Sum~~ Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
**PAGE 6**

**.1** That portion of the Contract Sum properly allocable to completed ~~Work;~~Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

...

**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified.~~justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

...

**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017;~~ A201–2017 or amounts certified by the Architect and disputed by the Owner; and

...

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

...

Five Percent (5% )

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

[*Intentionally deleted*]

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

...

NONE

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this ~~Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

**§ 5.1.8** ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~[*Intentionally deleted*]

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

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

**§ 5.1.11** If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.
**PAGE 7**

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

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

**.2** the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017

~~**.2**~~ **.3** a final Certificate for Payment has been issued by the ~~Architect.~~Architect; and

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

**§ 5.2.2** The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after ~~the issuance of the Architect's final Certificate for Payment, or as follows:~~
Owner's Board of Trustees' vote approving Final Payment.

...

Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
~~*(Insert rate of interest agreed upon, if any.)*~~

~~—%~~ pursuant to Texas Government Code Section 2251.025.

...

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

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

**§ 6.2 ~~Binding Dispute Resolution~~**

~~For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box.)*~~

~~[ – ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

~~[ – ] Litigation in a court of competent jurisdiction~~

~~[ – ] Other *(Specify)*~~

**~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~**[Intentionally deleted]

...

**~~§ 7.1.1~~** ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

**PAGE 8**

Pablo Herrera
Gallagher Construction Company
15115 Park Row St, Suite 340
Houston, TX 77084
945-214-0530
pablo.herrera@gallaghertx.com

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

...

Bryan Walters
2011 Ave C
Lubbock, TX 79404
bryan@henthorncommercial.com
806-548-2079

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

...

**§ 8.5.1** The Owner ~~and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit C.

**§ 8.5.1.1** The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Workers Compensation, Employer's Liability, Commercial General Liability and Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

**§ 8.5.1.2** While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

**§ 8.5.1.3** Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

**§ 8.5.1.4** Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

**§ 8.5.2** The Contractor shall provide bonds as set forth ~~in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.~~elsewhere in the Contract Documents and in compliance with Texas Government Code. Chapter 2253.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given ~~in accordance with a building information modeling exhibit, if completed, or~~ as ~~otherwise~~ set forth below:
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, to Bryan Walters, Project Manager Henthorn Commercial Construction, LLC - bryan@henthorncommercial.com
**PAGE 9**

**§ 8.7.1** The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

**§ 8.7.2** As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

**§ 8.7.3** Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 8.7.4** Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

**§ 8.7.5** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

**§ 8.7.6** Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

**§ 8.7.7** Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

**§ 8.7.8** Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

**§ 8.7.9** Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

**§ 8.7.10** The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

**§ 8.7.11** This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

**§ 8.7.12** Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

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

**§ 8.7.14** By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

**§ 8.7.15** Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

**§ 8.7.16** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

**.1** The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

**.2** The special shoring requirements, if any, of the Owner; and

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

**.4** Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

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

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

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

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

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

**§ 8.7.22**

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,

.3 On completion of the Contract, either:

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

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

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

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

**PAGE 12**

**.2** ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ Exhibit C, Owner Controlled Insurance Program (OCIP) Manual

**.3** AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~

~~**.4** Building information modeling exhibit, dated as indicated below:~~

~~(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~Construction, as modified for this project

**.4** [*Intentionally deleted*]

...

See Exhibit A

...

See Exhibit B

...

[ ] ~~The Sustainability Plan:~~ **C** ] OCIP Manual

...

Exhibit C

**PAGE 13**

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

RFP/CONTRACTOR'S PROPOSAL

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

...

| | |
|---|---|
| Dr. Keeley Boyer Superintendent | Bryan Walters Senior Project Manager |

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Liz Lonngren, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:04:12 on 08/15/2025 under Order No. 20250123951 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:04:12 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1718899787)

**GENERAL**
G0.1 COVER SHEET
G1.1 GENERAL NOTES, SYMBOLS AND ABBREVIATIONS

**CODE**
CP1.0 LEVEL 01 - CODE PLAN

**CIVIL & LANDSCAPE**
C0.0 PLAT
C1.0 EXISTING CONDITIONS
C2.0 MASTER PLAN
C3.0 DIMENSIONS PLAN
C4.0 GRADING PLAN
C5.0 SWPPP PLAN
C5.1 SWPPP DETAILS
C5.2 SWPPP DETAILS
C6.0 PAVING DETAILS
L1.0 LAYOUT PLAN
L2.0 LANDSCAPE PLAN
L3.0 IRRIGATED AREAS PLAN
L4.0 LANDSCAPE DETAILS
L4.1 LANDSCAPE DETAILS

**STRUCTURAL**
S0.1 GENERAL STRUCTURAL NOTES
S0.2 GENERAL STRUCTURAL NOTES & SPECIAL INSPECTIONS
S0.3 GENERAL STRUCTURAL NOTES, SYMBOLS & ABBREVIATIONS
S1.1 FOUNDATION PLAN
S1.2 MEZZANINE FRAMING PLAN
S1.3 ROOF FRAMING PLAN
S3.1 STRUCTURAL DETAILS
S3.2 CONCRETE SECTIONS & DETAILS

**ARCHITECTURAL**
A0.1 GENERAL NOTES, ARCHITECTURAL SYMBOLS & ABBREVIATIONS
A1.1 LEVEL 01 - FLOOR PLAN
A1.2 ROOF PLAN
A2.1 ENLARGED FLOOR PLANS
A2.2 ENLARGED FLOOR PLANS
A2.4 ENLARGED FLOOR PLANS
A3.1 LEVEL 01 - REFLECTED CEILING PLAN
A4.1 EXTERIOR ELEVATIONS
A5.1 BUILDING SECTIONS
A6.1 WALL SECTIONS
A8.1 PARTITION TYPES
A8.2 OPENINGS TYPES, SCHEDULES & DETAILS
A9.1 EXTERIOR DETAILS
A10.1 INTERIOR ELEVATIONS
A10.2 INTERIOR ELEVATIONS
A15.0 ALTERNATE 01
AS1.1 ARCHITECTURAL SITE PLAN
AS1.2 ARCHITECTURAL SITE DETAILS
ASD1.0 ARCHITECTURAL SITE DEMO PLAN

**INTERIORS**
A11.1 INTERIOR SECTION DETAILS
A11.2 INTERIOR SECTION DETAILS
A11.3 INTERIOR PLAN & SECTION DETAILS
A12.0 FINISH SCHEDULES

A12.1 LEVEL 01 - FINISH PLAN
A13.1 LEVEL 01 - FF&E PLAN & SCHEDULE
A14.1 LEVEL 01 - SIGNAGE PLAN
A14.2 SIGNAGE DETAILS

**PLUMBING**
P0.1 PLUMBING GENERAL NOTES & SYMBOLS
P0.2 PLUMBING ABBREVIATIONS
P1.1 LEVEL 01 - UNDERGROUND PLUMBING PLAN
P2.1 LEVEL 01 - PLUMBING PLAN
P2.2 ROOF - PLUMBING PLAN
P3.1 LEVEL 01 - ENLARGED PLUMBING PLAN
P4.1 WASTE & VENT RISER DIAGRAMS
P4.2 DOMESTIC RISER DIAGRAM
P5.1 PLUMBING DETAILS
P5.2 PLUMBING DETAILS

**MECHANICAL**
M0.1 MECHANICAL GENERAL NOTES & SYMBOLS
M0.2 MECHANICAL ABBREVIATIONS
M1.1 LEVEL 01 - HVAC PLAN
M1.2 ROOF PLAN - HVAC
M2.1 LEVEL 01 - PIPING PLAN
M4.1 MECHANICAL SECTIONS & ENLARGED VIEWS
M5.1 CONTROLS DIAGRAMS
M7.1 MECHANICAL DETAILS
M8.1 MECHANICAL SCHEDULES
P6.1 PLUMBING SCHEDULES

**ELECTRICAL**
E0.1 ELECTRICAL SYMBOLS
E0.2 ELECTRICAL ABBREVIATIONS & NOTES
ES0.1 ELECTRICAL SITE PLAN
E1.1 LIGHTING PLAN
E2.1 POWER PLAN
E3.1 SPECIAL SYSTEMS PLAN
E4.1 ENLARGED PLANS
E5.1 ELECTRICAL DIAGRAMS
E6.1 ELECTRICAL DETAILS
E7.1 ELECTRICAL SCHEDULES
E7.2 ELECTRICAL SCHEDULES
E7.3 ELECTRICAL SCHEDULES

**SECTION 000110 – TABLE OF CONTENTS**

**PROJECT FILES**

PROJECTFILE HOW TO VIEW & UPDATE STATUS FLAGS IN VISISPECS.PDF
PROJECTFILE PARAMETER USES & HOW-TO.PDF
PROJECTFILE STATUS FLAG COLOR GUIDE.PDF

**COVER & TABLE OF CONTENTS**

000000 COVER PAGE
000001 SPEC TITLE PAGE
000110 TABLE OF CONTENTS

**DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS**

001113 ADVERTISEMENT TO BID
002113 INSTRUCTIONS TO BIDDERS
002600 PROCUREMENT SUBSTITUTION PROCEDURES
003132 GEOTECHNICAL DATA
003132A GEOTECHNICAL ENGINEERING REPORT
004113 BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)
006000 PROJECT FORMS

**DIVISION 01 — GENERAL REQUIREMENTS**

011000 SUMMARY
012100 ALLOWANCES
012500 SUBSTITUTION PROCEDURES
012600 CONTRACT MODIFICATION PROCEDURES
012900 PAYMENT PROCEDURES
013100 PROJECT MANAGEMENT AND COORDINATION
013200 CONSTRUCTION PROGRESS DOCUMENTATION
013233 PHOTOGRAPHIC DOCUMENTATION
013300 SUBMITTAL PROCEDURES
014000 QUALITY REQUIREMENTS
014200 REFERENCES
014339 MOCKUPS
015000 TEMPORARY FACILITIES AND CONTROLS
015639 TEMPORARY TREE AND PLANT PROTECTION
016000 PRODUCT REQUIREMENTS
017300 EXECUTION
017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700 CLOSEOUT PROCEDURES
017700.11 CLOSEOUT PROCEDURES FORMS
017823 OPERATION AND MAINTENANCE DATA
017839 PROJECT RECORD DOCUMENTS
017900 DEMONSTRATION AND TRAINING
019113 GENERAL COMMISSIONING

**DIVISION 02 — EXISTING CONDITIONS**

024100 SITE DEMOLITION

**DIVISION 03 — CONCRETE**

031000 CONCRETE FORMING AND ACCESSORIES
033000 CAST-IN-PLACE CONCRETE
033543 CONCRETE FINISHING

**DIVISION 04 — MASONRY**

042200 CONCRETE UNIT MASONRY

**DIVISION 05 — METALS**

051200 STRUCTURAL STEEL
053100 STEEL DECKING
054000 COLD-FORMED METAL FRAMING
055000 METAL FABRICATIONS

**DIVISION 06 — WOOD, PLASTICS, AND COMPOSITES**

061000 ROUGH CARPENTRY
064116 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS
064200 PREFINISHED WOOD PANELING
066400 PLASTIC PANELING

**DIVISION 07 — THERMAL AND MOISTURE PROTECTION**

071416 COLD FLUID-APPLIED WATERPROOFING
071900 WATER REPELLENTS
072100 THERMAL INSULATION
072600 VAPOR RETARDERS
072726 FLUID-APPLIED MEMBRANE AIR BARRIERS
076200 SHEET METAL FLASHING AND TRIM
076500 SELF-ADHESIVE MEMBRANE (S.A.M.)
077200 ROOF ACCESSORIES
079000 JOINT PROTECTION
079200 JOINT SEALANTS

**DIVISION 08 — OPENINGS**

081113 HOLLOW METAL DOORS AND FRAMES
081416 FLUSH WOOD DOORS
083113 ACCESS DOORS AND FRAMES
083323 OVERHEAD COILING DOORS
084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100 DOOR HARDWARE
088000 GLAZING
089119 FIXED LOUVERS

**DIVISION 09 — FINISHES**

092216 NON-STRUCTURAL METAL FRAMING
092900 GYPSUM BOARD
093013 CERAMIC TILING
095113 ACOUSTICAL PANEL CEILINGS
095421 METAL PAN CEILINGS
096513 RESILIENT BASE AND ACCESSORIES
096723 RESINOUS FLOORING
096813 TILE CARPETING
097200 DRY-ERASE WALLCOVERINGS
099113 EXTERIOR PAINTING
099123 INTERIOR PAINTING
099300 STAINING AND TRANSPARENT FINISHING
099600 HIGH-PERFORMANCE COATINGS

**DIVISION 10 — SPECIALTIES**

101400 SIGNAGE
101419 DIMENSIONAL LETTER SIGNAGE
102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
104413 FIRE PROTECTION CABINETS
104416 FIRE EXTINGUISHERS
107080 SUNSHADES
107113 EXTERIOR SHADE CANOPIES

**DIVISION 11 — EQUIPMENT**

116623 GYMNASIUM EQUIPMENT
116803 ATHLETIC EQUIPMENT
118129 FACILITY FALL PROTECTION

**DIVISION 12 — FURNISHINGS**

122200 CURTAINS AND DRAPES
122413 ROLLER WINDOW SHADES
123616 METAL COUNTERTOPS
123661.16 SOLID SURFACING

**DIVISION 13 — SPECIAL CONSTRUCTION**

133419 METAL BUILDING SYSTEMS

**DIVISION 14 — CONVEYING EQUIPMENT**

NOT USED

**DIVISION 20 — MECHANICAL SUPPORT**

NOT USED

**DIVISION 21 — FIRE SUPPRESSION**

NOT USED

**DIVISION 22 — PLUMBING**

220500 COMMON WORK RESULTS FOR PLUMBING
220523 GENERAL-DUTY VALVES FOR PLUMBING PIPING
220529 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
220548.13 VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
220719 PLUMBING PIPING INSULATION
220800 COMMISSIONING OF PLUMBING
221116 DOMESTIC WATER PIPING
221119 DOMESTIC WATER PIPING SPECIALTIES
221123.21 INLINE, DOMESTIC-WATER PUMPS
221316 SANITARY WASTE AND VENT PIPING
221319 SANITARY WASTE PIPING SPECIALTIES
221323 SANITARY WASTE INTERCEPTORS
223333 ELECTRIC WATER HEATERS
223400 FUEL-FIRED, DOMESTIC-WATER HEATERS
224200 COMMERCIAL PLUMBING FIXTURES
224700 DRINKING FOUNTAINS AND WATER COOLERS

**DIVISION 23 — HEATING VENTILATING AND AIR CONDITIONING**

230500 COMMON WORK RESULTS FOR HVAC
230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
230548.13 VIBRATION CONTROLS FOR HVAC
230553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593 TESTING, ADJUSTING, AND BALANCING FOR HVAC
230713 DUCT INSULATION
230719 HVAC PIPING INSULATION
230800 COMMISSIONING OF HVAC
230923 DIRECT DIGITAL CONTROL SYSTEM FOR HVAC
230950 INTEGRATION OF BUILDING AUTOMATION SYSTEMS
231123 FACILITY NATURAL-GAS PIPING
232300 REFRIGERANT PIPING
233113 METAL DUCTS
233300 AIR DUCT ACCESSORIES
233346 FLEXIBLE DUCTS
233400 HVAC FANS
233713.13 AIR DIFFUSERS
233713.23 REGISTERS AND GRILLES
233723 HVAC GRAVITY VENTILATORS
233813 COMMERCIAL-KITCHEN HOODS
235123 GAS VENTS
235413 ELECTRIC-RESISTANCE FURNACES
235416.13 GAS-FIRED FURNACES
238126 SPLIT-SYSTEM AIR-CONDITIONERS

**DIVISION 25 — INTEGRATED AUTOMATION**

NOT USED

**DIVISION 26 — ELECTRICAL**

260500 COMMON WORK RESULTS FOR ELECTRICAL CLEAN
260503 DEMOLITION OF ELECTRICAL SYSTEMS
260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
260543 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
260570 OVERCURRENT PROTECTIVE DEVICE STUDIES
260923 LIGHTING CONTROL SYSTEMS AND DEVICES
262213 LOW-VOLTAGE DISTRIBUTION TRANSFORMERS
262416 PANELBOARDS
262726 WIRING DEVICES
262813 FUSES
262816 DISCONNECT SWITCHES
262913 FULL VOLTAGE MOTOR CONTROLLERS
265100 LIGHTING

**DIVISION 27 — COMMUNICATIONS**

270500 COMMON WORK RESULTS FOR COMMUNICATIONS
270536 CABLE TRAYS FOR COMMUNICATIONS
271500 COMMUNICATIONS CABLING
275123.50 EDUCATIONAL INTERCOMMUNICATIONS AND PROGRAM SYSTEMS
275319 DISTRIBUTED ANTENNA SYSTEM

**DIVISION 28 — ELECTRONIC SAFETY AND SECURITY**

280500 COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY
284600 FIRE DETECTION AND ALARM SYSTEMS

**DIVISION 31 — EARTHWORK**

NOT USED

**DIVISION 32 — EXTERIOR IMPROVEMENTS**

321816 SYNTHETIC TURF SURFACING
321819 COURT SURFACING
323300 SITE FURNISHINGS
328400 PLANTING IRRIGATION
329113 SOIL PREPARATION
329200 TURF AND GRASSES
329300 PLANTS
329400 PLANTING ACCESSORIES

**DIVISION 33 — UTILITIES**

NOT USED

**DIVISION 34 — TRANSPORTATION**

NOT USED

**DIVISION 35 — WATERWAYS AND MARINE CONSTRUCTION**

NOT USED

**DIVISION 40 — PROCESS INTERCONNECTIONS**

NOT USED

**DIVISION 41 — MATERIAL PROCESSING AND HANDLING EQUIPMENT**

NOT USED

**DIVISION 42 — PROCESS HEATING, COOLING, AND DRYING EQUIPMENT**

NOT USED

**DIVISION 43 — PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT**

NOT USED

**DIVISION 44 — POLLUTION CONTROL EQUIPMENT**

NOT USED

**DIVISION 45 — INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT**

NOT USED

**DIVISION 46 — WATER AND WASTEWATER EQUIPMENT**

NOT USED

**DIVISION 48 — ELECTRICAL POWER GENERATION**

NOT USED

END OF SECTION 000110

Exhibit C

# Ector County Independent School District

## Owner Controlled Insurance Program (OCIP)

Project: **Transition Learning Center**

Project #: **30024**

**IMPORTANT: When enrolling online insert project number above as project code!!**

PRESENTED BY:
Arthur J. Gallagher Risk Management Services, LLC.



© 2021 Arthur J. Gallagher & Co. All rights reserved.

Gallagher
Insurance | Risk Management | Consulting

# Table of Contents

SECTION PAGE

An Introduction to the OCIP Program ..... 1

Insurance Coverages ..... 2

Program Eligibility ..... 4

Enrollment Responsibilities Flow Chart ..... 5

General Responsibilities ..... 6

Sample Certificate of Insurance ..... 7

Online Enrollment Instructions – AJG/VUE Online Portal ..... 8

- Step 1: Registering and Logging In ..... 8
- Step 2: Accessing Existing Enrollment or Adding a New Enrollment ..... 9
- Step 3: Completing the Application for Enrollment ..... 10

Accident Reporting for General Liability Claims ..... 14

Definitions for Purposes of This Manual ..... 15

Personnel Directory ..... 16

# An Introduction to the OCIP Program

OCIP stands for Owner Controlled Insurance Program. It provides Commercial General Liability and Excess Liability coverage for **Ector County Independent School District (Owner), Henthorn Commercial Construction, LLC (General Contractor),** and all enrolled subcontractors of any tier while working on this project.

## MAJOR BENEFITS:

- Uniformity of coverage terms and conditions
- Insurance costs will not increase for subcontractors, or General Contractor during the project
- Reduces coverage disputes, litigation and subrogation
- Immediate Insurer response for subcontractors' accidents
- One Insurer for all completed operations claims
- Project Specific Limits of Liability

## COVERAGE PROVIDED:

The OCIP basic program provides $**27,000,000** of liability limits during construction, and a separate $**27,000,000** completed operations limit per the state statute of repose. The aggregate limits will reinstate at 12 months into the project. In addition to the General Liability and Excess OCIP, the Owner **may** provide Contractors' Pollution Liability coverage for the project, and will provide the Builders' Risk coverage.

## GENERAL CONTRACTOR AND SUBCONTRACTOR ENROLLMENT:

General Contractor and all subcontractors and lower tier subcontractors MUST enroll online through the Gallagher Contractor Portal http://ajg.vuewrapup.com/contractorportal. General Contractor and subcontractor will receive a Certificate of Insurance listing them as a Named Insured and specifying the job name and **Owner** project number.

This program is mandatory for General Contractor and all subcontractors of any tier. However, the following trades are not allowed to be enrolled in the wrap up: geotechnical engineers, environmental remediation contractors, material or product suppliers or manufacturers. Failure to comply with enrollment requirement may result in a 2% charge against your contract value until compliant.

## GENERAL CONTRACTOR / SUBCONTRACTOR BID DEDUCTION:

General Contractor and Subcontractors will exclude in their bids their normal costs of insurance for general liability and excess liability. Change Orders are also to be processed without the cost of the same insurance coverages.

## DEDUCTIBLE CHARGE FOR LOSSES:

General Contractor shall be responsible for the first $25,000 of any General Liability, Pollution or Builders' Risk losses within the deductible amount for such insurance to the extent such loss results from the fault or negligence of the General Contractor, a subcontractor of any tier, or someone for whom either may be responsible.

## SUBCONTRACTOR OFF-SITE COVERAGE:

**General Contractor** will still require Certificates of Insurance for Workers' Compensation, Automobile, and off-site General Liability coverages as well as any other insurance requirements as outlined by subcontract.

## SUBCONTRACTOR EXCESS LIMITS:

General Contractor and each insured subcontractor should discuss this program with its own insurance advisor to see if additional coverages are recommended. Any such additional coverage will be at the subcontractors' own expense. Should **Owner** purchase additional limits of liability for any specific project, those will be disclosed.

DISCLAIMER - This is a summary of the OCIP Program only. It does not change, alter or modify the policy terms and conditions in any way. Actual policy forms and Endorsements are available upon request.

# Insurance Coverages

The Owner provides the following Owner Controlled Insurance Program ("OCIP") to all enrolled parties under the program. Policy copies are available upon request.

## A. COMMERCIAL GENERAL LIABILITY INSURANCE:

(Excluding Workers' Compensation, Automobile, Professional, and Pollution Liability) applying to all Insureds jointly with the following Bodily Injury and Property Damage combined limits:

| Limits | |
|---|---|
| $2,000,000 | Each Occurrence |
| $2,000,000 | Personal and Advertising Liability |
| $4,000,000 | General Aggregate |
| $4,000,000 | Products and Completed Operations Aggregate |
| $300,000 | Damages to Premises Rented to You |
| $10,000 | Medical Expense |

## B. EXCESS LIABILITY INSURANCE:

| Limits | |
|---|---|
| $25,000,000 | Each Occurrence |
| $25,000,000 | General Aggregate |
| $25,000,000 | Products and Completed Operations Aggregate |

## C. GENERAL LIABILITY DEDUCTIBLE PARTICIPATION:

General Contractor shall be responsible for a deductible charge up to $25,000 per occurrence resulting from any General Liability losses to the extent such loss results from the fault or neglect of the General Contractor, a subcontractor of any tier, or someone for whom either may be responsible. It is your responsibility to familiarize yourself with the requirements and responsibilities associated with losses and the assessment of deductibles associated with losses under this program.

## D. DEFENSE COSTS:

Defense costs are in addition to the limits of liability.



Gallagher

## E. KNOWN EXCLUSIONS/ENDORSEMENTS:

- Nuclear Energy Liability Exclusion
- Silica Exclusion
- Lead Exclusion
- Asbestos Exclusion Endorsement
- Contractors Professional Liability Exclusion (Means and Methods Exception)
- EIFS Exclusion

## F. PROJECT TERM

8/20/25 to 7/20/26 plus completed operations tail, based on the state statue of repose from substantial completion, but in no event starting later than issuance of a Notice to proceed and ceasing upon substantial completion.

## G. EXTRACTION CALCULATION:

General Contractor and Subcontractors will **exclude** in their bids their normal costs of insurance for general liability, and excess liability. Change Orders are also to be processed without the cost of your General Liability and Excess Liability coverages.

General Contractor and Subcontractor agrees that Owner has the right to audit Subcontractor's relevant financial records to verify Subcontractor's compliance with this section.

**The coverages under this program do not include all insurance needed by the General Contractor and Subcontractor and its Subcontractors of any tier.** For example, General Liability and Excess coverages apply only to the operations of and for each Insured at the Project Site. They do not apply to the operations of any Insured in their regularly established main or branch office, factory, warehouse, or similar place. Independent Truckers/Haulers will not be Insureds under the Program.

*This summary is not intended to amend or alter any provisions of the actual insurance policies. If a conflict should occur, the insurance policies shall govern. Actual policy copies will be provided upon written request.*

# Program Eligibility

General Contractor and all qualified subcontractors of any tier whose employees perform actual on-site labor are required to participate in **Ector County Independent School District** OCIP and follow through with the enrollment and participant responsibilities as noted throughout this Manual.

## COVERAGE TRIGGER

Coverage will begin the date you begin work at the site and is contingent on completing the OCIP Enrollment Online through the Gallagher Contractor Portal at http://ajg.vuewrapup.com/contractorportal . Once your enrollment has been completed you will receive a Certificate of Insurance confirming the coverage from Arthur J. Gallagher Risk Management Services, LLC. It is your responsibility to complete and satisfy all enrollment requirements before you begin work on the project. Failure to supply all requested insurance documents, may result in a flat 2% charge against your entire contract amount. You are also responsible for ensuring that any lower tier subcontractors you hire complete the Online Enrollment before they begin their work at the project site. If you or your lower tier subcontractors have NOT completed the Online Enrollment process and have NOT received confirmation of enrollment from Arthur J. Gallagher Risk Management Services, LLC., no coverages will be afforded, and you will not be permitted on site.

## INELIGIBLE PARTIES

Subcontractors who present an exceptionally hazardous exposure or risk to the job site may not be eligible to participate, at **Owner** discretion. It is your responsibility to contact Gallagher and confirm your eligibility before you begin work on the project.

Not everyone will be a participant. For example, the following are ineligible for the program: Subcontractors of any tier that are:

- Architects
- Engineers
- Consultants
- Vendors
- Suppliers
- Surveyors
- Security Companies
- Material dealers,
- Off-site fabricators with no on-site installation
- Others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the project site
- Hazardous material / abatement, or asbestos abatement contractors

If you are uncertain whether your firm will be a participant in this program, or wish confirmation of your eligibility, please contact the administrator at Arthur J. Gallagher Risk Management Services, LLC. Contact information can be found on the personnel page at the end of the manual.

**Owner** and General Contractor will coordinate the program at the project site. Arthur J. Gallagher Risk Management Services, LLC. will be administering the program from their offices. A complete contact list is in the back of this Manual.

# Enrollment Responsibilities Flow Chart

| # | Action Item | Responsibility |
|---|---|---|
| 1 | Distribute Manual to prospective bidders or subcontractors. | General Contractor |
| 2 | Send Manual to your Insurance Agent/Broker for assistance, if necessary, in completing the Online Enrollment. | Subcontractor |
| 3 | Distribute Manual to prospective lower tier bidders/ subcontractors. | Subcontractor |
| 4 | Complete Online Enrollment | Subcontractor and Lower-tier Subcontractor |
| 5 | Send Insurance Certificate to **General Contractor** in accordance with the Insurance Requirements of the Subcontract Agreement | Subcontractor and Lower-tier Subcontractor |
| 6 | Confirm all site subcontractors' and/or lower-tier subcontractor(s) enrollment in program. Gallagher will issue written confirmation. | Gallagher |
| 7 | Certificate of Insurance and policy copies issued to participant. | Gallagher |
| 8 | Advise your Insurance Agent/Broker of insurance coverages provided by **Owner** so that proper notice can be made to your current insurers. | Subcontractor Lower-tier Subcontractor |

# General Responsibilities

Please note that the coverages provided by **Owner** are designated to cover you only while you are actively engaged in construction activities at the **Transition Learning Center** project site. During the life of the Project, all OCIP Participants are required to comply with each and all of the requirements in their Project contract(s), whether with Owner or with General Contractor, including, but not limited to, maintaining and compliance with the following:

1. Statutory Workers' Compensation Insurance and $1,000,000 Employers' Liability for on & off-site operations, warranty and call-back work.
2. General Liability Insurance for off-site operations. The required limits are not less than $2,000,000 per occurrence and in the aggregate.
3. Follow-Form Excess or Umbrella Liability Insurance for off-site operations with limits not less than $5,000,000 per occurrence above the primary General Liability limits.
4. Automobile Liability Insurance with limits not less than $1,000,000 combined single limit covering all owned, non- owned and hired automobiles.
5. Professional Liability - If the Work requires design and/or design-assist services, General Contractor shall obtain and maintain (or require its Subcontractors responsible for performing such design and/or design-assist services to obtain and maintain), Professional Liability (errors and omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under the Agreement, the limits of which shall be not less than Five Million Dollars ($5,000,000) Per Claim / Aggregate , for General Contractor, and for Subcontractors One Million Dollars ($1,000,000) Per Claim / Aggregate, written on a claims-made basis with a deductible or self-insured retention amount not greater than One Hundred Thousand Dollars ($100,000), including, without limitation, coverage of contractual liability. Professional Liability insurance is to be maintained during the term of the Agreement and for the statute of repose from substantial completion.
6. The Subcontractor of any tier shall require their respective vendors, suppliers, off-site fabricators, material dealers, truckers, drivers and others who merely transport, pick-up, deliver or carry materials, personnel, parts or equipment to or from the project site to maintain insurance in the form and with the limits as specified per contractual insurance requirements.
7. Comply with all insurance, claims reporting, safety procedures and any other duties and responsibilities outlined in your subcontract agreement with General Contractor.
8. Notify General Contractor and OCIP Administrator of all sub tier contracts awarded, and include OCIP provisions in all contracts with sub tier contractor.
9. OCIP Participant must secure all required coverages with a minimum carrier rating of A-, VIII or better by A.M. Best, and submit Certificates of Insurance evidencing coverage, including Additional Insured and Waiver of Subrogation endorsements where required.

The Insurance Manual outlines in detail the required coverages for all participants. It is important to review this document and supply the required Certificate of Insurance prior to the start of work. Please reference your contract for a listing of the additional insureds. If you have questions regarding any of the required insurance please feel free to contact the project manager at **Henthorn Commercial Construction, LLC** Contact information can be found on the personnel page at the end of the manual.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): MM/DD/YY

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

**FOR ENROLLED SUBCONTRACTORS IN CCIP**

Subcontractor Broker Information Including email and/or phone number

| | |
|---|---|
| CONTACT NAME: | Broker Name |
| PHONE (A/C, No, Ext): | Broker Phone # |
| FAX (A/C, No): | |
| E-MAIL ADDRESS: | Broker Email Address |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | GL Carrier | |
| INSURER B: | **Auto Liability Carrier** | |
| INSURER C: | **Umbrella / Excess Liability Carrier** | |
| INSURER D: | **WC/EL Carrier** | |
| INSURER E: | **Other Carrier** | |

**INSURED**

Subcontractor Name (as it appears on contract)
Subcontractor Address

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THEI NSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO JECT LOC | X | X | ABC<br>**For Off-site Activities** | X | X | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS-COMP/OF AGG | $1,000,000<br>$ 100,000<br>$<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | X | XYZ | X | X | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $1,000,000<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | X | X | LMN | X | X | EACH OCCURRENCE<br>AGGREGATE | $ limits vary<br>$ by contract size<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | XYX | X | X | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE – EA EMPLOYEE<br>E.L. DISEASE – POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| E | Professional Liability | X | X | 12ABC | X | X | $1,000,000 EACH OCCURRENCE & AGGREGATE | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Project Number: 30024** **Project Name: Transition Learning Center** As respects, general liability, auto liability, umbrella/excess liability (professional and pollution liability applicable), **Ector County Independent School District and Midland Independent School District** are included as Additional Insureds on a primary, non-contributory basis per form CG 2010 1185 or its equivalent, attached, to the Subcontractor's policies shown above with respect to any liability of the Additional Insured's arising out of or resulting from the Subcontractor's operations performed for the Certificate Holder, including but not limited to liability of Additional Insureds' for the general supervision of such operations. Waiver of Subrogation endorsements are attached. Umbrella/Excess Liability follows the general liability, auto liability and employers' liability. WC Statutory coverage applies to the following states: TX

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Signature of Authorized Representative*

SAMPLE

© 1988-2010 ACORD CORPORATION. All rights reserved.



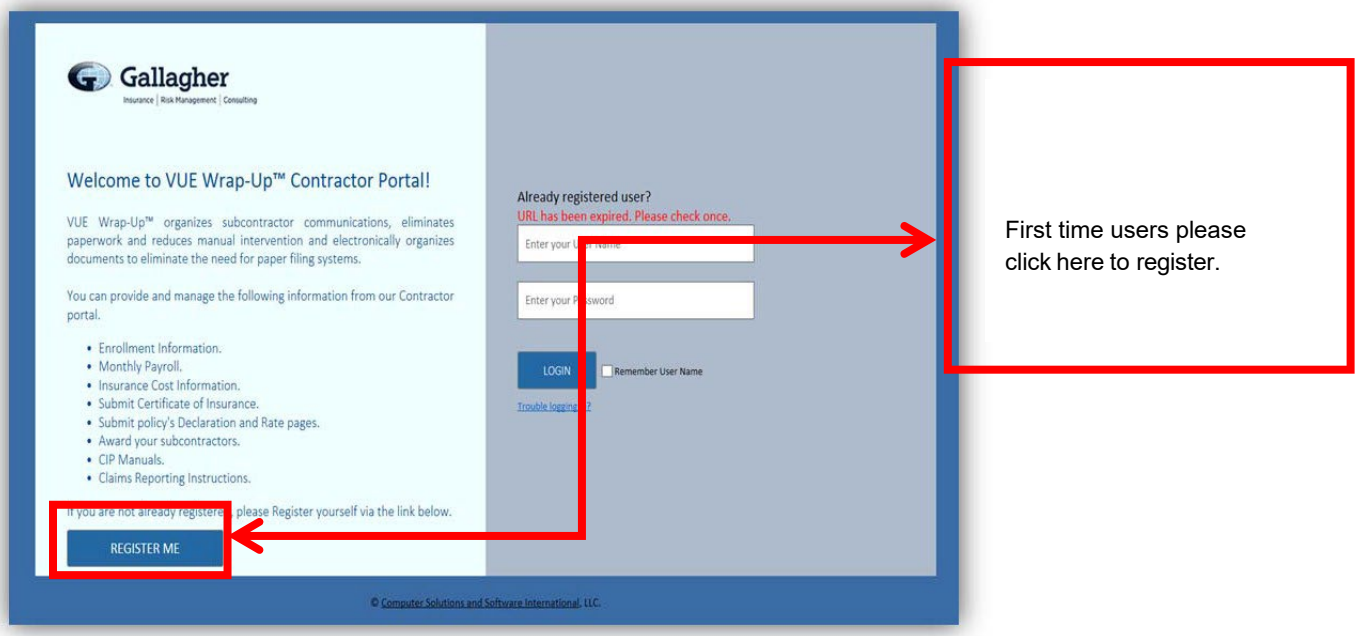
The ACORD name and logo are registered marks of ACORD

# Online Enrollment Instructions – AJG/VUE Online Portal

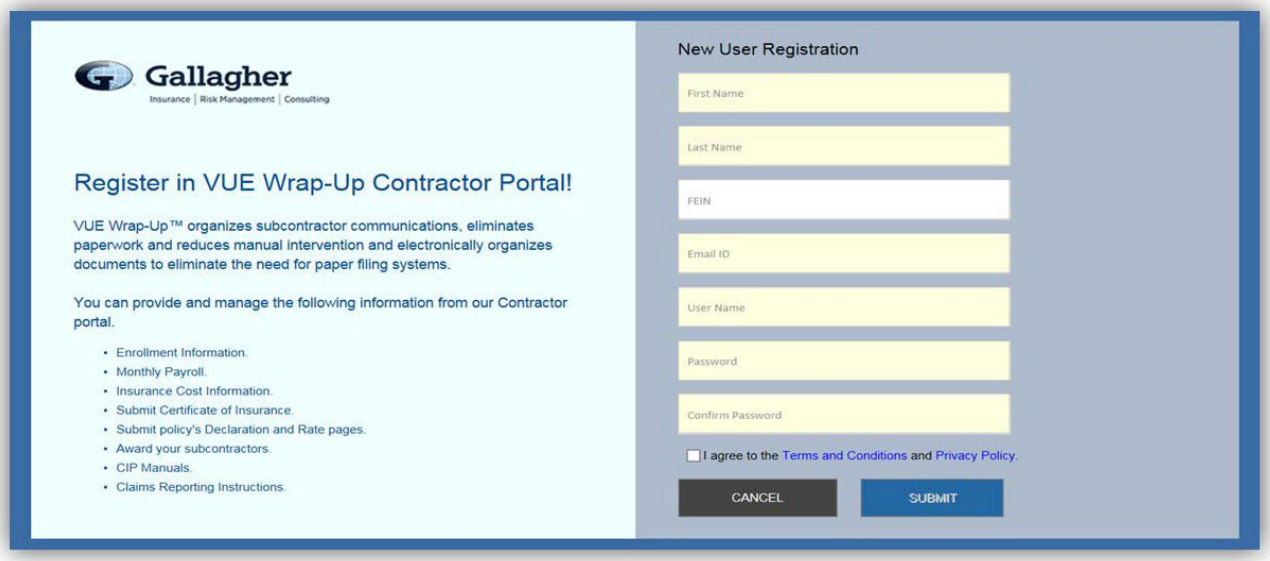
To start please open your internet browser and go to the AJG Wrap-up Management Portal URL (https://ajg.vuewrapup.com/contractorportal). This will open the portal login screen.

## Step 1: Registering and Logging In

Click the **Register Me** link at the bottom right-hand corner of the login box. **If you are already registered, proceed to Step C.**




A. Fill in the form with your first name, last name, email ID (email address) and enter the user ID you would like to use. Your user ID can be any name or phase you will easily remember, such as your first initial and last name (preferred), your company name, or your email address. Password must contain letters, numbers and symbols. All fields are required.

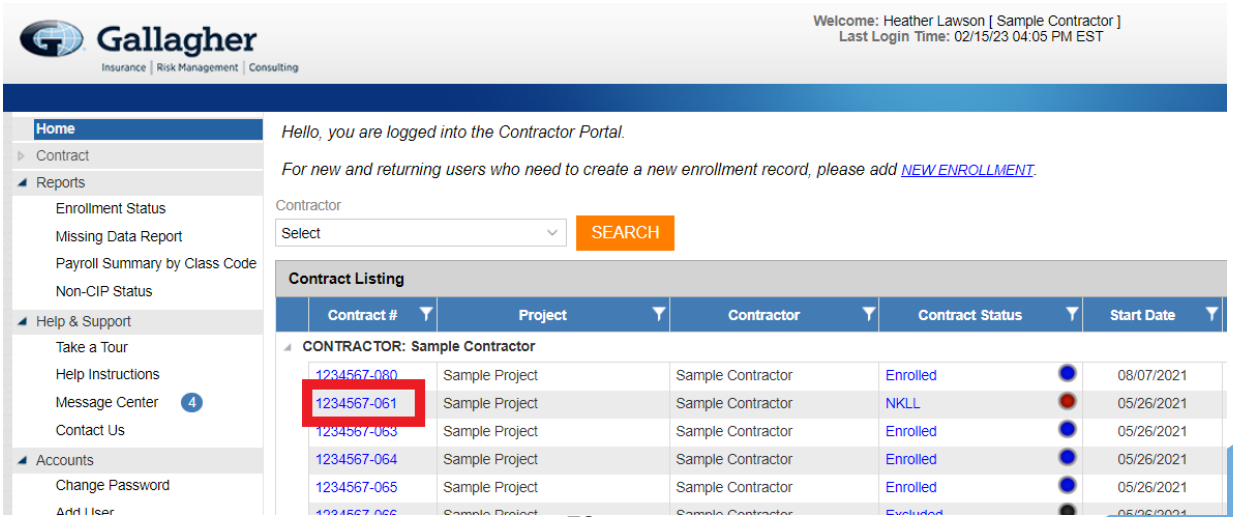



B. When your registration has been completed successfully, you will see the message "User ID and Password are created". Please click here to login to "Contractor Portal". Click the link to be redirected to the login page where you can login to the portal to complete your enrollment. You will also receive an email with your User ID and Password for your records.

C. Use your provided or created User ID and Password to login. If any error messages appear, contact your AJG Wrap-up Administrator.

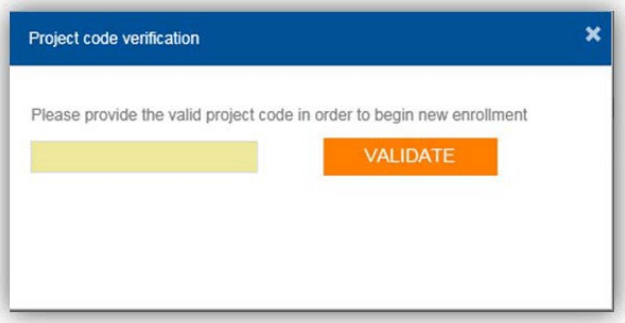
## Step 2: Accessing Existing Enrollment or Adding a New Enrollment

A. If your incomplete enrollment already has a contract in the system, you may be required to fill in the missing details. Your contract can be selected by clicking on the contract number hyperlink in the Contract # column.



B. If you do not see a contract for the specific project you are enrolling in, click the “New Enrollment” button.

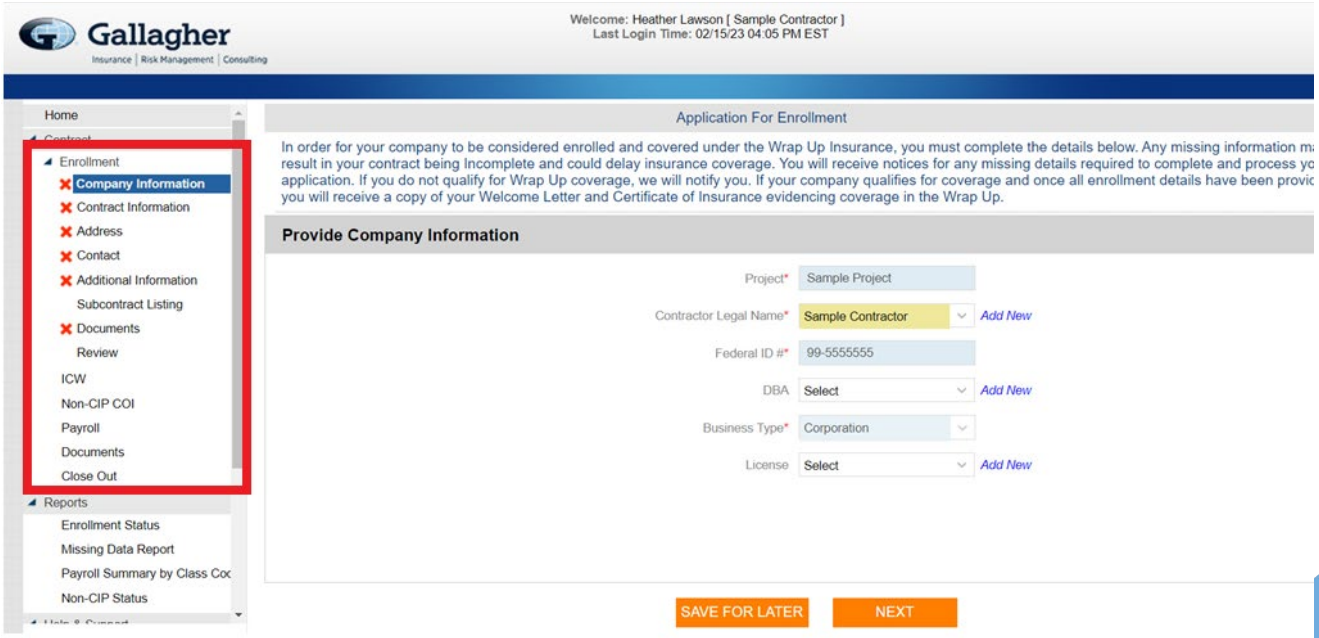
C. When the user clicks on the New Enrollment link, a pop up screen will open as shown below. Users should provide the Project Code as listed in their Wrap Up manual or provided by their Wrap Up Administrator.



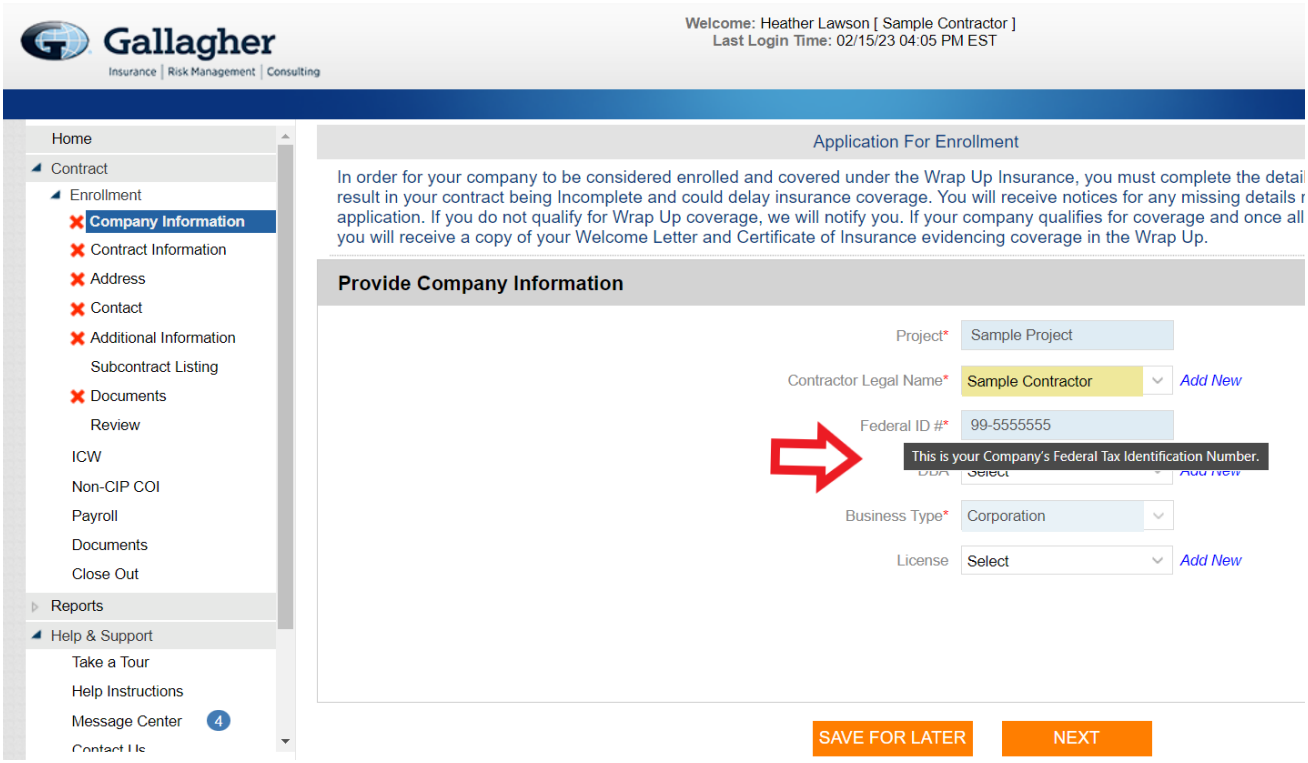

## Step 3: Completing the Application for Enrollment

A. The Application for Enrollment includes the following sections, each of which can be accessed via the Menu on the left of the screen:

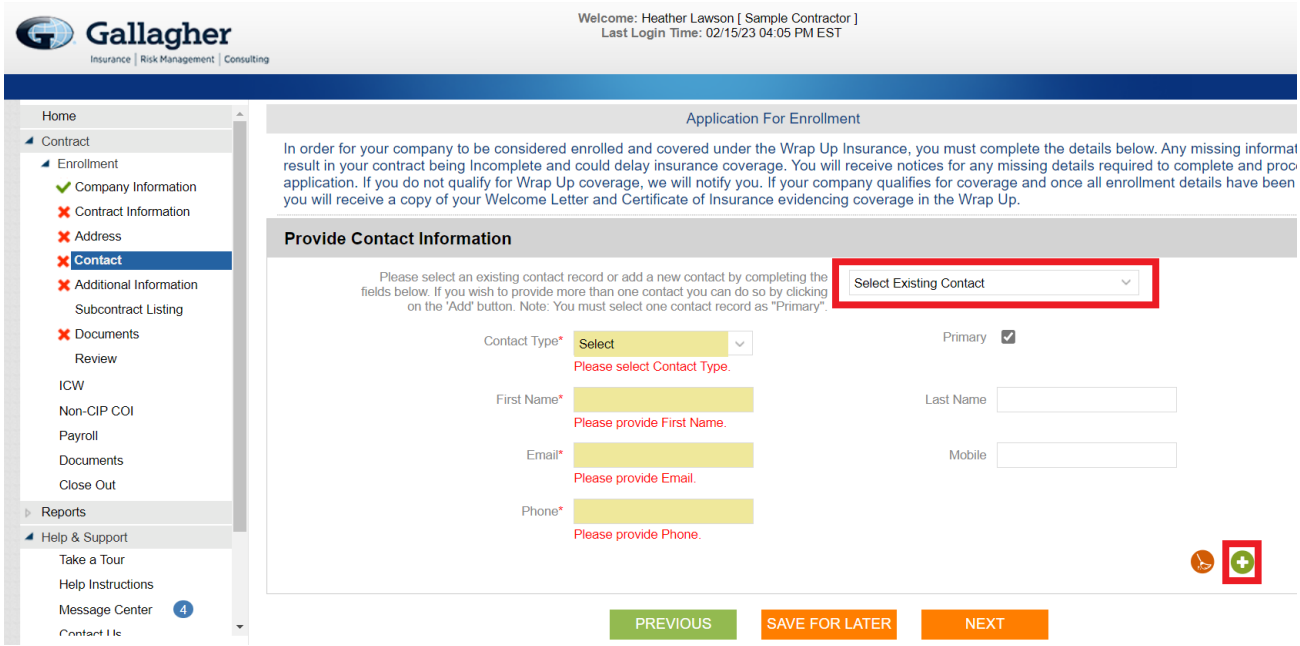
a. Company Information
b. Contract Information
c. Address Information
d. Contact Information
e. Subcontract Listing



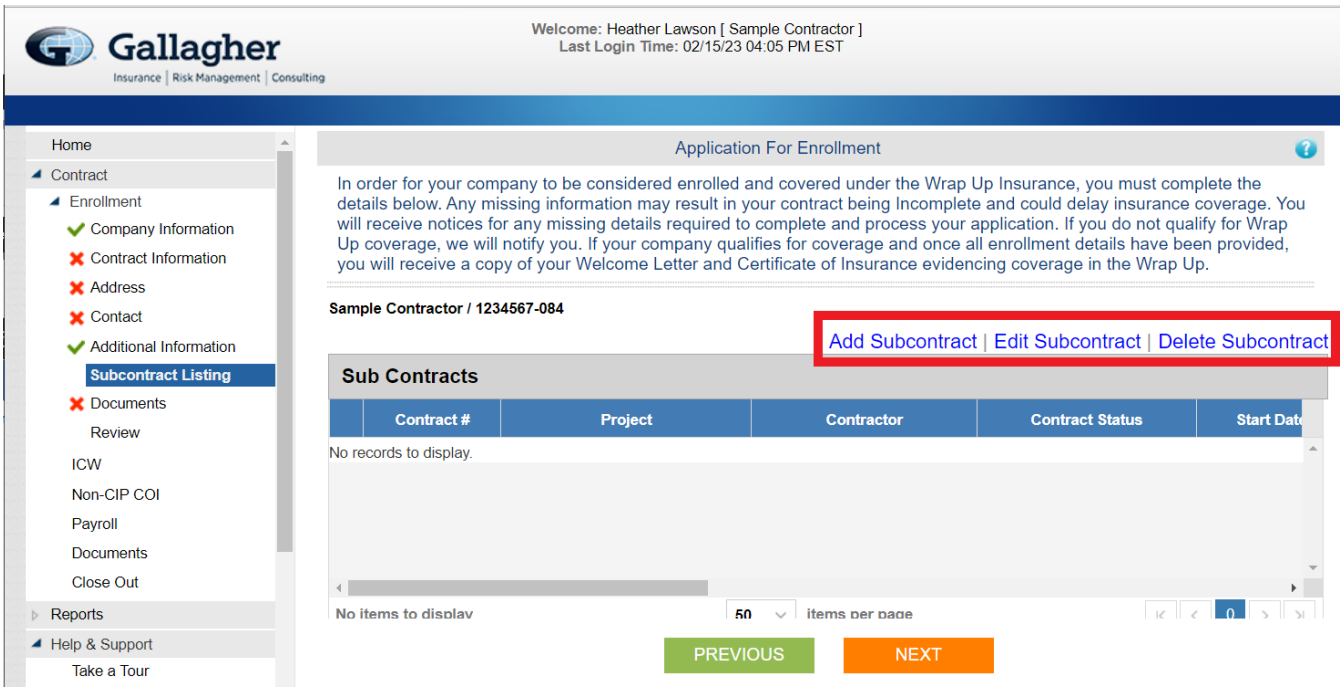
Fill in each section with your information to the best of your ability. Fields in yellow are required to submit the enrollment. For a new enrollment, all fields should be filled in. If a contract has been added to your portal by an AJG Wrap-up Administrator, you may not be able to edit some fields. If you notice a mistake in a non-editable field, contact your AJG Wrap-up Administrator and ask them to make the update. If you are not sure what a field is requesting, hovering over the field title will show captioned explanations:




a. Company Information –You must enter your correct Federal ID # if it's not there.
b. Contract Information – This information should be specific to this project and contract.
c. Address – Please provide your company's address. If you have multiple addresses please provide the address for the branch that is responsible for the contract.
d. Contact - In the Contact section you must enter at least one contact and it must be marked as primary. You may also add additional contacts by clicking the green plus sign on the right side of the screen. If you have previous enrollments you can select Existing Contacts here:

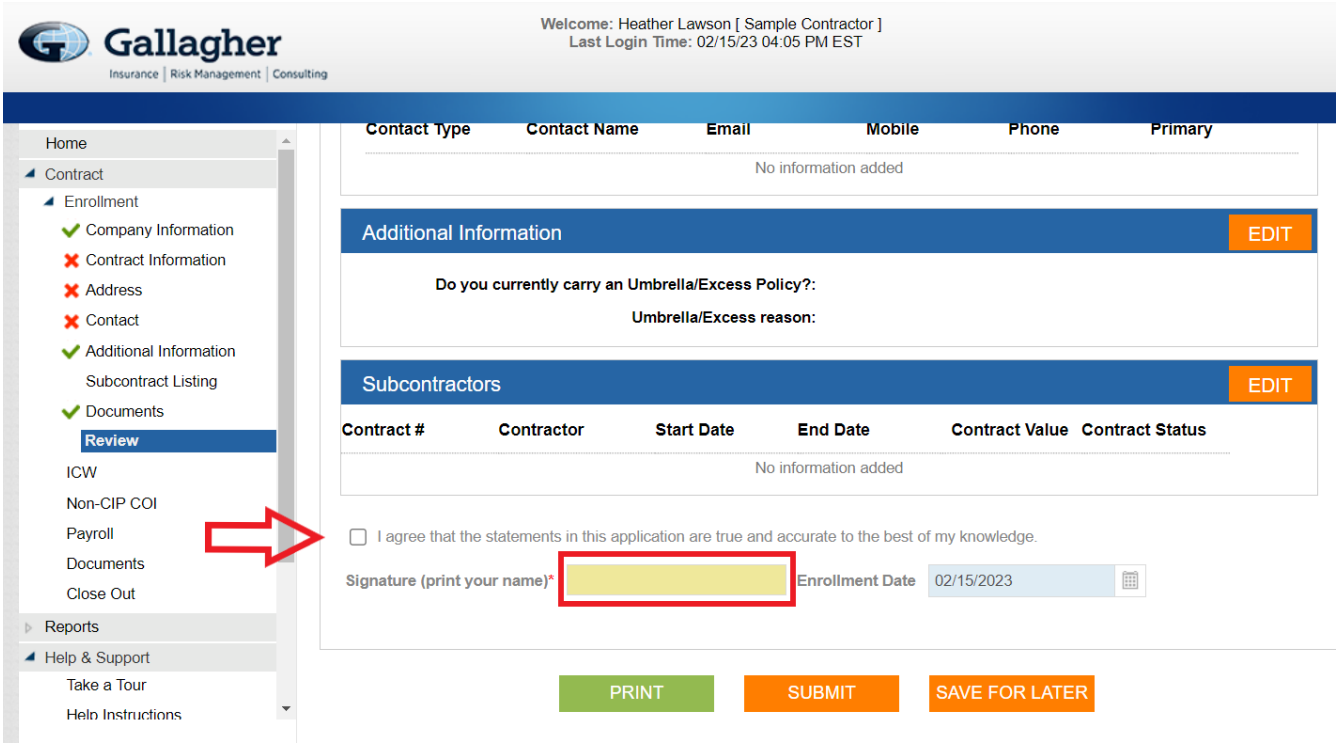



e. Subcontract Listings – You must add any on site subcontractors you have awarded. Subcontractors must be enrolled separately. “Add Subcontract”, “Edit Subcontract”, and “Delete Subcontract” are available in blue on the right side of the screen:




Review – Please review the information entered and any information needs revised click the orange “EDIT” button on the right side of the line. If everything is correct click the “I agree that the statements in this application

are true and accurate to the best of my knowledge." box and enter your name into the Signature box:



# Accident Reporting for General Liability Claims

1. If an injury is involved, the Subcontractor's superintendent must immediately arrange for first aid or other required medical treatment for the injured party.

2. All Incidents, regardless of severity, shall be reported immediately to the Job Site Contact and On-site Safety Coordinator and reported to the Insurer by telephone.

The Subcontractor's superintendent must complete a General Liability Loss Notice for each accident with the following distribution:

**Ector County Independent School District - Owner Consultant**

- Director of Construction: Chris Bartlett (christopher.bartlett@ectorcountyisd.org)
- Director of Risk Management: Yolanda Gordon (yolanda.gordon@ectorcountyisd.org)

**Henthorn Commercial Construction, LLC - General Contractor**

- Project Manager: Bryan Walters (bryan@henthorncommercial.com)
- Project Superintendent: Jonathan Keil (jonathan@henthorncommercial.com)

**Gallagher – Insurance Broker**

- Claims Advocate: Ryan Asuncion (Ryan_Asuncion@ajg.com)

Any Court Summons, legal documents or other correspondence must be immediately referred to Arthur J. Gallagher Risk Management Services, LLC. by registered mail. Additional questions concerning suit papers should be referred to Arthur J. Gallagher Risk Management Services, LLC.

# Definitions for Purposes of This Manual

| | |
|---|---|
| Owner | **Ector County Independent School District** |
| General Contractor | **Henthorn Commercial Construction, LLC** |
| Project | **Transition Learning Center**<br>1118 W. 12th Street<br>Odessa, Texas 79763 |
| Project Site | The areas designated in writing by **Ector County Independent School District** in a contract document for performance of the Work and such additional areas as may be designated in writing by **Ector County Independent School District** for General Contractor's use in performance of the Work. The Project Site shall also include (1) field offices, (2) property used for bonded storage of material for the Project approved by **Ector County Independent School District** (3) staging areas dedicated to the Project. Items 1 through 3 must be approved by the OCIP Insurer and listed in the OCIP Policy |
| Off-Site Exposures | Offices, shops, warehouses, factories, or similar locations away from the designated project site that have not been approved by the OCIP Insurer and listed on the OCIP Policy ARE NOT COVERED. |
| Contract | The agreement between General Contractor and the Subcontractor. The terms "Contract" and "Agreement" are used interchangeably. |
| Subcontractor of Any Tier | The person, firm or corporation with whom General Contractor has entered into Agreement to perform the Work; or the Person or entity who has a contract with General Contractor Subcontractor to perform any of the Work at the Site. |
| Work | Operations, as fully described in the Contract, performed at or emanating directly from **Transition Learning Center** project site. |
| Insured | General Contractor and Subcontractors of any tier which have an executed subcontract agreement and which have received written confirmation of coverage by Arthur J. Gallagher Risk Management Services, LLC.<br><br>The following are not Insureds under this WRAP-UP - Architects, engineers, consultants, vendors, suppliers, material dealers, off-site fabricators and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site, et al. |

# Personnel Directory

## ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT– OWNER CONSULTANT

| | |
|---|---|
| Director of Construction | **Chris Bartlett**<br>Ector County ISD<br>Phone: (432) 456-0000<br>Email: christopher.bartlett@ectorcountyisd.org |
| Director of Risk Management | **Yolanda Gordon**<br>Ector County ISD<br>Phone: (432) 456-9784<br>Email: yolanda.gordon@ectorcountyisd.org |

## HENTHORN COMMERCIAL CONSTRUCTION, LLC – GENERAL CONTRACTOR

| | |
|---|---|
| Project Assistant | **Rhett Dawson**<br>Henthorn Commercial Construction, LLC<br>Phone: (806) 626-4582<br>Email: rhett@henthorncommercial.com |
| Project Manager | **Bryan Walters**<br>Henthorn Commercial Construction, LLC<br>Phone: (806) 548-2079<br>Email: bryan@henthorncommercial.com |
| Project Superintendent / Safety Manager | **Jonathan Keil**<br>Henthorn Commercial Construction, LLC<br>Phone: (806) 853-0828<br>Email: jonathan@henthorncommercial.com |

## GALLAGHER - INSURANCE BROKER

| | |
|---|---|
| *Enrollment/ Administration | **Letizia Brownlee**<br>Gallagher<br>Phone: (314) 338-7336<br>Email: letizia_brownlee@ajg.com |
| Program Manager | **Richard Banlowe**<br>Gallagher<br>Phone: (818) 539-1210<br>Email: richard_banlowe@ajg.com |
| General Liability/ Claims | **Ryan Asuncion**<br>Gallagher<br>Phone: (415) 536-4015<br>Email: ryan_asuncion@ajg.com |

# Gallagher at a glance

**We help you face your future with confidence. Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today.**

- A global corporation with a strong heritage and culture
- Divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distribution, and third-party administration and claims processing.
- More than 850 offices in 49 countries and over $6 billion in brokerage & risk management revenues.
- Client-service capabilities in more than 150 countries around the world through a global network of correspondent brokers and consultants.
- Founded in 1927, publicly traded since 1984.

This material was created to provide accurate and reliable information on the subjects covered but should not be regarded as a complete analysis of these subjects. It is not intended to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

© 2021 Arthur J. Gallagher & Co.

www.ajg.com

Gallagher

Insurance | Risk Management | Consulting

"World's Most Ethical Companies" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC.

2021 WORLD'S MOST ETHICAL COMPANIES® ™

WWW.ETHISPHERE.COM

# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

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

ECISD Transitional Learning Center
200 W 9th Street
Odessa, TX 79761

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

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

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

DLR Group
1000 Louisiana Street
Houston, TX 77002

THE CONTRACTOR:
Henthorn Commercial Construction, LLC
2011 Ave C
Lubbock, TX 79404

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

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

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

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

WHEREAS Owner and Contractor have agreed to enter into AIA Document A201-2017 Agreement ("Contract") as the basic form for that contract; and

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**TABLE OF ARTICLES**


1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES





AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

**User Notes:** (3B9ADA0C)

**INDEX**
(Topics and numbers in bold are Section headings.)


Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5




AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees



Init.
/
AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**
(3B9ADA0C)

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5



AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13



AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
**2.2**, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives



AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

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

#### § 1.1.2 The Contract

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

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

#### § 1.1.3 The Work; Construction Documents

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

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 AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

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

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

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

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

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

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

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

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

**§ 1.1.13** Abbreviations

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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

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

**§ 1.1.15** Miscellaneous Other Words

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

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

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

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

**§ 1.1.15.5** Anticipated Weather Days. An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.6.6 lists required Anticipated Weather Days.

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

**§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

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

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

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

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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

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

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

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

*(Paragraph Deleted)*

All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

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

**§ 1.7 Digital Data Use and Transmission**
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**The parties will use AIA Document E203™–2013, Building Information Modeling and**
Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**ARTICLE 2 OWNER**
**§ 2.1 General**
**§ 2.1.1** The Owner is the independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency, and which do not exceed $350,000, or will not increase the dates for Substantial or Final Completion by more than Thirty_(30) days . Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

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

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

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

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

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

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

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

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

### § 2.4 Owner's Right to Stop the Work

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

### § 2.5 Owner's Right to Carry Out the Work

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

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

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

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

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

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

**§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

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

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

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

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

.2 Generally prevailing climatic conditions;

.3 Anticipated labor supply and costs;

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

.5 Other similar issues.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means,


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects in writing to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

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

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

**§ 3.3.5** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;

.2 The special shoring requirements, if any, of the Owner; and


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(3B9ADA0C)

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

.4 Trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item and shall be based on the square feet of shoring used.

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

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

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

### § 3.4 Labor and Materials

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 3.4.2.2** The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

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

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

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

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

**§ 3.4.6 CRIMINAL HISTORY CHECKS**

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

**§ 3.4.6.2** Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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

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

**§ 3.4.7 PREVAILING WAGE RATES**

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

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

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

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

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

**§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

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

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

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

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

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

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

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

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

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

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

.3 Co-sign warranties when required;

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

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

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

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

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

**§ 3.6 Taxes**

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or
Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

**§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

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

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially,


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees or Board's designee and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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

### § 3.8 Allowances

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

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

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

**§ 3.9.2** [*Intentionally deleted.*]

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

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

### § 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

**§ 3.11 Documents and Samples at the Site**

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

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

**§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

**§ 3.12.11** The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

**§ 3.12.12** The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or its consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 3.12.13** The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

**§ 3.12.14** The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

### § 3.13 Use of Site

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.2** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**§ 3.13.3** The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

**§ 3.13.4** Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

**§ 3.13.5** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

**§ 3.14.3** No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

**§ 3.15.4** After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

### § 3.18 Indemnification

**§ 3.18.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

**§ 3.18.2** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

**§ 3.18.3** THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ*.

**§ 3.18.4** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

**§ 3.18.5** THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 3.18.6** IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER PARAGRAPH 3.18, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 3.18.7** IT IS UNDERSTOOD AND AGREED THAT SUBPARAGRAPH 3.18.1 ABOVE IS SUBJECT TO, AND EXPRESSLY LIMITED BY, THE TERMS AND CONDITIONS OF TEXAS CIV. PRAC. & REM. CODE ANN. SEC. 130.001 TO 130.005, AS AMENDED.

**§ 3.18.8** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY {INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

**§ 3.19** ANTITRUST VIOLATION. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq*. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

*(Paragraph Deleted)*

ARTICLE 4 ARCHITECT

**§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner.

**§ 4.1.3** Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

**§ 4.2.2** Architect shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

**§ 4.2.3** The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

**§ 4.2.4 Communications**

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

**§ 4.2.5** As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have will recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents and the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

**§ 4.2.8** The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

**§ 4.2.12** Interpretations or recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

**§ 4.2.13** The Owner's decisions on matters relating to aesthetic effect shall be final.

**§ 4.2.14** The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional cost to the Owner.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify in writing the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor, then the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.2.5** Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 5.3.1** Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

**§ 5.3.2** The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

### § 5.4 Contingent Assignment of Subcontracts

**§ 5.4.1** Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to Article 14 or abandonment of the Project by the Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and
- **.3** the Subcontractor provides bonds as required by law or prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

### § 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of
the
Work.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 6.1.3** The Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.2 Contractor's Responsibility**

**§ 6.2.1** It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of

*(Paragraph Deleted)*

Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify in writing the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

**§ 6.2.3.1** If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

**§6.2.3.2** If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

**§ 6.2.3.3** All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

**§ 7.1.4** The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work.

**§ 7.1.5** Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

**§ 7.1.6** If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum or Guaranteed Maximum Price; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

**§ 7.2.3** Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

**§ 7.2.4** In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

**§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum, or Guaranteed Maximum Price, or Contract Time, or all of the above. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or Guaranteed Maximum Price and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum or Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

**.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**.2** Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit, and fees will not be allowed);

**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of subparagraph 7.4.1; or

**.4** As provided in Section 7.3.4, subject to the limitations of subparagraph 7.1.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or Guaranteed Maximum Price, then Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

**.1** Actual costs of labor, including applicable payroll taxes, and workers' compensation insurance;

**.2** Actual costs of materials, supplies, and equipment, including cost of transportation used in performing the Change in the Work;

**.3** Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools,;

**.4** Actual costs of premiums for all bonds and insurance, and permit fees.

**.5** Costs of supervision and field office personnel directly attributable to the change.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time, provided that, pursuant to Texas Government Code Section 2251.0521, Contractor shall not be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the Guaranteed Maximum Price or the Contract Sum. No subcontractor shall be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the subcontractor's contract amount.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the Contract Documents or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time.

**The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.**

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Time.

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

**§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, governmental actions, or adverse weather conditions documented in accordance with Section 15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by prior written agreement.

**§ 9.2 Schedule of Values**

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

**§ 9.2.2** If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

**§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.

**§ 9.3.1.1** Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

**§ 9.3.1.3** Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (*Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032*).

**§ 9.3.2** Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

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

.2 The location must be a bonded warehouse.

.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

.5 Payment shall not include any charges for overhead or profit on stored materials.

.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

**§ 9.3.4** Contractor shall submit Applications for Payment electronically or, if requested by owner, in writing and in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

**§ 9.3.5** By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

### § 9.4 Certificates for Payment

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification and disputing in part certification in accordance with Texas Government Code Section 2251.042(2)) and as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a) and as provided in Section 9.5.1.

Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq*. Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

**§ 9.4.3** The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

### § 9.5 Decisions to Withhold Certification

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

**.7** repeated failure to carry out the Work in accordance with the Contract Documents; or

**.8** failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

**§ 9.5.2** When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

**§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq*., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.

**§ 9.6.8** The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

**§ 9.6.9** Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

**§ 9.7 Failure of Payment**

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due, and owing after the date the payment is due under the Contract Documents then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

**§ 9.7.2** If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

**§ 9.7.3** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and property and liability insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 9.9.2** Immediately prior to such partial occupancy, use, or installation, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance;

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate; and


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

.7 As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

Per 19 TAC Section 61.1040(6)(f)(C), Contractor shall certify the following:

1. Process certifications. To ensure construction quality and performance of contract terms, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in conformance with the contract documents.

1. Certifications related to construction quality standards under subsection (j) of 19 TAC Section 61.1040.

To ensure compliance with construction quality standards, the Contractor and prime subcontractors, if applicable, shall certify compliance at the completion of a capital improvement project that the Project has been built in conformance with the contract terms and performance standards specified by the Contract Documents for the Contractor and for any of its subcontractors or subconsultants of any tier, which shall include certification of compliance with any subsequent change order documents approved by the Owner and Architect.

Where a third-party code compliance officer is required by subsection (j) of 19 TAC Section 61.1040 to ensure that a third-party code compliance officer does not find any violations of the provisions of the required construction codes identified in subsection (j)(1) of 19 TAC Section 61.1040 that are not enforced by a state or local authority having jurisdiction, Owner shall require that a third-party code compliance officer issue a third-party certificate of occupancy. Where a local authority having jurisdiction enforces some of the required construction codes, a third-party code compliance officer shall not issue a third-party certificate of occupancy until either the local authority having jurisdiction has issued a certificate of occupancy or the local authority having jurisdiction indicates in writing to the third-party code compliance officer that the local authority having jurisdiction does not issue certificates of occupancy.

Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. To provide a safe and secure environment, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in reasonable accordance with the safety and security directives provided by the school district and reflected in the Contract Documents prepared by the Architect.

Special provisions for a Construction Manager-Agent. For projects that use the construction manager agent contracting method established in Texas Government Code Chapter 2269, Subchapter E, the Construction Manager Agent and each construction prime contractor must provide certification in accordance with clause (i) of 19 TAC Section 61.1040, and each shall certify the scope of work for which they are contractually responsible.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

certification of such payment. Such payment shall be made under terms and conditions governing final payment, and it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall not constitute a waiver of any Claims by the

*(Paragraph Deleted)*

Owner.

*(Paragraphs Deleted)*

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

§ 10.1.2 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.3 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

**.1** employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

**.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

**.3** other property at the site or adjacent thereto, such as other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

**§ 10.2.4** When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment, or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8** The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

**§ 10.2.**9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

**§ 10.2.10** Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 10.2.11 Injury or Damage to Person or Property**
If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

**§ 10.3 Hazardous Materials and Substances**
**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

**§ 10.3.3** IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

**§ 10.4 Emergencies**
**§ 10.4.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

**§ 10.4.2** The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

**§ 10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS**
**§ 10.5.1** Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

**§ 10.5.2** Final Payment shall not be made until this written certification has been received.

**§ 10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM**

**§ 10.6.1** Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

**§ 10.6.2** The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

**§ 10.7 HAZARDOUS MATERIALS CERTIFICATION**

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

**ARTICLE 11 INSURANCE AND BONDS**

**§ 11.0.1** No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and
effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

**§ 11.0.2** Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

**§ 11.0.3** All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

**§ 11.0.4** All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

**§ 11.0.5** All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 11.0.6** Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

**§ 11.0.7** All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

**§ 11.0.8** Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

**§ 11.1 OWNER CONTROLLED INSURANCE PROGRAM and Contractor's Bonds**

**§ 11.1.1** Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") that will provide commercial general liability and excess liability insurance for all Enrolled Contractors (as defined in Exhibit A) providing direct labor to the Project. The OCIP is described in Exhibit A and the OCIP Manual attached hereto and made a part hereof as Schedule 1 (the "OCIP Manual"). All terms and conditions of Exhibit A and the OCIP Manual will apply during the term of the Agreement and for such period after the term of the Agreement as may otherwise be set forth in Exhibit A or the OCIP Manual.

While the OCIP is intended to provide broad coverages and high limits for Enrolled Contractors, the OCIP is not intended to meet all the insurance needs of such Enrolled Contractors. In addition to any insurance provided by the Owner, Contractor, Enrolled Contractors and all other parties providing work, services or materials for the Project, including, but not limited to, Ineligible Contractors (as defined in Exhibit C) and Eligible Contractors (as defined in Exhibit A) not enrolled in the OCIP, will be responsible for providing certain insurance as specified in Exhibit A. The OCIP Manual will recommend that Eligible Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained.

**§ 11.1.2** [*Intentionally deleted.*]

**§ 11.1.2.1** The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the

Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq*. and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 11.1.2.2** The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

**§ 11.1.2.3** All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

**§ 11.1.2.4** Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor knows or should know of an impending or actual cancellation of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§
**11.2 Contractor-Provided Insurance Coverages.** For any and all Work under the Agreement, and until completion and final acceptance of the Work, the Contractor and each Subcontractor (of any tier) shall, at its own expense, obtain and maintain the following minimum coverages, written on a primary and noncontributory basis (Contractor has the right to increase these minimum coverages per Subcontract): Workers Compensation and Employer's Liability, Commercial Automobile Liability Insurance, Commercial General Liability Insurance, Excess Liability Insurance (Excluded Contractors and Contractor), Professional Liability Insurance, Crane Liability and Riggers Legal Liability, Cyber Liability Insurance, Unmanned Aircraft Liability Insurance, Tools and Equipment Floater Insurance, as applicable and as further explained in Exhibit A.

*(Paragraph Deleted)*

**§ 11.4 Loss of Use and Business Interruption Insurance**
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

**§11.5 Adjustment and Settlement of Insured Loss**
**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor and/or Architect timely object to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.1.1** The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

#### § 12.2.2 After Substantial Completion

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

**§ 12.2.2.1**.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner, but only as to the corrected Work.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction by the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**§ 12.2.6** Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

**§ 12.2.7** The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

**§ 12.2.8** If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the laws of State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

**§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

**§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner shall provide or contract for such additional testing, inspection, or approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, with a copy to the Owner.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.5 Interest**

Undisputed payments overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

**§ 13.6 EQUAL OPPORTUNITY IN EMPLOYMENT**

**§ 13.6.1** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

**§ 13.6.2** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

**§ 13.7 RECORDS**

**§ 13.7.1** Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

**§ 13.7.2** If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

**§ 13.7.3** Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

**§ 13.7.4** Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.79.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

**§ 13.7.5** In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

**§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION**

**§ 13.8.1** Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

**§ 13.8.2** Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 13.8.3** The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq.*, and the Texas Open Meetings Act, Texas Government Code, Section 551.001, *et*

*seq*.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

**.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

**.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

*(Paragraph Deleted)*

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

**§ 14.1.4** If the Work is stopped for a period of 90 (ninety) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

**.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

**.2** fails to make payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;

**.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

**.4** otherwise is guilty of substantial breach of a provision of the Contract Documents;

**.5** fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

**.6** engages in serious or repeated worker misconduct in violation of Article 3.3.2;

**.7** engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**.8** fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

**.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

**§ 14.2.4** If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price, (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

**§ 14.2.5** The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

**§ 14.2.6** As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

### § 14.3 Suspension by the Owner for Convenience

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

**.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

**.2** that an equitable adjustment is made or denied under another provision of the Contract.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**.1** cease operations as directed by the Owner in the notice;

**.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

**§ 14.4.4** Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

**ARTICLE 15 CLAIMS AND DISPUTES**

**OF CONTRACTOR§ 15.1 Claims**

**§ 15.1.1 Definition**

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of additional compensation under the Contract Documents, interpretation of the Contract Document terms, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

**§ 15.1.2 Time Limits on Litigation**

The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner, not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 15.1.2.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Architect. Claims by Contractor under this Section 15.1.3.1 must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 15.1.3.2** Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

**§ 15.1.4.2** [*Intentionally deleted.*]

**§ 15.1.5 Claims for Additional Cost or An Increase in the Contract Sum or Guaranteed Maximum Price**

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given to Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period.

**§ 15.1.6.3** Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

**§ 15.1.6.4** No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to

the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of

time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA0C)

**§ 15.1.6.5** Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

**§ 15.1.6.6** The Contractor anticipates and include in the construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a rain day when rainfall exceeds one-half (.5) inch during a 24-hour period The number of rain days expected for each month as follows:

January..... 2.0..... Calendar.....Days.... July..... 4.2..... Calendar Days
February..... 1.1..... Calendar .....Days.... August..... 3..4..... Calendar Days
March..... 1.2..... Calendar .....Days.... September. 3.9 ..... Calendar Days
April..... 1.5 ..... Calendar .....Days..... October..... 2.5..... Calendar Days
May..... 2.8..... Calendar .....Days..... November... 1.4..... Calendar Days
June..... 3.6..... Calendar .....Days.... December. 1.3..... Calendar Days

**§ 15.1.7 Waiver of Claims for Consequential Damages**
The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Resolution of Claims and Disputes**
**§ 15.2.1** Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

**§ 15.2.2** The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

**§ 15.2.3** In evaluating Claims, Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

**§ 15.2.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

**§ 15.2.5** Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be

reached, then either party may request mediation of the dispute pursuant to Section 15.3.

**§ 15.2.6** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or

the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

**§ 15.2.6.1** [*Intentionally deleted.*]

**§ 15.2.7**
*(Paragraph Deleted)*

[*Intentionally deleted.*]

**§ 15.2.8** [*Intentionally deleted.*]

**§ 15.3 Alternative Dispute Resolution**
**§ 15.3.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a

neutral mediator by a District Judge in the county in which the Project is located.

**§ 15.3.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be**

*(Paragraph Deleted)*

**reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.**

**§ 15.3.4** Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

**§ 15.4 No Arbitration**
**§ 15.4.1** Notwithstanding anything to the contrary in the Contract Documents or in any

document forming a part hereof, there shall be NO mandatory arbitration for any dispute arising hereunder.

*(Paragraph Deleted)*

**§15.5** Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and

laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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

EXECUTED this 19th day of August, 2025.

OWNER: CONTRACTOR:


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Title: Superintendent
Ector County Independent School District

By Bryan Walters
Title: Senior PM
Henthorn Commercial Construction, LLC

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

# *Additions and Deletions Report for*
## *AIA® Document A201® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:41:31 on 08/15/2025.

**PAGE 1**

ECISD Transitional Learning Center
200 W 9th Street
Odessa, TX 79761

...

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

...

DLR Group
1000 Louisiana Street
Houston, TX 77002

...

THE CONTRACTOR:

...

Henthorn Commercial Construction, LLC
2011 Ave C

...

Lubbock, TX 79404

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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

...

WHEREAS Owner and Contractor have agreed to enter into AIA Document A201-2017 Agreement ("Contract") as the basic form for that contract; and

...

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

**PAGE 10**

**ARTICLE 1 GENERAL PROVISIONS**

...

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

...

~~Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~ **§ 1.1.1.1** The



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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

...

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

...

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

...

Contract by Contractor.

...

**§ 1.1.3 The ~~Work~~Work; Construction Documents**

**PAGE 11**

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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 AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

...

**§ 1.1.7 ~~Instruments of Service~~Construction Documents**

...

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

...

§ ~~1.1.8 Initial Decision Maker~~**1.1.9** Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

...

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

...

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

...

~~to render initial decisions on Claims in accordance with Section 15.2.~~ **§ 1.1.12** Approved, Approved Equal, Approved Equivalents, Or Equal The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

...

**§ 1.1.13** Abbreviations

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

AIA: American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents.Each reference to a specific document shall refer to the document as amended for this Project.)

...

AIEE: American Institute of Electrical Engineers

...

ACI: American Concrete Institute

...

AHERA: Asbestos Hazardous Emergency Response Act

...

AISI: American Iron and Steel Institute

...

AISC: American Institute of Steel Construction

...

ANSI: American National Standards Institute

...

ASA: American Standards Association

...

ASTM: American Society of Testing Materials

**PAGE 12**

AWSC: American Welding Society Code

...

CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act

...

EPA: Environmental Protection Agency

...

FS: Federal Specification

...

NEC: National Electrical Code

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

OSHA: Occupational Safety and Health Administration

...

SPR: Simplified Practice Recommendation

...

TAS: Texas Accessibility Standards

...

UL: Underwriters Laboratories, Inc.

...

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

...

**§ 1.1.15** Miscellaneous Other Words

...

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

...

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

...

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

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

~~shall not be liable for results~~ **§ 1.1.15.5** Anticipated Weather Days. An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.6.6 lists required Anticipated Weather Days.

...

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

**PAGE 13**

**§ 1.2.1.2** During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

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

...

**§ 1.2.5** Materials, Equipment And Processes. Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area then shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

...

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

**PAGE 14**

**§ 1.5 Ownership and Use of Drawings, Specifications, and Other ~~Instruments of Service~~Construction Documents**

...

**§ 1.5.1** ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights.~~ All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the ~~Instruments of Service.~~ Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of ~~the Architect's or Architect's consultants'~~ any reserved rights.

...

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are ~~authorized~~ granted a limited license to use and reproduce the ~~Instruments of Service~~ Construction Documents provided to them, subject to any protocols established pursuant to ~~Sections 1.7 and 1.8,~~ Section 1.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the ~~Instruments of Service.~~ Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

...

**~~§ 1.6 Notice~~**

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 1.6.1** ~~Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

...

**§** ~~1.6.2 **Noticeof Claims as provided in Section 15.1.3 shall be provided in writing and**~~ **1.6 Notice§ 1.6.1 Written notice shall be deemed to have been duly served** ~~**only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.**~~**if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.**

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

...

~~**§ 1.8 Building Information Models Use andReliance**~~**The parties will use AIA Document E203™–2013, Building Information Modeling and**

...

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**PAGE 15**

**§ 2.1.1** The Owner is the ~~person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1,~~ independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency, and which do not exceed $350,000, or will not increase the dates for Substantial or Final Completion by more than Thirty (30) days . Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee and notice of such approved changes

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. ~~The term "Owner" means the Owner or the Owner's authorized representative.~~Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

...

**§ 2.1.2** ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

...

~~§2.2 Evidence of the Owner's Financial Arrangements~~

...

~~**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~**2.1.3** The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

...

~~**§2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the~~ **2.1.4** The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

...

~~Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract~~ **§ 2.1.5** The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

...

**§** ~~2.2.3~~ **~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~**

...

2.2 Owner's Financial Arrangements

...

**§ ~~2.2.4~~** ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~ **2.2.1** The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

...

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a successor architect has been employed by Owner.

**PAGE 16**

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The Contractor shall 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 or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

...

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work~~ with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

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

...

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

...

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

...

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

...

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

**PAGE 17**

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

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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

...

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

...

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

...

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

...

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

...

**§ 3.2.3** ~~The Contractor is not~~ Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 3.2.4** If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for its position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the Contractor shall not~~ Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~authorities when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

...

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

...

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

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

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

...

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

...

.2 Generally prevailing climatic conditions;

...

.3 Anticipated labor supply and costs;

...

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

...

.5 Other similar issues.

**PAGE 19**

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

...

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching,

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

...

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

...

**§ 3.3.5** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

...

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;

...

.2 The special shoring requirements, if any, of the Owner; and

**PAGE 20**

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

...



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

.4 Trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item and shall be based on the square feet of shoring used.

...

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

...

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

...

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

...

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

...

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

...

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

**PAGE 21**

**§ 3.4.2.2** The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

...

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

...

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

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

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

...

**§ 3.4.6 CRIMINAL HISTORY CHECKS**

...

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

**PAGE 22**

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

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful materials to a minor. The term "instructional facility" means real property, and improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

...

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

...

**§ 3.4.7 PREVAILING WAGE RATES**

...

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

...

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

...

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

...

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

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient ~~maintenance,~~ maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal ~~usage.~~ usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

...

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

...

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

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

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

...

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

...

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

...

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

**PAGE 24**

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

...

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

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

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

...

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

...

.3 Co-sign warranties when required;

...

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

...

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

...

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

...

~~with Section 9.8.4.~~.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

...

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

...

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether ornot yet effective or merely scheduled to go into effect.~~Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or

**PAGE 25**

Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

...

**§ 3.7.1** ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and~~ After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

...

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

...

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

...

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work."

...

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

**PAGE 26**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ ~~materially and~~ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees or Board's designee and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.~~If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

...

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and ~~Architect.~~ Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

...

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

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

...

**.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the ~~site and all required taxes,~~ site, less applicable trade discounts;

...

**.3** whenever costs are more than or less than allowances, the Contract ~~Sum shall be adjusted accordingly by Change Order. The amount of the Change Order~~ Sum, unless required to do so by the terms of the Construction Documents, shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

...

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

**PAGE 27**

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

...

**§ 3.9.2** ~~The Contractor,~~ [*Intentionally deleted.*]

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

~~as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~**§ 3.9.3** Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site during performance of the Work, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

**...**

§ ~~**3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~**3.9.4** Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

**...**

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

**...**

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

**...**

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

**PAGE 28**

**§ 3.10.4** The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower,

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

...

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

...

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

...

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

...

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

**PAGE 29**

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

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

...

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. ~~The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.~~ The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy~~ adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design ~~professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy.~~ professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

...

**§ 3.12.11** The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

...

**§ 3.12.12** The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or its consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 3.12.13** The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

...

**§ 3.12.14** The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

...

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

...

**§ 3.13.2** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

...

**§ 3.13.3** The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

...

**§ 3.13.4** Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

...

**§ 3.13.5** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

...

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together ~~properly.~~ properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects" "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

...

**§ 3.14.3** No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

**PAGE 31**

**§ 3.15.1** The Contractor ~~shall~~shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

...

**§ 3.15.3** The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

...

**§ 3.15.4** After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

...

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

The Contractor shall pay all royalties and license fees. ~~The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if~~ THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or ~~patent is discovered by, or made known to, the Contractor,~~ a patent, the Contractor shall be responsible for ~~the loss unless the~~ such loss unless such information is promptly furnished to the ~~Architect.~~Owner and Architect in writing.

**PAGE 32**

**§ 3.18.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

...

**§ 3.18.2** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ*.

...

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

...

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

...

§ 3.18.6 IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER PARAGRAPH 3.18, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

**PAGE 33**

§ 3.18.7 IT IS UNDERSTOOD AND AGREED THAT SUBPARAGRAPH 3.18.1 ABOVE IS SUBJECT TO, AND EXPRESSLY LIMITED BY, THE TERMS AND CONDITIONS OF TEXAS CIV. PRAC. & REM. CODE ANN. SEC. 130.001 TO 130.005, AS AMENDED.

...

§ 3.18.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY {INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

...

~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~**§ 3.19** ANTITRUST VIOLATION. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq*. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

...

~~**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

...

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect. Consent~~ Owner.

...

~~shall not be unreasonably withheld.~~**§ 4.1.3** Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

...

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~constructionuntil the date the Architect issues the final Certificate for Payment.~~ construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents, or as they may be amended in the future.

...

**§ 4.2.2** ~~The Architect will visit the site at~~ Architect shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, ~~or as otherwise agreed with the Owner, to become generally~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

~~familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed~~ to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when ~~fully~~ completed, will be in accordance with ~~the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions andprograms in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and

**PAGE 34**

**§ 4.2.3** ~~On the basis of the site visits, the Architect will keep the Owner reasonably informed about~~ Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the ~~portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The~~ Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

...

**§ 4.2.3** The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

...

~~The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project.~~ Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.~~The Contract Documents may specify other communication protocols.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 4.2.5** ~~Based~~ As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

...

**§ 4.2.6** The Architect ~~has authority to~~ shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have ~~authority to require~~ will recommend to Owner additional inspection or testing of the Work in accordance with ~~Sections 13.4.2 and 13.4.3,~~ the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

**PAGE 35**

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents and the Contract Documents. The Architect's action will be taken ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness~~ with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation ~~or performance~~ of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions ~~or~~or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

...

**§ 4.2.8** The Architect ~~will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work~~ shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect ~~will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.~~shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

...

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

...

**§ 4.2.12** Interpretations ~~and decisions~~ or recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and ~~decisions,~~ recommendations, the Architect will endeavor to secure faithful performance by both Owner and ~~Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~Contractor.

...

**§ 4.2.13** The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect ~~will be final if consistent with the intent expressed in the Contract Documents.~~shall be final.

...

**§ 4.2.14** The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information, at no additional cost to the Owner.

**PAGE 36**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect ~~may notify~~ shall notify in writing the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

...

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work,~~ When the parties agree on a proposed substitute Subcontractor, then the Contract Sum and Contract Time ~~shall~~ may be increased or decreased by the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

...

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

**PAGE 37**

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

...

§ 5.3.2 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

...

**§ 5.4.1** Each subcontract agreement for ~~a~~ any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

...

**.1** assignment is effective only after termination of the Contract by the Owner for cause ~~pursuant to Section 14.2~~ or convenience pursuant to Article 14 or abandonment of the Project by the

Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor;~~ Contractor in writing; and

...

**.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the ~~Contract.~~Contract; and

...

**.3** the Subcontractor provides bonds as required by law or prime contractors and by Owner.

...

**§ 5.4.2** ~~Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

...

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor~~ Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

...

**§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT**

...

~~or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

...

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

...

The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

§ the

...

Work.

...

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**PAGE 38**

**§ 6.1.3** The ~~Owner shall provide for coordination of~~ Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the ~~Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules.~~ Contractor to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual ~~agreement.~~ agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

...

**§** ~~6.1.4 Unless otherwise provided in~~ **6.2 Contractor's Responsibility**

...

~~the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions ofthe Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~ **§ 6.2.1** It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of

...

~~**§ 6.2 Mutual Responsibility**~~

...

~~**§ 6.2.1**~~ Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging of their materials and equipment and performance of their ~~activities,~~ activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify in writing the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor~~that are not apparent.~~.

...

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.~~The~~

...

~~Owner shall be responsible to the Contractor for costs the Contractor incurs because~~ **§ 6.2.3.1** If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

...

**§6.2.3.2** If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of ~~a Separate~~ such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

...

~~Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~**§ 6.2.3.3** All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

**PAGE 39**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Architect~~ Owner will allocate the cost among those responsible.

...

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

...

**§ 7.1.4** The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work.

...

**§ 7.1.5** Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

...

**§ 7.1.6** If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

...

**.2** The amount of the adjustment, if any, in the Contract ~~Sum;~~ Sum or Guaranteed Maximum Price; and

...

**§ 7.2.2** Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

**PAGE 40**

**§ 7.2.3** Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

...

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract ~~Sumor Contract Time, or both.~~ Sum, or Guaranteed Maximum Price, or Contract Time, or all of the above. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or Guaranteed Maximum Price and Contract Time being adjusted accordingly.

...

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract ~~Sum,~~ Sum or Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

...

**.2** Unit prices stated in the Contract Documents or subsequently agreed ~~upon;~~upon (additional mark-ups for overhead, profit, and fees will not be allowed);

...

**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage ~~fee;~~ fee, subject to the limitations of subparagraph 7.4.1; or

...

**.4** As provided in Section ~~7.3.4.~~7.3.4, subject to the limitations of subparagraph 7.1.4.

...

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract ~~Sum, the~~ Sum or Guaranteed Maximum Price, then Architect shall determine the adjustment on the basis of ~~reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4~~ the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

...

**.1** ~~Costs~~ Actual costs of labor, including applicable payroll taxes, ~~fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~and workers' compensation insurance;

...

**.2** ~~Costs~~ Actual costs of materials, supplies, and equipment, including cost of ~~transportation, whether incorporated or consumed;~~transportation used in performing the Change in the Work;

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

.3 ~~Rental~~ Actual rental costs of machinery and ~~equipment, exclusive of hand tools, whether rented from the Contractor or others;~~equipment rented from third parties, exclusive of hand tools,;

...

.4 ~~Costs~~ Actual costs of premiums for all bonds and insurance, ~~permit fees, and sales, use, or similar taxes, directly related to the change; and~~and permit fees.

...

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

...

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum ~~or Contract Time.~~or Guaranteed Maximum Price, or Contract Time, provided that, pursuant to Texas Government Code Section 2251.0521, Contractor shall not be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the Guaranteed Maximum Price or the Contract Sum. No subcontractor shall be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the subcontractor's contract amount.

**PAGE 41**

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

...

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect.When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.~~plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

...

~~The~~ With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with ~~the intent of~~ the Contract Documents or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical**

...

~~**ARTICLE**~~ **equipment.**

...

**ARTICLE 8 TIME**

...

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for ~~Substantial~~ Final Completion of the Work.

...

**§ 8.1.2** The date of commencement of the Work is the ~~date established in the Agreement.~~first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11.

...

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

**PAGE 42**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor ~~confirms~~ stipulates that the Contract Time is a reasonable period for performing the Work.

...

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Time.

...

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

...

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Work; (3) by ~~labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ fire, governmental actions, or adverse weather conditions documented in accordance with Section ~~15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ 15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect ~~determines,~~ and Owner determine, may justify delay, then the Contract Time ~~shall~~ may be extended for such reasonable time as the Architect and Owner may determine.

...

**§ 8.3.3** This ~~Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

...

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

...

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall be equitably adjusted.~~may be equitably adjusted by prior written agreement.

...

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

**PAGE 43**

**§ 9.2.2** If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

...

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

...

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

...

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

...

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

...

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

...

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage~~if provided for in the Contract Documents.~~.

...

**§ 9.3.1.1** ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

...

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor ~~does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

§ ~~9.3.2~~ ~~Unless otherwise provided in the Contract Documents, payments shall~~ **9.3.1.3** Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (*Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032*).

...

~~be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation~~ **§ 9.3.2** Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

...

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

...

.2 The location must be a bonded warehouse.

...

~~in the Work. If approved in advance by~~ .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

...

~~the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.~~ .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.

**PAGE 44**

.5 Payment shall not include any charges for overhead or profit on stored materials.

...

~~for materials and~~ .6 Payments for materials or equipment stored on or off the site shall be conditioned upon ~~compliance by the Contractor with procedures~~ submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials ~~and~~ or equipment or otherwise protect the Owner's interest, ~~and shall include the costs of applicable insurance, storage, and transportation to the site, for such~~ including applicable insurance (naming the Owner as insured and naming the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

...

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

...

**§ 9.3.4** Contractor shall submit Applications for Payment electronically or, if requested by owner, in writing and in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

...

**§ 9.3.5** By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**PAGE 45**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for ~~Payment, either (1)~~ Payment carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification and disputing in part certification in accordance with Texas Government Code Section 2251.042(2)) and as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a) and as provided in Section 9.5.1.

...

Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq*. Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

...

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, ~~based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief,~~ that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract ~~Documents, and that the Contractor is entitled to payment in the amount certified.~~ Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the ~~Architect.~~ Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

...

**§ 9.4.3** The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

**PAGE 46**

**.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**.7** repeated failure to carry out the Work in accordance with the Contract ~~Documents.~~ Documents; or

...

**.8** failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

...

**§ 9.5.2** When ~~either party~~ the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~ the Contractor may submit a Claim in accordance with Article 15.

...

**§ 9.5.4** ~~If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

...

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract ~~Documents,~~ Documents and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq*., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

...

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

...

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or ~~supplier, except as may otherwise be required by law.~~supplier. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

**PAGE 47**

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.

...

**§ 9.6.8** ~~Provided the Owner has fulfilled its payment obligations under the Contract Documents, the~~ The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

**§ 9.6.9** Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

...

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due, and owing after the date the payment is due under the Contract Documents then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

...

**§ 9.7.2** If the Architect does not issue a Certificate for ~~Payment, through no fault of the Contractor,~~ Payment within seven days after receipt of the Contractor's Application for Payment, ~~or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days'~~ through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14)

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. ~~The~~

...

~~Contract Time shall be extended appropriately and the Contract Sum shall be increased by the~~ **§ 9.7.3** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

...

~~amount of~~ .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

...

~~the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~ .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

**PAGE 48**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

...

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

...

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will ~~prepare a~~ prepare, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of ~~Substantial~~ Final Completion of the Work or designated portion~~thereof unless otherwise provided in the Certificate of Substantial Completion.~~.

...

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

...

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when ~~such portion is designated by separate agreement with the Contractor,~~ agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work ~~and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2.~~ resulting from such occupancy, use or installation, and property and liability insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

**PAGE 49**

**§ 9.9.2** Immediately prior to such partial ~~occupancyor use,~~ occupancy, use, or installation, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

...

**§ 9.9.3** Unless otherwise agreed ~~upon,~~ upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract ~~Documents.~~Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

...

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly ~~issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and~~ prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire ~~balance~~ balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

...

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) ~~a certificate evidencing~~ evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ~~if required~~ except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

...

.1 Written certifications required by Sections 10.5, 10.6, and 10.7;

...

.2 Final list of subcontractors (AIA Document G705);

...

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance;

...

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

.5 Maintenance and Instruction Manuals;

...

.6 Owner's Final Completion Certificate; and

**PAGE 50**

.7 As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

...

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

...

Per 19 TAC Section 61.1040(6)(f)(C), Contractor shall certify the following:

1. Process certifications. To ensure construction quality and performance of contract terms, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in conformance with the contract documents.

1. Certifications related to construction quality standards under subsection (j) of 19 TAC Section 61.1040.

...

To ensure compliance with construction quality standards, the Contractor and prime subcontractors, if applicable, shall certify compliance at the completion of a capital improvement project that the Project has been built in conformance with the contract terms and performance standards specified by the Contract Documents for the Contractor and for any of its subcontractors or subconsultants of any tier, which shall include certification of compliance with any subsequent change order documents approved by the Owner and Architect.

...

Where a third-party code compliance officer is required by subsection (j) of 19 TAC Section 61.1040 to ensure that a third-party code compliance officer does not find any violations of the provisions of the required construction codes identified in subsection (j)(1) of 19 TAC Section 61.1040 that are not enforced by a state or local authority having jurisdiction, Owner shall require that a third-party code compliance officer issue a third-party certificate of

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

occupancy. Where a local authority having jurisdiction enforces some of the required construction codes, a third-party code compliance officer shall not issue a third-party certificate of occupancy until either the local authority having jurisdiction has issued a certificate of occupancy or the local authority having jurisdiction indicates in writing to the third-party code compliance officer that the local authority having jurisdiction does not issue certificates of occupancy.

...

Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. To provide a safe and secure environment, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in reasonable accordance with the safety and security directives provided by the school district and reflected in the Contract Documents prepared by the Architect.

...

Special provisions for a Construction Manager-Agent. For projects that use the construction manager agent contracting method established in Texas Government Code Chapter 2269, Subchapter E, the Construction Manager Agent and each construction prime contractor must provide certification in accordance with clause (i) of 19 TAC Section 61.1040, and each shall certify the scope of work for which they are contractually responsible.

**PAGE 51**

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, ~~except that~~ and it shall not constitute a waiver of Claims.

...

**§ 9.10.4** The making of final payment shall not constitute a waiver of ~~Claims by the Owner except those arising from~~any Claims by the

...

~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~

...

~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~Owner.

...

~~**.3** terms of special warranties required by the Contract Documents; or~~

...



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

...

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously ~~made in writing~~ asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

...

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

...

§ 10.1.1 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

...

§ 10.1.2 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

...

§ 10.1.3 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

.1 employees on the ~~Work~~Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected ~~thereby;~~thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

...

.3 other property at the site or adjacent thereto, such as other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

...

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

...

**§ 10.2.4** When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel.~~personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment, or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

...

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. ~~The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.~~ The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

...

**§ 10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

...

**§ 10.2.8** The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

§ **10.2.**9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

...

§ **10.2.10** Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

**PAGE 53**

**§ 10.2.11 Injury or Damage to Person or Property**

...

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

...

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

...

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 10.3.3** ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

...

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site~~unless such materials~~ .

...

**§ 10.4 Emergencies**

...

~~or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**§ 10.4.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

...

~~§ **10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the~~ **10.4.2** The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

...

**§ 10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS**

**PAGE 54**

~~Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~**§ 10.5.1** Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

...

**§ 10.5.2** Final Payment shall not be made until this written certification has been received.

...

§ ~~10.3.6~~ ~~If, without negligence on the part~~ **10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM**

...

~~of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner~~ **§ 10.6.1** Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

...

~~shall reimburse the Contractor for all cost and expense thereby incurred.~~**§ 10.6.2** The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

...

§ ~~10.4 Emergencies~~**10.7 HAZARDOUS MATERIALS CERTIFICATION**

...

~~In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.~~The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

...

§ ~~11.1 Contractor's Insurance and~~Bonds**11.0.1** No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and

...

**~~§ 11.1.1~~** ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~effect. Contractor shall

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects" "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

notify Owner and Architect in writing of any proposed nonconformity with these requirements and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

...

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the~~ **11.0.2** Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

...

~~required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~ **§ 11.0.3** All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

...

~~§ 11.1.3 Upon the request of any person or entity appearing~~ **11.0.4** All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

...

~~to be a potential beneficiary of bonds covering payment~~ **§ 11.0.5** All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.

**PAGE 55**

~~of obligations arising under the Contract, the Contractor shall promptly furnish a copy~~ **§ 11.0.6** Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

...

~~of the bonds or shall authorize a copy to be furnished.~~ **§ 11.0.7** All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

§ ~~11.1.4 **Notice of Cancellation** or **Expiration of** Contractor's **Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any~~ **11.0.8** Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

...

**§ 11.1 OWNER CONTROLLED INSURANCE PROGRAM and Contractor's Bonds**

...

~~insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have~~ **§ 11.1.1** Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") that will provide commercial general liability and excess liability insurance for all Enrolled Contractors (as defined in Exhibit A) providing direct labor to the Project. The OCIP is described in Exhibit A and the OCIP Manual attached hereto and made a part hereof as Schedule 1 (the "OCIP Manual"). All terms and conditions of Exhibit A and the OCIP Manual will apply during the term of the Agreement and for such period after the term of the Agreement as may otherwise be set forth in Exhibit A or the OCIP Manual.

...

~~the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~While the OCIP is intended to provide broad coverages and high limits for Enrolled Contractors, the OCIP is not intended to meet all the insurance needs of such Enrolled Contractors. In addition to any insurance provided by the Owner, Contractor, Enrolled Contractors and all other parties providing work, services or materials for the Project, including, but not limited to, Ineligible Contractors (as defined in Exhibit C) and Eligible Contractors (as defined in Exhibit A) not enrolled in the OCIP, will be responsible for providing certain insurance as specified in Exhibit A. The OCIP Manual will recommend that Eligible Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained.

...

§ ~~11.2 Owner's Insurance~~**11.1.2** [*Intentionally deleted.*]

...

§ ~~**11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where theProject is located.~~ **11.1.2.1** The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 11.2.2 Failure** to **Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq*. and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

**PAGE 56**

the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to **§ 11.1.2.2** The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

...

the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to **§ 11.1.2.3** All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

...

the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. **§ 11.1.2.4** Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

...

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

...

**§ ~~11.2.3~~ 11.1.4 Notice of Cancellation or Expiration of ~~Owner's Required Property~~ Contractor's Required Insurance.** Within three (3) business days of the date the ~~Owner becomes aware~~ Contractor knows or should know of an impending or actual cancellation ~~or expiration~~ of any ~~property~~ insurance required by the Contract Documents, the ~~Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless~~ Contractor shall provide written notice to the Owner of such impending or actual cancellation. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of ~~the Contractor: (1) the Contractor, upon receipt of notice from~~ the Owner, ~~shall~~ have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by ~~either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner~~ the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide ~~required insurance.~~any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

...

~~§11.3 Waivers of Subrogation~~

...

**~~§ 11.3.1~~** ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~ **11.2 Contractor-Provided Insurance Coverages.** For any and all Work under the Agreement, and until completion and final acceptance of the Work, the Contractor and each Subcontractor (of any tier) shall, at its own expense, obtain and maintain the following minimum coverages, written on a primary and noncontributory basis (Contractor has the right to increase these minimum coverages per Subcontract): Workers Compensation and Employer's Liability, Commercial Automobile Liability Insurance, Commercial General Liability Insurance, Excess Liability Insurance (Excluded Contractors and Contractor), Professional Liability Insurance, Crane Liability and Riggers Legal Liability, Cyber Liability Insurance, Unmanned Aircraft Liability Insurance, Tools and Equipment Floater Insurance, as applicable and as further explained in Exhibit A.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

...

**§ 11.4 Loss of ~~Use, Business Interruption, and Delay in Completion~~ Use and Business Interruption Insurance**

...

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

**PAGE 57**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements ~~of any applicable mortgagee clause and~~ of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

...

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor ~~does~~ and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor ~~timely objects~~ and/or Architect timely object to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect,~~ Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

...

**§ 12.2.1.1** The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

...

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion ~~thereof or after the date for commencement of warranties established under Section 9.9.1,~~ thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct ~~it~~ the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

**PAGE 58**

~~in accordance with Section 2.5.~~**§ 12.2.2.1**.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

...

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are ~~not~~ in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the ~~Owner.~~Owner, but only as to the corrected Work.

...

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction ~~of~~ by the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

...

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

...

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

...

The Contract shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~laws of State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

**PAGE 59**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the Contract shall assign the Contract~~as a whole~~, in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

**§ 13.2.2** The ~~Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.~~invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

...

**§ 13.3.2** No action or failure to act by the ~~Owner, Architect, or Contractor~~ Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public ~~authorities.~~ authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and ~~approvals.~~ approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. ~~The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded.~~ The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the ~~Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements~~ Owner shall provide or contract for such additional testing, inspection, or ~~approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.~~ approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

...

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, ~~including~~ including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

...

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect.~~Architect, with a copy to the Owner.

**PAGE 60**

~~Payments due~~ Undisputed payments overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate ~~the parties agree upon~~ as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

...

**§ 13.6 EQUAL OPPORTUNITY IN EMPLOYMENT**

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 13.6.1** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

...

**§ 13.6.2** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

...

**§ 13.7 RECORDS**

...

**§ 13.7.1** Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

...

**§ 13.7.2** If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

...

**§ 13.7.3** Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

...

~~in writing or, in~~ **§ 13.7.4** Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.79.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

...

~~the absence thereof, at the legal rate prevailing from~~ **§ 13.7.5** In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

...

**§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION**

...

**§ 13.8.1** Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

...

~~time to time at the place where~~ **§ 13.8.2** Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

**PAGE 61**

~~the Project islocated.~~**§ 13.8.3** The parties acknowledge that, as a public entity in the State of Texas, Owner is

...

subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq.*, and the Texas Open Meetings Act, Texas Government Code, Section 551.001,

...

*et*

...

*seq*.

...

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

**.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment ~~on a~~ of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract ~~Documents; or~~Documents.

...

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

...

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, ~~the Contractor may, upon seven days'~~ then, after the applicable time period the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such~~ executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

...

**§ 14.1.4** If the Work is stopped for a period of ~~60~~ 90 (ninety) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven additional days'~~ twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

**.2** fails to make payment to Subcontractors or ~~suppliers~~ Suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers;~~Suppliers;

...

**.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;~~or~~

...

**.4** otherwise is guilty of substantial breach of a provision of the Contract Documents;

...

**.5** fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

...

**.6** engages in serious or repeated worker misconduct in violation of Article 3.3.2;

...

**.7** engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**.8** fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

...

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and ~~upon certification by the Architect that sufficient cause exists to justify such action,~~ subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

...

**§ 14.2.4** If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the ~~Architect's~~ Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, ~~such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor~~ exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price, (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the ~~Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~ Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

...

**§ 14.2.5** The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

...

**§ 14.2.6** As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

**§ 14.3.2** The Contract ~~Sum and Contract Time shall be adjusted~~ Sum, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

**PAGE 63**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

...

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

...

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; costs incurred~~ executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

...

~~by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**§ 14.4.4** Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

...

**~~§~~ OF CONTRACTOR~~§~~ 15.1 Claims**

...

A Claim is a demand or assertion by ~~one of the parties~~ the Contractor seeking, as a matter of right, payment of ~~money,~~ additional compensation under the Contract Documents, interpretation of the Contract Document terms, a change in the Contract Time, or other relief with respect to the terms of ~~the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to~~ the Contract. The responsibility to substantiate Claims shall rest with the ~~party making the Claim.~~ Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

...

**§ 15.1.2 Time Limits on ~~Claims~~Litigation**

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

The Owner and Contractor shall commence all ~~Claims and causes of action against the other and arising out of or related to the Contract,~~ litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the ~~binding~~ dispute resolution method selected in the Agreement and within the period specified by applicable law, but in ~~any case not more than 10 years after the date of Substantial Completion of the Work.~~ the case of the Owner, not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all ~~Claims and~~ causes of action not commenced in accordance with this Section 15.1.2.

...

**§ 15.1.3.1** Claims by ~~either~~ the ~~Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by ~~notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21~~ written notice to the Owner and to the Architect. Claims by Contractor under this Section 15.1.3.1 must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 ~~days after the claimant first recognizes~~ calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is ~~later.~~earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.

**PAGE 64**

**§ 15.1.3.2** Claims by ~~either~~ the ~~Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

...

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section ~~9.7 and Article 14,~~ 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

...

**§ 15.1.4.2** ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~[*Intentionally deleted.*]

...

**§ 15.1.5 Claims for Additional Cost or An Increase in the Contract Sum or Guaranteed Maximum Price**

...

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract ~~Sum,~~ Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given ~~before proceeding to execute the portion of the Work that is the subject of the Claim.~~ to Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

...

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate ~~of cost and~~ of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

...

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and ~~had an adverse effect on the scheduled construction.~~prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period.

...

§ ~~15.1.7 Waiver of Claims for Consequential Damages~~**15.1.6.3** Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

...

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~**§ 15.1.6.4** No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to

...

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of

...

~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there,~~ time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

~~for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from~~ **§ 15.1.6.5** Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

...

~~the Work.~~ **§ 15.1.6.6** The Contractor anticipates and include in the construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a rain day when rainfall exceeds one-half (.5) inch during a 24-hour period The number of rain days expected for each month as follows:

...

January..... 2.0..... Calendar.....Days.... July..... 4.2..... Calendar Days

...

February..... 1.1..... Calendar .....Days.... August..... 3..4..... Calendar Days

...

March..... 1.2..... Calendar .....Days.... September. 3.9 ..... Calendar Days

...

April..... 1.5 ..... Calendar .....Days..... October..... 2.5..... Calendar Days

...

May..... 2.8..... Calendar .....Days..... November... 1.4..... Calendar Days

...

June..... 3.6..... Calendar .....Days.... December. 1.3..... Calendar Days

...

~~This mutual waiver is applicable, without limitation, to~~ **§ 15.1.7 Waiver of Claims for Consequential Damages**

...

~~all consequential damages due to either party's termination in accordance with Article 14.~~ The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects" "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 15.2 ~~Initial Decision~~Resolution of Claims and Disputes**

**...**

**§ 15.2.1** ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation ~~of any Claim. If an initial decision has not been rendered within 30 days~~ or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

**...**

**§ 15.2.2** The ~~Initial Decision Maker will~~ Architect shall review Claims and within ten days of the receipt of ~~a Claim take one or more~~ the Claim take one of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

**...**

**§ 15.2.3** In evaluating Claims, ~~the Initial Decision Maker~~ Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ~~Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Architect in making a written recommendation.

**...**

**§ 15.2.4** If the ~~Initial Decision Maker~~ Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker~~ Architect when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker~~ Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker~~ Architect will either reject or approve the Claim in whole or in part.

**...**

**§ 15.2.5** ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall befinal and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~reached, then either party may request mediation of the dispute pursuant to Section 15.3.

...

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate orpursue binding dispute resolution proceedings with respect to the initial decision.~~**15.2.6** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or

...

~~**§ 15.2.7** In the event of a Claim against the Contractor,~~ the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**PAGE 66**

**§ 15.2.6.1** [*Intentionally deleted.*]

...

**§ 15.2.7**

...

**§**

...

[*Intentionally*

...

*deleted.*]

...

~~**15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**§ 15.2.8** [*Intentionally deleted.*]

...

**§ 15.3 ~~Mediation~~Alternative Dispute Resolution**

...

**§ 15.3.1** ~~Claims, disputes, or other matters in controversy~~ Any Claim arising out of or related to the Contract, ~~except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects" "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

...

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon aschedule for later proceedings.~~. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a

...

**~~§ 15.3.3~~** ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~neutral mediator by a District Judge in the county in which the Project is located.

...

**§ ~~15.3.4~~ 15.3.3 The parties shall share the mediator's fee** ~~and **any filing** fees **equally.**~~ The mediation **shall be held** ~~in **the** place **where the** Project~~ **equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed** ~~upon.~~ **upon by the parties. Agreements reached in mediation shall be**~~enforceable as settlement agreements in any court having jurisdiction thereof.~~

...

~~**§ 15.4 Arbitration**~~

...

~~**§ 15.4.1** If the parties have selected arbitration as the method **for** binding dispute resolution in **the** Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless **the parties** mutually agree otherwise, shall be administered **by the** American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date **of** the Agreement. The Arbitration **shall be** conducted in **the** place where **the** Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice **of** demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~**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.**

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.**15.3.4** Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

...

**§** 15.4.2 **The award rendered by 15.4 No Arbitration**

...

the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in anycourt having jurisdiction thereof.**§ 15.4.1** Notwithstanding anything to the contrary in the Contract Documents or in any

...

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.document forming a part hereof, there shall be NO mandatory arbitration for any dispute arising hereunder.

...

**§ 15.4.4 Consolidation or Joinder**

...

§**15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules andmethods for selecting arbitrator(s).**15.5** Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and

...

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

...

§**15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under **15.6** In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

...

~~this Agreement.~~EXECUTED this 19th day of August, 2025.

...

OWNER: CONTRACTOR:

...

---

**PAGE 67**

Title: Superintendent By Bryan Walters

...

Ector County Independent School District Title: Senior PM

...

Henthorn Commercial Construction, LLC



Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Liz Lonngren, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:41:31 on 08/15/2025 under Order No. 20250123951 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:41:31 on 08/15/2025 under Order No.20250123951 which expires on 04/27/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA0C)

**Ector County Independent School District**

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent – District Operations

**SUBJECT: REQUEST FOR APPROVAL TO CHANGE THE DELIVERY METHOD FOR PRIORITY 1 AND 2 ROOFING PROJECTS FROM COMPETITIVE SEALED PROPOSAL (CSP) TO CONSTRUCTION MANAGER AT RISK (CMAR)**

**DATE:** August 19, 2025

---

Four campuses were identified as high priority previously for roof replacement: Burleson, Travis, Fly and Zavala. The Construction Manager At Risk delivery method gave the best timeline for completion of these projects. Moreover, significant savings was also realized through this change. Due to the savings found using CMAR for the first package, District Operations is confident that five other campuses (Noel, San Jacinto, Cameron, Crockett, and Ector MS) slated for roof replacement under Bond 2023 Priority 1 and 2 will be equally cost-effective under the CMAR delivery method.

It is the recommendation of the Administration that the district change the delivery method of the remaining five Priority 1 and 2 Roofing projects from Competitive Sealed Proposal (CSP) to Construction Manager At Risk (CMAR).

**********

Administrative Recommendation:



Approval of the Change in Delivery Method

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent – District Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN ECISD AND TEINERT CONSTRUCTION FOR CONSTRUCTION OF THE NEW MIDDLE SCHOOL TO INCLUDE ROOFING PROJECTS AND THE GUARANTEED MAXIMUM PRICE AMENDMENT FOR ROOFING PROJECTS**

**DATE:** August 19, 2025

---

The Administration requests that the Board approve the amendment to the Construction Manager At Risk (CMAR) contract with Teinert Construction for construction of the new middle school. This amendment will expand the scope of this contract to include time-sensitive roofing projects at Burleson ES, Fly ES, Travis ES, and Zavala ES. The new middle school and the roofing projects were all approved by ECISD voters under ECISD Bond 2023. The Administration also requests approval of the Guaranteed Maximum Price for the cost of these four roofing projects ($7.47 M). These funds were previously authorized by the Board of Trustees under Renewal RFQ # 24-26-2 Construction Manager at Risk Services for Teinert Construction to oversee completion of these projects.

**********

Administrative Recommendation:

Approval of Amendment to CMAR Contract with Teinert Construction for New Middle School Construction to Include Roofing Projects and the Guaranteed Maximum Price Amendment for roofing projects.

**AMENDMENT TO**
**AIA DOCUMENT A133-2019 CONTRACT**
**BETWEEN**
**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**AND**
**ALLEN TEINERT CONSTRUCTION CO.**

**PROJECT:** 2023 Bond Program New Construction and Renovations

**CONTRACT INFORMATION:** Initial Contract dated June 18, 2024

**OWNER:** Ector County Independent School District, 802 North Sam Houston, Odessa, Texas 79761.

**CONTRACTOR:** Allen Teinert Construction Co., d/b/a Teinert Construction, 1402 Crickets Avenue, Lubbock, Texas 79401.

**This Amendment**, effective August 19, 2025 (the "Effective Date"), modifies and amends the existing AIA Document A133–2019 Contract by and between **the Ector County Independent School District ("Owner"),** and **Allen Teinert Construction Co., d/b/a Teinert Construction ("Construction Manager")**, collectively the "Parties", previously entered into on June 18, 2024 (the "Initial Contract").

WHEREAS, the Parties have agreed to amend the "Initial Contract" to add Roofing Renovations of Burleson Elementary School, Travis Elementary School, Zavala Elementary School, and Fly Elementary School.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Parties agree to amend the previously executed Initial Contract as follows:

1. On page 1, the Project description is replaced with the following: "2023 Bond Program New Construction and Renovations: New Middle School Construction and Roofing Renovations at Burleson Elementary School, Fly Elementary School, Zavala Elementary School, and Travis Elementary School."

2. On page 1, the following Architect information is added for the Roofing Renovations work: "Mantis Innovations 4322 North Beltline Road, Irving, Texas 75038."

3. Article 1.1.1 is amended by adding the following description for the Owner's program for the Roofing Renovations, as follows: "Middle School and Roofing Renovations of Burleson Elementary School, Fly Elementary School, Zavala Elementary School, and Travis Elementary School."

4. Article 1.1.2 is amended by adding the physical characteristics for the Roofing Renovations Work as follows: "Burleson Elementary School, located at 3900 North Golder, Odessa, Texas 79764; Fly Elementary School, located at 11688 West Westview Drive, Odessa, Texas 79764; Zavala Elementary School, located at 1201 Clifford Street Odessa, Texas 79763; and Travis Magnet School, located at 1400 South Lee Avenue Odessa, Texas 79761."

5. Article 1.1.3 is amended by adding: "the Owner's budget for the Guaranteed Maximum Price, as defined in Article 6, for Roofing Renovations of Burleson Elementary School, Fly Elementary School, Zavala Elementary School, and Travis Elementary School is Seven Million Five Hundred thousand Dollars (7,500,000.00)."

6. Article 1.1.4 is amended by adding the following: "Owner's Anticipated Design and Milestone Dates for the Roofing Renovations Work are:

1. Design Phase Milestone Dates: 1/1/2025 through 3/15/2025;
2. Construction Commencement Date: 4/1/2025;
3. Substantial Completion Date: 9/30/2025."

7. Article 1.1.11 is amended by adding the Architect's Representative for Mantis Innovations—for the Roofing Renovations Work: "Mr. Dustin Dennis, 4322 North Beltline Road, Irving, Texas 75038, tel. 214.758.0785, ddennis@mantisinnovation.com."

8. Article 6.1.2 is amended by adding the Construction Manager's fee for the Roofing Renovations Work in the amount of: $42,873.00 for Zavala ES, $26,962.00 for Travis ES, $33,812.00 for Fly ES, and $33,701.00 for Burleson ES.

**ACKNOWLEDGMENT**. Except as expressly supplemented and amended by the terms of this Amendment, all other terms and conditions in "Initial Contract" that are not hereby amended remain in full force and effect and are hereby ratified and affirmed in all respects.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Amendment to be executed by its duly authorized agent.

**OWNER:**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

ALLEN TEINERT CONSTRUCTION CO.
d/b/a TEINERT CONSTRUCTION

By: _____

Name: _____

Title: _____

# AIA® Document A133® – 2019 Exhibit A

## *Guaranteed Maximum Price Amendment*

This Amendment dated the 19th day of August in the year 2025 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of June in the year 2024 (the "Agreement")
*(In words, indicate day, month, and year.)*

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

2023 Bond Program New Construction and Renovations to ECISD Roof Bond Package
Roofing Projects
ECISD Murry Fly Roof Replacement
ECISD Zavala Roof Replacement
ECISD Travis Roof Replacement
ECISD Burleson Roof Replacement

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

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

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

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.

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

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

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


AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (726544467)

**Lubbock, TX 79401** WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

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

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

**TABLE OF ARTICLES**

**A.1 GUARANTEED MAXIMUM PRICE**

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

**A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

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

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million Four Hundred Sixty Eight Thousand Two Hundred Forty Three Dollars ($ 7,468,243.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

ECISD Travis Roof Replacement - $1,467,010.00
ECISD Zavala Roof Replacement - $2,330,138.00
ECISD Murry Fly Roof Replacement - $1,838,579.00
ECISD Burleson Roof Replacement - $1,832,516.00

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

See GMP Summary Exhibit B

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

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

**§ A.1.1.5 Alternates**

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

| Item | Price |
|---|---|


AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (726544467)

| Item | Price | Conditions for Acceptance |
|---|---|---|
| N/A | | |

*(Table deleted)*
*(Paragraphs deleted)*
**§ A.1.1.6** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
**§ A.2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of execution of this Amendment.

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

Day after receipt of Notice to Proceed

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

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

**§ A.2.3 Substantial Completion**
**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall diligently prosecute and achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

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

[ X ] By the following date: 10/1/2025

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

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

| Portion of Work | Substantial Completion Date |
|---|---|

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.11 of the Agreement, at $500.00 per day.


AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (726544467)

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

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

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

| Document | Title | Date | Pages |
|---|---|---|---|

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

See Attached Exhibit A

| Section | Title | Date | Pages |
|---|---|---|---|

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

See Attached Exhibit A

| Number | Title | Date |
|---|---|---|

Other identifying information:

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

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

| Item | Price |
|---|---|

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

See Attached Assumptions and Clarifications Exhibit C

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

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

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
*(List name, discipline, address, and other information.)*

See Attached Exhibit B


AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (726544467)

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

| | |
|---|---|
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |


AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (726544467)

# *Additions and Deletions Report for*

*AIA® Document A133® – 2019 Exhibit A*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:00:22 ET on 08/15/2025.

**PAGE 1**

This Amendment dated the 19th day of August in the year 2025 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of June in the year 2024 (the "Agreement")

...

2023 Bond Program New Construction and Renovations to ECISD Roof Bond Package Roofing Projects
ECISD Murry Fly Roof Replacement
ECISD Zavala Roof Replacement
ECISD Travis Roof Replacement
ECISD Burleson Roof Replacement

...

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

...

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
**Lubbock, TX 79401** WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

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

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

**PAGE 2**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract ~~Sum~~ Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article ~~6~~ 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (726544467)

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million Four Hundred Sixty Eight Thousand Two Hundred Forty Three Dollars ($ 7,468,243.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

ECISD Travis Roof Replacement - $1,467,010.00
ECISD Zavala Roof Replacement - $2,330,138.00
ECISD Murry Fly Roof Replacement - $1,838,579.00
ECISD Burleson Roof Replacement - $1,832,516.00

...

See GMP Summary Exhibit B
**PAGE 3**

| **Item** | **Price** | **Conditions for Acceptance** |
|---|---|---|
| N/A | | |

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

| ~~**Item**~~ | ~~**Price**~~ | ~~**Conditions for Acceptance**~~ |
|---|---|---|

...

**[ X ]** Established as follows:

...

Day after receipt of Notice to Proceed

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

...

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

...

**[ X ]** By the following date: 10/1/2025

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

...

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section ~~6.1.6 of the Agreement.~~6.1.11 of the Agreement, at $500.00 per day.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (726544467)

**PAGE 4**

See Attached Exhibit A

...

See Attached Exhibit A

...

Other identifying information:

**§ A.3.1.4** The Sustainability Plan, if any:
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| **Title** | **Date** | **Pages** |
|---|---|---|

Other identifying information:

...

...

See Attached Assumptions and Clarifications Exhibit C

...

N/A

...

See Attached Exhibit B

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Chad Henthorn, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:00:22 ET on 08/15/2025 under Order No. 3104239132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:00:22 ET on 08/15/2025 under Order No.3104239132 which expires on 10/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (726544467)

# Exhibit A
# Teinert Commercial Building Services

**Ector County ISD Re-Roof**
**Burleson Elementary School**
**3900 N Golder Ave**
**Odessa, TX 79764** **February, 19 2025**

## PLANS AND SPECIFICATIONS

| SHEET | DESCRIPTION | DATE |
|---|---|---|
| | | |
| **PROJECT MANUAL** | **GENERAL PROJECT CONSTRUCTION *NOTES*** | 02/19/2025 |
| | | |
| **GENERAL** | | |
| C1.0 | COVER SHEET & INDEX | 02/19/2025 |
| N1.0 | GENERAL NOTES | 02/19/2025 |
| N1.1 | GENERAL NOTES | 02/19/2025 |
| | | |
| **DEMOLITION** | | |
| R1.0 | DEMOLITION ROOF PLAN | 02/19/2025 |
| | | |
| **ARCHITECTURAL** | | |
| R1.1 | PROPOSED ROOF PLAN | 02/19/2025 |
| R2.0 | ROOF DETAILS | 02/19/2025 |
| R2.1 | ROOF DETAILS | 02/19/2025 |
| R2.2 | ROOF DETAILS | 02/19/2025 |
| R2.3 | ROOF DETAILS | 02/19/2025 |

# Exhibit A
# Teinert Commercial Building Services

**Ector County ISD Re-Roof**
**Murry Fly Elementary School Roof Replacement – Roof Areas: A-Z**
**11688 W. Westview Dr.**
**Odessa, TX 79764** **February, 19 2025**

## PLANS AND SPECIFICATIONS

| SHEET | DESCRIPTION | DATE |
|---|---|---|
| | | |
| **PROJECT MANUAL** | **GENERAL PROJECT CONSTRUCTION *NOTES*** | 02/19/2025 |
| | | |
| **GENERAL** | | |
| C1.0 | COVER SHEET & INDEX | 02/19/2025 |
| N1.0 | GENERAL NOTES | 02/19/2025 |
| N1.1 | GENERAL NOTES | 02/19/2025 |
| N1.2 | GENERAL NOTES | 02/19/2025 |
| N1.3 | GENERAL NOTES | 02/19/2025 |
| | | |
| **DEMOLITION** | | |
| R1.0 | DEMOLITION ROOF PLAN | 02/19/2025 |
| | | |
| **ARCHITECTURAL** | | |
| R1.1 | PROPOSED ROOF PLAN | 02/19/2025 |
| R2.0 | ROOF DETAILS | 02/19/2025 |
| R2.1 | ROOF DETAILS | 02/19/2025 |
| R2.2 | ROOF DETAILS | 02/19/2025 |
| R2.3 | ROOF DETAILS | 02/19/2025 |

# Exhibit A
# Teinert Commercial Building Services

**Ector County ISD Re-Roof**
**Travis Elementary School Roof Replacement – Roof Areas: A-Z**
**1400 S Lee Ave.**
**Odessa, TX 79761** **February, 19 2025**

## PLANS AND SPECIFICATIONS

| SHEET | DESCRIPTION | DATE |
|---|---|---|
| | | |
| **PROJECT MANUAL** | **GENERAL PROJECT CONSTRUCTION *NOTES*** | 02/19/2025 |
| | | |
| **GENERAL** | | |
| C1.0 | COVER SHEET & INDEX | 02/19/2025 |
| N1.0 | GENERAL NOTES | 02/19/2025 |
| N1.1 | GENERAL NOTES | 02/19/2025 |
| | | |
| **DEMOLITION** | | |
| R1.0 | DEMOLITION ROOF PLAN | 02/19/2025 |
| | | |
| **ARCHITECTURAL** | | |
| R1.1 | PROPOSED ROOF PLAN | 02/19/2025 |
| R2.0 | ROOF DETAILS | 02/19/2025 |
| R2.1 | ROOF DETAILS | 02/19/2025 |
| R2.2 | ROOF DETAILS | 02/19/2025 |
| R2.3 | ROOF DETAILS | 02/19/2025 |

# Exhibit A
# Teinert Commercial Building Services

**Ector County ISD Re-Roof**
**Zavala Elementary School Roof Replacement – Roof Areas: A-Z**
**1201 Clifford St.**
**Odessa, TX 79763** **February, 19 2025**

## PLANS AND SPECIFICATIONS

| SHEET | DESCRIPTION | DATE |
|---|---|---|
| | | |
| **PROJECT MANUAL** | **GENERAL PROJECT CONSTRUCTION *NOTES*** | 02/19/2025 |
| | | |
| **GENERAL** | | |
| C1.0 | COVER SHEET & INDEX | 02/19/2025 |
| N1.0 | GENERAL NOTES | 02/19/2025 |
| N1.1 | GENERAL NOTES | 02/19/2025 |
| N1.1 | GENERAL NOTES | 02/19/2025 |
| N1.1 | GENERAL NOTES | 02/19/2025 |
| | | |
| **DEMOLITION** | | |
| R1.0 | DEMOLITION ROOF PLAN | 02/19/2025 |
| | | |
| **ARCHITECTURAL** | | |
| R1.1 | PROPOSED ROOF PLAN | 02/19/2025 |
| R2.0 | ROOF DETAILS | 02/19/2025 |
| R2.1 | ROOF DETAILS | 02/19/2025 |
| R2.2 | ROOF DETAILS | 02/19/2025 |
| R2.3 | ROOF DETAILS | 02/19/2025 |

TEINERT CONSTRUCTION

## ECISD Travis Re-Roof

# GMP RECAP

Bid Date:

Building Area 57,552 sf

Schedule: 3.5 mo

| Phase | Description | w/ pkg | Labor | Material | Sub | Total | Sub/Supplier | $/sqft |
|---|---|---|---|---|---|---|---|---|
| | | | | | | 0 | | - |
| General Requirements | | | | | | 0 | | - |
| | General Conditions | | | | 120,105 | 120,105 | Teinert | 2.09 |
| | CM Contengcy | | | | 50,000 | 50,000 | Allowance | 0.87 |
| | Owner Contingency | | | | 50,000 | 50,000 | Allowance | 0.87 |
| | | | | | | 0 | | - |
| Cost of Work | | | | | | 0 | | - |
| | Hoisting and Materials Transport | | | | 46,042 | 46,042 | Teinert | 0.80 |
| | Weather Protection | | | | 12,500 | 12,500 | COW | 0.22 |
| | Antenna Protection | | | | 8,300 | 8,300 | COW | 0.14 |
| | Temporary Fence & Barricades | | | | 5,760 | 5,760 | COW | 0.10 |
| | Temporary Wayfinding & Safety Signage | | | | 3,086 | 3,086 | COW | 0.05 |
| | Site Cleaning & Remediation | | | | 6,686 | 6,686 | COW | 0.12 |
| | Roof Final Clean & Power Wash | | | | 3,600 | 3,600 | COW | 0.06 |
| | Roof Drain Remediation & Clearing | | | | 5,143 | 5,143 | COW | 0.09 |
| | Dumpsters & Waste Management | | | | 14,401 | 14,401 | COW | 0.25 |
| | Leading Edge Protection & Safety | | | | 2,057 | 2,057 | COW | 0.04 |
| | Equipment Flagger & Guide | | | | 1,543 | 1,543 | COW | 0.03 |
| | | | | | | 0 | | - |
| Sub Contract Work | | | | | | 0 | | - |
| | | | | | | 0 | | - |
| **02 14 19** | **Selective Structure Demo** | | | | 18,998 | 18,998 | Teinert | 0.33 |
| | | | | | | 0 | | - |
| **03 51 16** | **Gypsum Roof Deck Repair** | | | | w/ Unit Pricing | 0 | LBK | - |
| | | | | | | 0 | | - |
| **05 51 33** | **Misc. Metals** | | | | 14,540 | 14,540 | Teinert | 0.25 |
| | | | | | | 0 | | - |
| **06 10 00** | **Misc. Rough Carpentry** | | | | 26,547 | 26,547 | Teinert | 0.46 |
| | | | | | | 0 | | - |
| **07 01 50** | **Prep for Re-Roofing** | | | | 884,620 | 884,620 | LBK | 15.37 |
| **07 15 00** | **Built up Bituminous Roofing** | | | | w/ Roofing | 0 | LBK | - |
| **07 60 00** | **Flashing and Sheet Metal** | | | | w/ Roofing | 0 | LBK | - |
| **07 71 00** | **Roof Specialties** | | | | w/ Roofing | 0 | LBK | - |
| **07 72 00** | **Rooftop Support Systems** | | | | w/ Roofing | 0 | LBK | - |
| **07 72 33** | **Roof Hatch Rail System** | | | | w/ Roofing | 0 | LBK | - |
| **07 92 00** | **Joint Sealants** | | | | 7,330 | 7,330 | Teinert | 0.13 |
| **07 95 13** | **Expansion Joint Cover Assembblies** | | | | w/ Sealants | 0 | Teinert | - |
| | | | | | | 0 | | - |
| **09 91 00** | **Paints** | | | | 16,388 | 16,388 | Teinert | 0.28 |
| | | | | | | 0 | | - |
| | **MEP Disconnects/Reconnects** | | | | 111,365 | 111,365 | Teinert | 1.94 |
| | | | | | | 0 | | - |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | **0** | **0** | **1,409,011** | **1,409,011** | | 24.48 |
| | | | | | | | add check | - |
| | **SUBTOTAL** | | | | | 1,409,011 | <<OK>> | 24.48 |
| | Builder's Risk Insurance | | 0.015% | | | 740 | | 0.01 |
| | General Liability & Other Insurance | | 0.660% | | | 9,299 | | 0.16 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | | | | 1,419,050 | <<OK>> | 24.66 |
| | Fee | | 1.900% | | | 26,962 | | 0.47 |
| | Payment and Performance Bond | | | | | 20,998 | | - |
| | **TOTAL BASE GMP** | | | | | **1,467,010** | <<OK>> | 25.49 |

| UNIT COSTS | ($/UNIT) |
|---|---|
| #1 - Gypsum Deck Repair | $40.00 |
| #2 - Plywood Decking Subtrate Repair | $20.00 |
| #3 - Metal Decking Replace and Repair | $23.50 |

TEINERT CONSTRUCTION

## ECISD Zavala Re-Roof

## GMP RECAP

Bid Date:

Building Area 88,926 sf

Schedule: 3.5 mo

| Phase | Description | w/ pkg | Labor | Material | Sub | Total | Sub/Supplier | $/sqft |
|---|---|---|---|---|---|---|---|---|
| | | | | | | 0 | | - |
| General Requirements | | | | | | 0 | | - |
| | General Conditions | | | | 120,105 | 120,105 | Teinert | 1.35 |
| | CM Contengcy | | | | 50,000 | 50,000 | Allowance | 0.56 |
| | Owner Contingency | | | | 50,000 | 50,000 | Allowance | 0.56 |
| | | | | | | 0 | | - |
| Cost of Work | | | | | | 0 | | - |
| | Hoisting and Materials Transport | | | | 71,141 | 71,141 | Teinert | 0.80 |
| | Weather Protection | | | | 12,500 | 12,500 | COW | 0.14 |
| | Antenna Protection | | | | 8,300 | 8,300 | COW | 0.09 |
| | Temporary Fence & Barricades | | | | 9,348 | 9,348 | COW | 0.11 |
| | Temporary Wayfinding & Safety Signage | | | | 5,008 | 5,008 | COW | 0.06 |
| | Site Cleaning & Remediation | | | | 10,850 | 10,850 | COW | 0.12 |
| | Roof Final Clean & Power Wash | | | | 5,842 | 5,842 | COW | 0.07 |
| | Roof Drain Remediation & Clearing | | | | 8,346 | 8,346 | COW | 0.09 |
| | Dumpsters & Waste Management | | | | 23,369 | 23,369 | COW | 0.26 |
| | Leading Edge Protection & Safety | | | | 3,338 | 3,338 | COW | 0.04 |
| | Equipment Flagger & Guide | | | | 2,504 | 2,504 | COW | 0.03 |
| | | | | | | 0 | | - |
| Sub Contract Work | | | | | | 0 | | - |
| | | | | | | 0 | | - |
| **02 14 19** | **Selective Structure Demo** | | | | 29,345 | 29,345 | Teinert | 0.33 |
| | | | | | | 0 | | - |
| **03 51 16** | **Gypsum Roof Deck Repair** | | | | w/ Unit Price | 0 | Excel | - |
| | | | | | | 0 | | - |
| **05 51 33** | **Misc. Metals** | | | | 22,759 | 22,759 | Teinert | 0.26 |
| | | | | | | 0 | | - |
| **06 10 00** | **Misc. Rough Carpentry** | | | | 32,485 | 32,485 | Teinert | 0.37 |
| | | | | | | 0 | | - |
| **07 01 50** | **Prep for Re-Roofing** | | | | 1,532,564 | 1,532,564 | Excel | 17.23 |
| **07 42 13** | **Metal Wall Panels** | | | | w/ Roofing | 0 | Excel | - |
| **07 15 00** | **Built up Bituminous Roofing** | | | | w/ Roofing | 0 | Excel | - |
| **07 60 00** | **Flashing and Sheet Metal** | | | | w/ Roofing | 0 | Excel | - |
| **07 71 00** | **Roof Specilaties** | | | | w/ Roofing | 0 | Excel | - |
| **07 72 00** | **Rooftop Support Systems** | | | | w/ Roofing | 0 | Excel | - |
| **07 72 33** | **Roof Hatch Rail System** | | | | w/ Roofing | 0 | Excel | - |
| **07 92 00** | **Joint Sealants** | | | | 9,781 | 9,781 | Teinert | 0.11 |
| **07 95 13** | **Expansion Joint Cover Assembblies** | | | | w/ Sealants | 0 | Teinert | - |
| | | | | | | 0 | | - |
| **09 91 00** | **Paints** | | | | 21,563 | 21,563 | Teinert | 0.24 |
| | | | | | | 0 | | - |
| | **MEP Disconnects/Reconnects** | | | | 211,338 | 211,338 | Teinert | 2.38 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | **0** | **0** | **2,240,486** | **2,240,486** | | 25.19 |
| | | | | | | | add check | - |
| | **SUBTOTAL** | | | | | 2,240,486 | **<<OK>>** | 25.19 |
| | Builder's Risk Insurance | | 0.015% | | | 1,176 | | 0.01 |
| | General Liability & Other Insurance | | 0.660% | | | 14,787 | | 0.17 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | | | | 2,256,449 | **<<OK>>** | 25.37 |
| | Fee | | 1.900% | | | 42,873 | | 0.48 |
| | Payment and Performance Bond | | | | | 30,816 | | - |
| | **TOTAL BASE GMP** | | | | | **2,330,138** | **<<OK>>** | 26.20 |

| **UNIT COSTS** | **($/UNIT)** |
|---|---|
| #1 - Gypsum Deck Repair | $50.00 |
| #2 - Plywood Decking Subtrate Repair | $15.00 |
| #3 - Metal Decking Replace and Repair | $25.00 |

TEINERT CONSTRUCTION

## ECISD Murry Fly Re-Roof

## GMP RECAP

Bid Date:

Building Area 69,719 sf

Schedule: 3.5 mo

| Phase | Description | w/ pkg | Labor | Material | Sub | Total | Sub/Supplier | $/sqft |
|---|---|---|---|---|---|---|---|---|
| | | | | | | 0 | | - |
| General Requirements | | | | | | 0 | | - |
| | General Conditions | | | | 120,105 | 120,105 | Teinert | 1.72 |
| | CM Contingency | | | | 50,000 | 50,000 | Allowance | 0.72 |
| | Owner Contingency | | | | 50,000 | 50,000 | Allowance | 0.72 |
| | | | | | | 0 | | - |
| Cost of Work | | | | | | 0 | | - |
| | Hoisting and Materials Transport | | | | 55,775 | 55,775 | Teinert | 0.80 |
| | Weather Protection | | | | 12,500 | 12,500 | COW | 0.18 |
| | Antenna Protection | | | | 8,300 | 8,300 | COW | 0.12 |
| | Temporary Fence & Barricades | | | | 7,540 | 7,540 | COW | 0.11 |
| | Temporary Wayfinding & Safety Signage | | | | 4,040 | 4,040 | COW | 0.06 |
| | Site Cleaning & Remediation | | | | 8,752 | 8,752 | COW | 0.13 |
| | Roof Final Clean & Power Wash | | | | 4,713 | 4,713 | COW | 0.07 |
| | Roof Drain Remediation & Clearing | | | | 6,733 | 6,733 | COW | 0.10 |
| | Dumpsters & Waste Management | | | | 18,851 | 18,851 | COW | 0.27 |
| | Leading Edge Protection & Safety | | | | 2,693 | 2,693 | COW | 0.04 |
| | Equipment Flagger & Guide | | | | 2,020 | 2,020 | COW | 0.03 |
| | | | | | | 0 | | - |
| Sub Contract Work | | | | | | 0 | | - |
| | | | | | | 0 | | - |
| **02 14 19** | **Selective Structure Demo** | | | | 23,008 | 23,008 | Teinert | 0.33 |
| | | | | | | 0 | | - |
| **03 51 16** | **Gypsum Roof Deck Repair** | | | | w/ Unit Pricing | 0 | LBK | - |
| | | | | | | 0 | | - |
| **05 51 33** | **Misc. Metals** | | | | 18,429 | 18,429 | Teinert | 0.26 |
| | | | | | | 0 | | - |
| **06 10 00** | **Misc. Rough Carpentry** | | | | 21,856 | 21,856 | Teinert | 0.31 |
| | | | | | | 0 | | - |
| **07 01 50** | **Prep for Re-Roofing** | | | | 1,114,610 | 1,114,610 | LBK | 15.99 |
| **07 42 13** | **Metal Wall Panels** | | | | w/ Roofing | 0 | LBK | - |
| **07 15 00** | **Built up Bituminous Roofing** | | | | w/ Roofing | 0 | LBK | - |
| **07 60 00** | **Flashing and Sheet Metal** | | | | w/ Roofing | 0 | LBK | - |
| **07 71 00** | **Roof Specilaties** | | | | w/ Roofing | 0 | LBK | - |
| **07 72 00** | **Rooftop Support Systems** | | | | w/ Roofing | 0 | LBK | - |
| **07 72 33** | **Roof Hatch Rail System** | | | | w/ Roofing | 0 | LBK | - |
| **07 92 00** | **Joint Sealants** | | | | 8,669 | 8,669 | Teinert | 0.12 |
| **07 95 13** | **Expansion Joint Cover Assembblies** | | | | w/ Sealants | 0 | Teinert | - |
| | | | | | | 0 | | - |
| **09 91 00** | **Paints** | | | | 16,388 | 16,388 | Teinert | 0.24 |
| | | | | | | 0 | | - |
| | **MEP Disconnects/Reconnects** | | | | 212,025 | 212,025 | Teinert | 3.04 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | **0** | **0** | **1,767,007** | **1,767,007** | | 25.34 |
| | | | | | | | add check | - |
| | **SUBTOTAL** | | | | | 1,767,007 | **<<OK>>** | 25.34 |
| | Builder's Risk Insurance | | 0.015% | | | 928 | | 0.01 |
| | General Liability & Other Insurance | | 0.660% | | | 11,662 | | 0.17 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | | | | 1,779,597 | **<<OK>>** | 25.53 |
| | Fee | | 1.900% | | | 33,812 | | 0.48 |
| | Payment and Performance Bond | | | | | 25,170 | | - |
| | **TOTAL BASE GMP** | | | | | **1,838,579** | **<<OK>>** | 26.37 |

| UNIT COSTS | ($/UNIT) |
|---|---|
| #1 - Gypsum Deck Repair | $40.00 |
| #2 - Plywood Decking Subtrate Repair | $20.00 |
| #3 - Metal Decking Replace and Repair | $23.50 |

TEINERT CONSTRUCTION

## ECISD Burleson Re-Roof

# GMP RECAP

Bid Date:

Building Area 66,227 sf

Schedule: 3.5 mo

| Phase | Description | w/ pkg | Labor | Material | Sub | Total | Sub/Supplier | $/sqft |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | - |
| General Requirements | | | | | | | | - |
| | General Conditions | | | | 120,105 | 120,105 | Teinert | 1.81 |
| | CM Contingency | | | | 50,000 | 50,000 | Allowance | 0.75 |
| | Owner Contingency | | | | 50,000 | 50,000 | Allowance | 0.75 |
| | | | | | | | | - |
| Cost of Work | | | | | | | | - |
| | Hoisting and Materials Transport | | | | 52,982 | 52,982 | Teinert | 0.80 |
| | Weather Protection | | | | 12,500 | 12,500 | COW | 0.19 |
| | Antenna Protection | | | | 8,300 | 8,300 | COW | 0.13 |
| | Temporary Fence & Barricades | | | | 7,417 | 7,417 | COW | 0.11 |
| | Temporary Wayfinding & Safety Signage | | | | 3,974 | 3,974 | COW | 0.06 |
| | Site Cleaning & Remediation | | | | 8,610 | 8,610 | COW | 0.13 |
| | Roof Final Clean & Power Wash | | | | 4,636 | 4,636 | COW | 0.07 |
| | Roof Drain Remediation & Clearing | | | | 6,623 | 6,623 | COW | 0.10 |
| | Dumpsters & Waste Management | | | | 18,544 | 18,544 | COW | 0.28 |
| | Leading Edge Protection & Safety | | | | 2,649 | 2,649 | COW | 0.04 |
| | Equipment Flagger & Guide | | | | 1,987 | 1,987 | COW | 0.03 |
| | | | | | | | | - |
| Sub Contract Work | | | | | | | | - |
| | | | | | | | | |
| **02 41 19** | **Selective Structure Demo** | | | | 21,854 | 21,854 | Teinert | 0.33 |
| | | | | | | | | - |
| **03 51 16** | **Gypsum Roof Deck Repair** | | | | w/ Unit Price | 0 | Excel | - |
| | | | | | | | | - |
| | **Misc. Metals** | | | | 16,520 | 16,520 | Teinert | 0.25 |
| | | | | | | | | - |
| **06 10 00** | **Misc. Rough Carpentry** | | | | 28,465 | 28,465 | Teinert | 0.43 |
| | | | | | | | | - |
| **07 01 50** | **Prep for Re-Roofing** | | | | 1,107,519 | 1,107,519 | Excel | 16.72 |
| **07 42 13** | **Metal Wall Panels** | | | | w/ Roofing | 0 | Excel | - |
| **07 51 00** | **Built Up Bituminous Roofing** | | | | w/ Roofing | 0 | Excel | - |
| **07 60 00** | **Flashing and sheet Metal** | | | | w/ Roofing | 0 | Excel | - |
| **07 71 00** | **Roof Specialties** | | | | w/ Roofing | 0 | Excel | - |
| **07 72 00** | **Rooftop Support Systems** | | | | w/ Roofing | 0 | Excel | - |
| **07 72 33** | **Roof Hatch Rail system** | | | | w/ Roofing | 0 | Excel | - |
| **07 92 00** | **Joint Selants** | | | | 9,284 | 9,284 | Teinert | 0.14 |
| **07 95 13** | **Expansion Joint Cover Assemblies** | | | | w/ Sealants | 0 | w/ Sealants | - |
| | | | | | | | | - |
| **09 91 00** | **Painting** | | | | 18,556 | 18,556 | Teinert | 0.28 |
| | | | | | | | | - |
| | **MEP Disconnects/Reconnects** | | | | 210,645 | 210,645 | Teinert | 3.18 |
| | | | | | | | | - |
| | **SUBTOTAL** | | **0** | **0** | **1,761,170** | **1,761,170** | | 26.59 |
| | | | | | | | add check | - |
| | **SUBTOTAL** | | | | | 1,761,170 | <<OK>> | 26.59 |
| | Builder's Risk Insurance | | 0.015% | | | 925 | | 0.01 |
| | General Liability & Other Insurance | | 0.660% | | | 11,624 | | 0.18 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | | | | 1,773,718 | <<OK>> | 26.78 |
| | Fee | | 1.900% | | | 33,701 | | 0.51 |
| | Payment and Performance Bond | | | | | 25,097 | | - |
| | **TOTAL BASE GMP** | | | | | **1,832,516** | <<OK>> | 27.67 |

## Attachment No. 1 - GMP Summary

| Phase | Description | w/ pkg | Labor | Material | Sub | Total | Sub/Supplier | $/sqft |
|---|---|---|---|---|---|---|---|---|
| ALTERNATE #1 -Metal Roofing | | | | | | | | |
| Phase | Description | w/ pkg | Labor | Material | Sub | Total | Sub/Supplier | $/sqft |
| | | | | | | 0 | | - |
| | Metal Roofing | | | | 32,250 | 32,250 | Excel | 0.49 |
| | | | | | | 0 | | - |
| | | | | | | 0 | | - |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | **0** | **0** | **32,250** | **32,250** | | 0.49 |
| | | | | | | | add check | - |
| | **SUBTOTAL** | | | | | 32,250 | **<<OK>>** | 0.49 |
| | Builder's Risk Insurance | *(per $1k)* | 0.009 | | | 0 | | - |
| | General Liability & Other Insurance | | 0.660% | | | 213 | | 0.00 |
| | | | | | | 0 | | - |
| | **SUBTOTAL** | | | | | 32,463 | **<<OK>>** | 0.49 |
| | Fee | | 6.000% | | | 617 | | 0.01 |
| | Payment and Performance Bond | | | | | 875 | | - |
| | **TOTAL ALTERNATE #1** | | | | | **33,955** | **<<OK>>** | 0.51 |

| **UNIT COSTS** | **($/UNIT)** |
|---|---|
| #1 - Gypsum Deck Repair | $50.00 |
| #2 - Plywood Decking Subtrate Repair | $15.00 |
| #3 - Metal Decking Replace and Repair | $25.00 |

# EXHIBIT C - Assumptions and Clarifications

**Ector County ISD – Re-Roofs**
**Odessa, TX**

## Assumptions and Clarifications

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

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

## General Assumptions

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

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

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

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

5. Payment and Performance Bond is included.

6. There is a Contractor's Contingency Allowance included in the GMP valued at $50,000. This contingency will be used by Teinert in accordance with the General and Supplementary Conditions of the Construction Manager at-Risk Agreement. 100% of the remaining balance in this Contingency Allowance shall be returned to the Owner upon completion of the project.

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

# EXHIBIT C - Assumptions and Clarifications

**Ector County ISD – Re-Roofs**
**Odessa, TX**

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

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

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

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

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

| | |
|---|---|
| CM Contingency | $50,000 |
| Owner Contingency | $50,000 |

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

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

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

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

**Ector County ISD – Re-Roofs**
**Odessa, TX**

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

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

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

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

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

22. GMP excludes any and all third party testing fees.

23. GMP excludes any and all fees associated with design team and third party inspections.

END OF GENERAL ASSUMPTIONS AND CLARIFICATIONS

## Specific Assumptions and Clarifications

**Division 2**
- GMP excludes all asbestos surveying and remediation. No survey available at bid date.
- Tear out existing BUR/ Modified Roofs down to existing various decking.
- GMP does not include any costs associated with tree pruning or demolition.

**Division 3**
- GMP includes repair of gypsum decking at unit cost.

**Division 4**
- GMP does not include any costs associated with masonry or thru-wall flashings into existing masonry walls.

**Division 5**
- GMP includes repair of structural decking at unit cost.

**Division 6**
- GMP includes repair of plywood decking at unit cost.

**Division 7**
- GMP excludes all tapered insulation.
- GMP excludes any soffit work.
- GMP does not include any skylights, skylight repair or modifications.

# EXHIBIT C - Assumptions and Clarifications

**Ector County ISD – Re-Roofs**
**Odessa, TX**

- GMP does not include any costs associated with insulation, framing, sheathing, hat channel or substrate modifications for the metal wall panels. Pricing includes metal wall panel replacement only.
- GMP includes the roofing scope per the following specifications
    - Vacuum all existing loose aggregate on entire facility.
    - Install Gravel stop drip edge.
    - Install 16" Fascia.
    - Loose lay Red Rosin Paper.
    - Remove and replace Coping cap and drip pans.
    - Install new aggregate surfacing.
    - Install 3/4" Primed Wood Fiber Coverboard.
    - Install 3-piece 24 gauge metal expansion joints.
    - Install 4 Layers of Ply 6 Felt in hot asphalt.
    - Provide 2-year Workmanship.
    - Install all new gas line stands.
    - Provide 20-year NDL by Johns Mansville.
    - Install Modified White Cap on all flashings with granules and aluminum coating.
    - Remove and replace of 30 year laminate shingles.

**Division 9**

- GMP includes painting of roof gas lines and roof drain caps.
- GMP does not include any costs associated with interior ceiling patching or repairs as a result from roofing or MEP scopes of work.
- GMP does not include any costs to raise or modify exterior walls.

**Division 21-23**

- GMP includes disconnect, hoist, and raising of mechanical curbs
- GMP includes gas line supports
- GMP includes electrical disconnects and reconnects for HVAC units
- GMP includes low voltage disconnects and reconnects
- GMP does not include roof drain modifications or testing.
- GMP does not include Test & Balance.
- GMP does not include recertification of gas lines.
- GMP does not include fire alarm modifications or connections to RTUs.
- GMP does not include building automation system modifications or re-wiring to accommodate roofing scopes of work.
- GMP does not include any pricing to change or modify lighting protection systems.

END OF ASSUMPTIONS & CLARIFICATIONS

# EXHIBIT C - Assumptions and Clarifications

**Ector County ISD – Re-Roofs**
**Odessa, TX**

SIGNED:

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



Owner Init._____

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

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

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF TASB LOCAL POLICY UPDATE 125.**

BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDB(LOCAL): BOARD INTERNAL ORGANIZATION - BOARD COMMITTEES

BDF(LOCAL): BOARD INTERNAL ORGANIZATION - ADVISORY COMMITTEES

EI(LOCAL): ACADEMIC ACHIEVEMENT

FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

**DATE:** August 19, 2025

---

The Administration requests that the Board approve TASB Update 125, which includes revisions to legal framework documents based on regulatory changes, including amendments to the Texas Administrative Code.

***********************

Administrative Recommendation:
Approval of TASB Local Policy Update 125.

# Update 125 Local Policy Overview

- Revisions are recommended to 5 local policies.
- 1 new local policy is recommended for adoption.

# BDAA (LOCAL)

## OFFICERS AND OFFICIALS – DUTIES AND REQUIREMENTS OF BOARD OFFICERS

263

- At Board Officers, the sentence indicating that the board may assign a district employee to provide clerical assistance is recommended for deletion since the superintendent, rather than the board, manages staff assignments.

| | |
|---|---|
| **Board Officers** | The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. ~~The Board may assign a District employee to provide clerical assistance to the Board.~~ Officers shall be elected by majority vote of the members present and voting. |

# BDB (LOCAL)

## BOARD INTERNAL ORGANIZATION – BOARD COMMITTEES

264

- Revised in coordination with BDF (LOCAL) to clarify differences between board committees and advisory committees.
- Subtopic of this code has been changed from Internal Committees to Board Committees
- New language is recommended to establish how board committees are formed and outline their purpose.
- Text addressing dissolution of board committees is also recommended for inclusion.
- Language previously at Special Committees has been moved to BDF (LOCAL).

# BDF (LOCAL)

## BOARD INTERNAL ORGANIZATION – ADVISORY COMMITTEES

265

- New policy is recommended for inclusion to coordinate with changes at BDB.
- Language has been moved here from BDB (LOCAL) and updated to clarify how advisory committees are formed and the parameters of their responsibilities.
- A section on Dissolution of the committees is also recommended for inclusion.

# EI (LOCAL)

## ACADEMIC ACHIEVEMENT

266

- At Partial Credit, recommended revisions replace the phrase “combined grade for” with “average of” to more accurately reflect the determination of awarding credit when a student earns a passing grade in only half a course.

| | |
|---|---|
| **Partial Credit** | When a student earns a passing grade in only half of a course and the ~~combined grade for~~average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade. |

# FDE (LOCAL)

## ADMISSIONS – SCHOOL SAFETY TRANSFERS

267

- At Safe Schools Data, “bullying” is recommended for inclusion as an offense for which the district must collect and maintain data for purposes of the Unsafe School Choice Option.

- According to the Unsafe School Choice Option Handbook, published by TEA, a student who is the victim of bullying is eligible for a school safety transfer.

# FEC (LOCAL)

## ATTENDANCE – ATTENDANCE FOR CREDIT

268

- Revisions throughout this policy are recommended for clarity.
- The information in the first sentence of the policy has been incorporated at Absences Considered for improved readability. Rather than directing the board to establish attendance committees, the policy now authorizes the establishment of those committees by the administration.
- At Parental Notice of Excessive Absences, petitions for credit are recommended for deletion in favor of a reference to administrative regulations.
- Revisions at Imposing Conditions for Awarding Credit for a Final Grade are recommended to clarify that the district is not required to assign seat time equivalent to the time the student has been absent.

# POLICY REVISIONS PROMPTED BY THE 89TH LEGISLATIVE SESSION

269

# EFB (LOCAL)

## INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

270

- SB 13 changes how library materials are selected and challenged.
- The school district’s board of trustees must adopt a formal policy for the acquisition of library materials by September 1, 2025.
- Administration will continue to utilize the library material advisory committee that has been in place the last couple of years. Library materials may be challenged by parents/guardians similar to the way that they have been in the past.
- Biggest change is the role of the board of trustees in approving the adoption and acquisition of new library materials. Board will have a role during the appeal process for library material challenges.

# FD (LOCAL)

## ADMISSIONS

271

- Under SB 401, a district that decides to prohibit homeschool students from participating in extracurricular activities through the district must adopt a policy indicating such by September 1, 2025.

- Our current policy addresses this topic, but we will add clarifying language as a precaution:

| | |
|---|---|
| **Students Not Enrolled** | A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities including UIL activities, except as required by law. [See EEL and FM] |

# FNCE (LOCAL)

## STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS / ELECTRONIC DEVICES

272

- HB 1481 requires school districts to prohibit student use of personal communication devices at school during the school day.
- ECISD will prohibit students from using these devices, and students will be responsible for appropriately storing them.
- The ECISD Code of Conduct will address student consequences for not following this new rule.

# QUESTIONS

273

OFFICERS AND OFFICIALS BDAA
DUTIES AND REQUIREMENTS OF BOARD OFFICERS (LOCAL)

**Board Officers**

The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. ~~The Board may assign a District employee to provide clerical assistance to the Board.~~ Officers shall be elected by majority vote of the members present and voting.

Vacancy

A vacancy among officers of the Board shall be filled by majority action of the Board.

**Term and Duties**

Board officers shall serve for a term of ~~one year~~one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

President

In addition to the duties required by law, the President of the Board shall~~:~~:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions ~~and~~, propose resolutions, and vote on all matters coming before the Board.

Vice President

The Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.

Secretary

The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.

**~~Special Committees~~**

~~The President shall appoint members to special~~***Note***: For advisory committees ~~created by the Board to fulfill specific assignments, unless otherwise provided~~ that include staff, parents, community members, or students, see BDF.

**Board Committees**

For purposes of this policy, a Board committee is a committee composed only of current Board members.

Formation of a Board committee shall be by Board action. ~~These committees may include District personnel~~When establishing a Board committee, the Board action shall, at a minimum, specify the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and ~~citizens. The function of committees~~
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory, ~~but not administrative. Special~~and shall make recommendations in the areas of their responsibility. Board committees shall report their findings and recommendations to the Board and shall ~~be dissolved upon completion of the assigned task or vote of the Board~~not assume administrative duties or responsibilities.

~~The President of the Board and the Superintendent shall be ex officio members of all Board committees, unless otherwise provided by Board action.~~

Transacting Business

~~Committees may transact business only within the specific authority granted~~Unless specified by the Board. ~~To be binding, all such business~~, a Board committee shall not have final decision-making authority. Board committee recommendations must be reported to the Board at ~~the next~~a regular or special meeting ~~for approval and entry into the minutes as a public record.~~. The Board shall not accept a Board committee's recommendation without due consideration of the matter.

Dissolution

A Board committee shall be dissolved upon Board action.

**Board Governance**

The Board shall detail and operate a collaborative structure that provides a venue by which to address matters of Board governance. When working with District leadership and staff, the Board collaborative teams shall serve in an advisory capacity but shall not

control or supervise District business, resources, or policy. The collaborative structure shall include a governance team comprised of Board officers. Should a Board officer be unable to serve, a replacement shall be appointed by the Board President in collaboration with the Superintendent. The Board governance team shall appoint high needs priority collaborative teams comprised of Board members to address matters of Board governance. Board members shall be approached by the Board President and asked to serve on a given high needs priority collaborative team. Board members can accept or decline collaborative team membership. In the same manner, the Board President shall approach Board members to chair collaborative teams.

Governance Team

Headed by the Board President, in collaboration with the Superintendent and two Board officers, the Board governance team shall be responsible for the effective functioning of the following:

1. Keeping the Board governing mission updated, facilitating and coordinating Board member participation, and monitoring the performance of the Board in relation to assigned governance roles.
2. Recommending revisions to the Board procedures manual in the interest of stronger governance of District priority areas.
3. Developing and overseeing execution of a formal Board member capacity building program, in accordance with applicable state law and regulations, including such elements as orientation of new members, continuing education and training, and a mentoring program pairing new members with senior Board members.
4. Recommending to the Board positions on legislative issues.
5. Overseeing the development and implementation of legislative/governmental relations, policies, and strategies.
6. Serving as the audit committee, in an advisory and recommendatory capacity to the full Board, which shall include the full Board selecting the internal auditor and the internal auditor reporting directly to the Board.
7. Overseeing the internal audit function, including reviewing and recommending to the Board the yearly internal audit program/plan.
8. Overseeing the external audit function, including reviewing and recommending to the full Board the external audit firm selection process as recommended by the Superintendent and

recommending to the full Board selection of the external audit firm on the recommendation of the Superintendent.

High Needs Priority Collaborative Teams

As circumstances arise that require specific Board governance, a high needs priority collaborative team shall assume an advisory function but does not control or supervise District business, resources, or policy. The specific role of a high needs priority collaborative team shall be defined by the Board President in collaboration with the Superintendent. The scope of work shall be further defined by District leadership. High needs priority collaborative teams shall meet with appropriate District leadership until the scope of work has been completed and information is at a point that it is to be shared with the Board in quorum in a Board workshop or special meeting.

The following guidelines shall apply:

1. The Superintendent shall appoint a staff liaison for each high needs priority collaborative team.
2. The Superintendent shall cite the liaison's role as well as assign the responsibility for scheduling and coordinating all meetings and agenda with the high needs priority collaborative team chair.
3. The Superintendent shall ensure the priority team liaison actively collaborates with the priority team chair regarding the structure for educating all Board members on priority work information.
4. Whenever a high needs priority collaborative team believes that the full Board should be involved in-depth in dealing with an issue, the District-assigned liaison shall take the initiative in reporting the findings to the Superintendent.
5. The Superintendent shall recommend that a special full Board work session be held or additional work be performed by the priority team to be reported back to the high needs priority collaborative team. Should such occur, the District-assigned liaison shall notify the high needs priority team chair regarding a need for further study and work. After additional work and study are completed, the revised information will be taken to the Superintendent. This process shall repeat itself until a recommendation is made for full Board presentation.
6. The high needs priority team chair and liaison shall determine the format and structure for the presentation of information to the full Board during a workshop and/or regularly scheduled Board meeting.

7. The high needs priority team chair and liaison shall track each high needs priority item/initiative from inception to completion by assuming the role of planning and development when appropriate and by assuming the role of performance monitoring/external relations as the item/initiative evolves or changes.
8. Each high needs priority collaborative team fully understands its role as an advisory body that does not have formal authority until the Board acts in quorum. The role of each high needs priority team shall be to provide feedback prior to formal Board presentation.
9. Each high needs priority collaborative team can assume further advisory functions after the full Board, in quorum, approves or denies the proposal.
10. Each high needs priority collaborative team chair, in collaboration with the assigned liaison, can recommend that further information be reviewed prior to a recommendation that an item go before the full Board in quorum.
11. The assigned liaison, in collaboration with the assigned chair, shall document progress and actions after each meeting and action occurs.

Governance and High Needs Priority Collaborative Team Roles

The governance and high needs collaborative priority teams shall serve in an advisory capacity and shall not make decisions on any matter. The governance and high needs collaborative priority teams do not control or supervise District business, resources, or policy.

***Note***: For committees composed only of current Board members, see BDB.

**Advisory Committees**

For purposes of this policy, an advisory committee is a committee composed primarily of District staff, parents, other community members, and/or students. An advisory committee may also include Board members in numbers less than a quorum of the Board.

Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- Number of members on the committee;
- Process to appoint members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

Transacting Business

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

Dissolution

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

**Certificate of Coursework Completion**

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only half of a course and the ~~combined grade for~~average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

**Granting of Credit**

The District shall offer a student the following options to receive course credit for graduation, if all other conditions are satisfied:

1. Passing a one-semester course.
2. Two-semester average of a full-year course is greater than or equal to a grade of 70.
3. Credit by examination.
4. Passing an approved correspondence course.

**Safe Schools Data**

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and

2. Any student who becomes a victim of one of the following violent criminal offenses~~, as defined by the Penal Code,~~ while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:

   a. Attempted murder;

   b. Indecency with a child;

   c. Aggravated kidnapping;

   d. Aggravated assault on someone other than a District employee or volunteer;

   e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;

   f. Aggravated robbery; ~~or~~

   g. Continuous sexual abuse of a young child or disabled individual; or

   ~~g.~~h. Bullying.

**School Safety Transfers**

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the

beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a Violent Criminal Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

**Absences Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has ~~attended~~ been in attendance for 90 percent of the ~~required percentage of~~ days ~~under this policy~~the class is offered.

**Attendance Committees**

The Board ~~shall establish~~ authorizes the establishment of an attendance committee or as many attendance committees as necessary for efficient implementation of ~~Education Code 25.092~~state law.

The Superintendent ~~shall~~is authorized to make the specific appointments in accordance with legal requirements.

**Parental Notice of Excessive Absences**

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered. When a student's attendance drops below 90 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

~~Petitions~~A petition for credit or a final grade may be filed ~~at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.~~

in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. ~~The~~[See Imposing Conditions for Awarding Credit or a Final Grade, below]

Regardless of whether a petition is filed, the attendance committee may also~~, whether a petition is filed or not,~~ review the records of all students whose attendance drops below 90 percent of the days the class is offered.

~~All components of the plan for regaining credit must be completed by June 15 of the academic year being appealed for credit. Extensions may be given for students attending summer school.~~

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee. All requirements for regaining credit must be completed by June 15 of the academic year being appealed for credit. Extensions may be given for students attending summer school.

**Personal Illness**

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

**Best Interest Standard**

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

**Guidelines on Extenuating Circumstances**

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

**Imposing Conditions for Awarding Credit or a Final Grade**

The attendance committee is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose other conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class ~~rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences.~~. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.
3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]
6. Attending a flexible school day program.
7. Attending summer school.

8. Attending any other program deemed appropriate by the committee.

In all cases, the student must earn a passing grade in order to receive credit.

**Appeal Process**

The decision of the campus-level attendance committee to deny credit or a final grade may be appealed to a District-level attendance committee by the parent or guardian submitting to the Superintendent or designee a written request that includes the basis for disagreement with the decision of the campus-level committee.

# 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 REVISIONS TO LOCAL BOARD POLICY: EFB (LOCAL): INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS.**

**DATE:** August 19, 2025

---

Administration Recommends that the Board Approve Revisions to Local Board Policy EFB (LOCAL): Instructional Resources: Library Materials. Senate Bill 13 introduces changes to how school library materials are selected and challenged. In compliance with the new Texas Education Code Section 33.026, each school district's board of trustees must adopt a formal policy for the acquisition of library material before the first day of the 2025-2026 school year.

**********

Administrative Recommendation:

Approval of Revisions to Local Board Policy EFB (LOCAL).

***Note:*** For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

**Collection Development Policy**

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, ~~and online catalogs~~online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards ~~select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures~~.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.

5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

6. Represent diverse viewpoints and ~~cultures appropriate~~cultural groups of the state and their contributions to ~~each campus~~the state, the nation, and the world, to ensure the collection embodies the ~~unique~~ background of ~~its student population~~all students.

~~Selection~~Recommendation and ~~Evaluation~~Procurement of Materials

Library materials shall be ~~selected~~recommended and ~~acquired~~procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

~~When selecting, acquiring, and evaluating library materials,~~Librarians and other professional staff shall develop recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.

2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.

3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.

4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the ~~selection~~development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District ~~community members~~residents.

2. Consultation with District teachers and library staff.

3. Consultation with library staff from other districts.

4. Extensive review of the library material.

5. Context of the library material, including overall fit within the existing collection and support of District curriculum.

6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The Board shall consider the list of library materials that have been donated or proposed by the administration for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and Proposed Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision-makers regarding their ~~student's~~child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their ~~student~~child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their ~~student~~child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

~~Online~~Library Catalog

A parent or guardian who wishes to access ~~an online~~the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from Inappropriate Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material~~" as defined by Penal Code 43.24(a)(2); "obscene" material as defined by Penal Code 43.21(a)(1);~~"; any library material that is pervasively vulgar or educationally unsuitable ~~as referenced in *Board*~~; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of ~~*Education v. Pico*~~a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the ~~Children's~~Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

**~~Reconsideration~~Challenge of Library Material**

A District employee ~~or~~, a parent or guardian of a District student, or District resident may ~~request the reconsideration of a~~challenge library material maintained in the District's library program.

Guiding Principles

The following principles shall guide the review of a ~~request to reconsider a~~challenge of library material:

1. An individual may ~~raise an objection to a~~challenge library material used in the District's library program, despite the fact that the professional staff ~~selecting~~and the ~~materials were qualified to make the selection,~~Board followed the proper procedure~~,~~ and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.

~~2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.~~

~~3.~~2. Access to ~~a~~ challenged material shall ~~not~~ be restricted during the ~~reconsideration~~challenge process~~, except the District may deny access to a student if requested by the student's parent or guardian~~.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal ~~Reconsideration~~Challenge

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and ~~a~~the form to request a formal ~~reconsideration~~challenge of the library material ~~and direct the requestor to the digital learning coordinator~~.

Formal ~~Request for Reconsideration~~ Challenge

The District shall ~~provide a~~make the Texas Education Agency form to ~~request reconsideration of~~challenge library material available ~~.~~on the District's website.

If ~~an~~a District employee ~~or~~, a parent or guardian of a District student, or a District resident wishes to ~~request reconsideration of a~~challenge library material, they shall follow the procedures to complete and submit the ~~request for reconsideration~~challenge form.

After a ~~request for reconsideration~~challenge form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

~~*Reconsideration*~~ *Challenge Committee*

~~For purposes of this policy, "days" shall mean District business days, unless otherwise noted.~~

The Superintendent shall appoint a ~~reconsideration~~challenge committee and notify ~~the reconsideration committee within days of receiving the request for reconsideration form~~committee members in accordance with administrative procedures.

The ~~reconsideration~~challenge committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

~~Within days of appointment of the committee~~ The District shall provide members of the committee the relevant materials to review~~. If additional time is~~ in accordance with the deadlines established in administrative procedures and in accordance with law.

Any meeting of the committee must comply with the meeting requirements under Education Code 33.025(g) and (h), including required ~~to obtain and distribute the materials for review, all members~~notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the ~~committee shall be informed that a reasonable extension of time is needed~~meeting to the District.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

~~Absent extenuating circumstances, the written report shall be provided to the administration within days of the District providing the~~

~~material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."~~

~~Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.~~

~~An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.~~

The Superintendent, the school librarian, the individual submitting the ~~request for reconsideration~~challenge, and any other appropriate ~~administrators~~staff shall receive a copy of the committee's report.

Appeal

An individual who submitted a ~~request for reconsideration~~challenge may appeal the decision ~~of~~to the ~~reconsideration committee~~Board. The individual must provide the notice of appeal in accordance with ~~appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA~~administrative procedures.

The Board shall hear the appeal and ~~FNG]~~render a decision in accordance with the timelines established in law.

When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.

*Frequency of Review*

After a library material has been ~~reviewed through~~challenged and the ~~reconsideration process~~Board determines not to remove the library material from a school library catalog, it ~~shall~~may not be ~~reviewed~~challenged again ~~within two calendar years~~before the second anniversary of the ~~reconsideration committee's~~Board's final decision not to remove the material.

Removal of Library Materials

If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.

**Maintenance of Library Materials**

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each

campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

**Gifts and Donations**

The ~~District~~Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

**Policy Review**

This policy shall be reviewed at least every three years and revised as necessary.

# 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 REVISIONS TO LOCAL BOARD POLICY: FD (LOCAL): ADMISSIONS**

**DATE:** August 19, 2025

---

Administration Recommends that the Board Approve Revisions to Local Board Policy FD (LOCAL): Admissions. Under SB 401, school districts that choose to prohibit homeschool students from participating in extracurricular activities must adopt a policy stating this by September 1, 2025. While our current policy addresses this issue, clarifying language will be added as a precaution.

**********

Administrative Recommendation:

Approval of Revisions to Local Board Policy FD (LOCAL).

**Persons Age 21 and Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

**Minor Living Apart**

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Students Not Enrolled**

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, including UIL, except as required by law. [See EEL and FM]

**Nonresident Student in Grandparent's After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an

accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

# 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 REVISIONS TO LOCAL BOARD POLICY: FNCE (LOCAL): STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES.**

**DATE:** August 19, 2025

---

Administration Recommends that the Board Approve Revisions to Local Board Policy FNCE (LOCAL): Student Conduct: Personal Telecommunication/Electronic Devices. HB 1481 requires school districts to prohibit student use of personal communication devices during the school day. The law must be implemented by September 18, 2025. Districts may choose to ban possession of such devices on campus entirely or establish procedures for their storage during school hours. Limited exceptions for use are allowed under the law.

**********

Administrative Recommendation:

Approval of Revisions to Local Board Policy FNCE (LOCAL).

***Note:*** For searches of personal communication devices or other personal electronic devices, see FNF.

**Personal Communication Devices**

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee may confiscate a student's personal communication device that is used in violation of this policy or any applicable regulations.

The District shall not dispose of the personal communication device. The District shall provide appropriate notice, and devices that are not retrieved shall be stored according to administrative regulations.

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or
3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Implementation

The Superintendent shall develop regulations to implement this policy.

Compliance

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

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

**DATE:** August 19, 2025

---

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

**********

Administrative Recommendation:
Approval of Purchases over $50,000

**ECISD**
**Request for Purchases Over $50,000**
**August 2025**

| Item | Vendor(s) | Estimated Contract Price | Funding | Requestor/Department | Reference | Service/ Product | Service/Product Summary | Contract Term |
|---|---|---|---|---|---|---|---|---|
| 1R | Communities in Schools Permian Basin | $ 520,000 | General Funds 199 | Taylor Roy Guidance, Counseling, and Wellness | INTERLOCAL AGREEMENT | On-Campus Support for At-Risk Students | CIS places full-time site coordinators on campuses to assess individual student needs and provide tailored case management, academic interventions, social-emotional supports, and family engagement. | FY 2025-2026 |
| 2R | A-Plan Refrigeration<br>Anthony Refrigeration<br>ASAP Companies | $ 150,000 | Federal Funds 240 | Jieun Pando School Nutrition | ECISD Awarded RFP 25-23SN | HVAC Preventative Maintenance and Repair Services | The SN department is responsible for the operation and maintenance of refrigeration equipment, including walk-in refrigerators and freezers, as well as reach-in and pass-thru units located at each campus. These systems are critical for safe food storage and uninterrupted meal service. Regular preventive maintenance and prompt repair services are essential to reduce equipment downtime, prevent food loss, and meet health and safety standards. | FY 2025-2026<br>302 |
| 3R | Star Tech Group | $ 120,000 | General Funds 199 | Rico Enriquez CCMR & Post Secondary Ed | Renewal ECISD Awarded RFP 21-07 Final Renewal | Star Tech Group: ACCESS | A comprehensive platform designed to connect students with career experts and college advisors. This platform supports K-12 students and extends through their postsecondary journeys, including high school internships that provide practical experience and insights into their future aspirations. Our goal is to offer guidance on college, career, and military pathways, foster networking opportunities, and provide essential support. | FY 2025-2026 Final Renewal |
| 4R | Emergent Tree Education | $ 111,205 | Federal Funds 224 | Mark Gabrylczyk Special Services | Piggyback Richardson ISD RFP 22-184 Expires August 31, 2027 | Behavioral Framework Tier 1 | Tier 1 Behavior Support Framework, provides a proven, step-by-step system that creates a positive school culture and ensures every student is on track to succeed. | FY 2025-2026 |

Board Approval:_____



Date: 8/19/2025

**ECISD**
**Request for Purchases Over $50,000**
**August 2025**

| Item | Vendor(s) | Estimated Contract Price | Funding | Requestor/Department | Reference | Service/ Product | Service/Product Summary | Contract Term |
|---|---|---|---|---|---|---|---|---|
| 5R | 7 Mindsets | $ 80,000 | Title IV Funds 289 | Taylor Roy Guidance, Counseling, and Wellness | Renewal ECISD Awarded RFP 21-04 Final Renewal | BASE Modules from 7 Mindsets | Response to the increasing student mental health concerns, the need for enhanced academic performance, and the importance of developing strong interpersonal skills. Proven positive outcomes in improving behavior, emotional regulation, and academic achievement align with our district's goals. | FY 2025-2026 Final Renewal |
| 6R | Teachers First LLC | $ 57,520 | General Funds 199 | Kristen Vesley Academics & Accountability | Piggyback Dallas ISD RFP FR-206298 Expires June 30, 2026 | Toddle | Toddle is curriculum management software for IB school. It offers an end to end platform for curriculum, portfolios, evidence, authorization visits, school-home communication and remote teaching for IB schools. | FY 2025-2026 |

## Renewal- Communities In Schools On-Campus Support for At-Risk Students

- **Purpose:** To continue providing targeted, evidence-based student support services through Communities In Schools (CIS) to improve student achievement, reduce dropout rates, and increase on-time graduation for at-risk youth. CIS works directly inside schools to identify and address barriers to learning by connecting students and families with critical resources and wraparound supports. Services will be delivered in coordination with campus staff and aligned with ECISD's strategic priorities and TEA guidelines. This is for fiscal year 2025-2026.

- **Background Info:** ECISD is requesting to renew its partnership with Communities In Schools (CIS) Permian Basin to support students at high-need campuses through integrated student support services. CIS places full-time site coordinators on campuses to assess individual student needs and provide tailored case management, academic interventions, social-emotional supports, and family engagement. This renewal request aligns with the district's ongoing commitment to reducing dropout risk, supporting whole-child development, and addressing barriers such as chronic absenteeism, behavioral challenges, and unmet basic needs. CIS offers consistent, school-based interventions that are both proactive and responsive to student needs. The CIS model is grounded in national research and has demonstrated success in increasing school attendance, improving behavior, and promoting academic performance for students facing adversity.

- **Premium Renewal Cost:** $520,000 for 18 full time site coordinators across 15 campuses

- **Funding Source:** State Compensatory Education

- **Recommended Supplier/Service Provider:** Communities in Schools Permian Basin

**Board Approval** _____ **Date** _____

**Jieun Pando**
Ector County ISD Director of School Nutrition
(432) 456-9741
1120 W 10th St Odessa, TX
Odessa, TX 79763
Jieun.Pando@ectorcountyisd.org

## RFP 25-23SN HVAC Preventative Maintenance & Repair Services

- **Purpose:** The School Nutrition Department is seeking to secure qualified vendors to provide comprehensive HVAC preventative maintenance and repair services. Multiple vendors will be awarded to ensure timely, reliable, and cost-effective support for the department's refrigeration systems across all campuses.
- **Background Info:** The SN department is responsible for the operation and maintenance of refrigeration equipment, including walk-in refrigerators and freezers, as well as reach-in and pass-thru units located at each campus. These systems are critical for safe food storage and uninterrupted meal service. Regular preventive maintenance and prompt repair services are essential to reduce equipment downtime, prevent food loss, and meet health and safety standards.
- **Cost:** $150,000 Estimated
- **Funding Source:** 240 - Federal Funds
- **Recommended Supplier/Service Provider:**

  A-Plan Refrigeration
  Anthony Refrigeration
  ASAP Companies

_____ _____

Board Approval Date

| 1 | SCOPE OF WORK & SPECIFICATIONS:  It is the intention of ECISD School |
|---|---|

| 2 | HVAC - STANDARD SERVICE LABOR HOURLY RATE<br>(Monday – Friday, 7:00 a.m.–7:00 p.m.) |
|---|---|

| Supplier | QTY | UOM | Estimated | Unit Price | Extended | Supplier Notes / Alternate Description | Manufacturer | Manufacturer # |
|---|---|---|---|---|---|---|---|---|
| A-Plan Refrigeration co. LLC | 1 | HOUR | | $120.00 | $120.00 | we can discuss after hours and rates. | | |
| [ALT1] A-Plan Refrigeration co. L | 1 | HOUR | | $120.00 | $120.00 | During normal 8:00a-5:00p | Rheam | RRNL-B042JK08E |
| Anthony Refrigeration Solutions | 1 | HOUR | | $127.50 | $127.50 | | | |
| ASAP Companies (Happy Gringo | 1 | HOUR | | $130.00 | $130.00 | per tech $130.00 hr. if a helper is needed there is a additional $70.00 per hour charge | | |
| West Texas Refrigeration (NCulle | 1 | HOUR | | $150.00 | $150.00 | | | |

| 2 | HVAC - STANDARD SERVICE LABOR HOURLY RATE | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Supplier | riteria | Criteria 2 | Criteria 3 | Criteria 4 | Criteria 5 | Criteria 6 | Criteria 7 | Criteria 8 | Criteria 9 | Total | Additonal Information |
| A-Plan Refrigeration co. LLC | 25 | 15 | 15 | 15 | 10 | 5 | 15 | 0 | 0 | 100 | |
| Anthony Refrigeration Solutions | 20 | 15 | 15 | 15 | 10 | 5 | 15 | 0 | 0 | 95 | |
| ASAP Companies (Happy Gringo | 15 | 15 | 15 | 15 | 10 | 5 | 15 | 0 | 0 | 90 | |

| 3 | HVAC NON-STANDARD SERVICE LABOR HOURLY RATE |
|---|---|

| Supplier | QTY | UOM | Estimated | Unit Price | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|---|---|---|---|---|---|---|---|---|
| Anthony Refrigeration Solutions | 1 | HOUR | | $178.50 | $178.50 | | | |
| A-Plan Refrigeration co. LLC | 1 | HOUR | | $180.00 | $180.00 | normal hours are 8:00a-5:pm | | |
| ASAP Companies (Happy Gringo | 1 | HOUR | | $195.00 | $195.00 | additional tech is needed it is an additional $105.00 per hourthese rates also include holidays | | |
| West Texas Refrigeration (NCulle | 1 | HOUR | | $225.00 | $225.00 | 2 hour minimum | | |

| 3 | HVAC NON-STANDARD SERVICE LABOR HOURLY RATE | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Supplier | riteria | Criteria 2 | Criteria 3 | Criteria 4 | Criteria 5 | Criteria 6 | Criteria 7 | Criteria 8 | Criteria 9 | Total | Additonal Information |
| Anthony Refrigeration Solutions | 25 | 15 | 15 | 15 | 10 | 5 | 15 | 0 | 0 | 100 | |
| A-Plan Refrigeration co. LLC | 20 | 15 | 15 | 15 | 10 | 5 | 15 | 0 | 0 | 95 | |
| ASAP Companies (Happy Gringo | 15 | 15 | 15 | 15 | 10 | 5 | 15 | 0 | 0 | 90 | |

| 4 | EMERGENCY CALL OUT - HOURLY RATE<br>(MINIMUM 2-HR RESPONSE REQUIRED) |
|---|---|

| Supplier | QTY | UOM | Estimated | Unit Price | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|---|---|---|---|---|---|---|---|---|
| Anthony Refrigeration Solutions | 1 | HOUR | | $178.50 | $178.50 | | | |
| A-Plan Refrigeration co. LLC | 1 | HOUR | | $180.00 | $180.00 | during normal hours the charge is 120.00 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| ASAP Companies (Happy Gringo | 1 | HOUR | | $195.00 | $195.00 | |
| West Texas Refrigeration (NCulli | 1 | HOUR | | $225.00 | $225.00 | 2-HR Response Time only applies to walk-in coolers and freezers |

| 4 | EMERGENCY CALL OUT - HOURLY RATE | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Supplier** | **riteria** | **Criteria 2** | **Criteria 3** | **Criteria 4** | **Criteria 5** | **Criteria 6** | **Criteria 7** | **Criteria 8** | **Criteria 9** | **Total** | **Additonal Information** |
| Anthony Refrigeration Solutions | **25** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **100** | |
| A-Plan Refrigeration co. LLC | **20** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **95** | |
| ASAP Companies (Happy Gringo | **15** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **90** | |

**5 DIAGNOSTIC FEE (IF APPLICABLE)**

| Supplier | QTY | UOM | Estimated | Unit Price | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|---|---|---|---|---|---|---|---|---|
| Anthony Refrigeration Solutions | 1 | EACH | | $0.00 | $0.00 | | | |
| A-Plan Refrigeration co. LLC | 1 | EACH | | $120.00 | $120.00 | on some occasions | | |
| ASAP Companies (Happy Gringo | 1 | EACH | | $130.00 | $130.00 | our hourly rates apply here depending on the day and time you want the service | | |
| West Texas Refrigeration (NCulli | 1 | EACH | | No Bid | | | | |

| 5 | DIAGNOSTIC FEE (IF APPLICABLE) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Supplier** | **riteria** | **Criteria 2** | **Criteria 3** | **Criteria 4** | **Criteria 5** | **Criteria 6** | **Criteria 7** | **Criteria 8** | **Criteria 9** | **Total** | **Additonal Information** |
| Anthony Refrigeration Solutions | **25** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **100** | |
| A-Plan Refrigeration co. LLC | **20** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **95** | |
| ASAP Companies (Happy Gringo | **15** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **90** | |

**6 TRIP/TRUCK CHARGE (IF APPLICABLE)**

| Supplier | QTY | UOM | Estimated | Unit Price | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|---|---|---|---|---|---|---|---|---|
| Anthony Refrigeration Solutions | 1 | EACH | | $0.00 | $0.00 | | | |
| ASAP Companies (Happy Gringo | 1 | EACH | | $25.00 | $25.00 | | | |
| A-Plan Refrigeration co. LLC | 1 | EACH | | $30.00 | $30.00 | | | |
| West Texas Refrigeration (NCulli | 1 | EACH | | $45.00 | $45.00 | | | |

| 6 | TRIP/TRUCK CHARGE (IF APPLICABLE) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Supplier** | **riteria** | **Criteria 2** | **Criteria 3** | **Criteria 4** | **Criteria 5** | **Criteria 6** | **Criteria 7** | **Criteria 8** | **Criteria 9** | **Total** | **Additonal Information** |
| Anthony Refrigeration Solutions | **25** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **100** | |
| ASAP Companies (Happy Gringo | **20** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **95** | |
| A-Plan Refrigeration co. LLC | **15** | **15** | **15** | **15** | **10** | **5** | **15** | **0** | **0** | **90** | |

**7 MARK UP PRICE FOR PARTS - NO AWARD**

| Supplier | QTY | UOM | Estimated | Unit Price | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|---|---|---|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| Anthony Refrigeration Solutions | 1 | EACH | $0.25 | $0.25 | |
| West Texas Refrigeration (NCulk | 1 | EACH | $30.00 | $30.00 | |
| ASAP Companies (Happy Gringo | 1 | EACH | $45.00 | $45.00 | anything over $500.00 is 30 % |
| A-Plan Refrigeration co. LLC | 1 | EACH | $100.00 | $100.00 | markup is 100% for cost $100.00< down to 50% for cost>$300.00 |

**Robert, Trejo**
Executive Director of Accountability and School Improvement
(432) 456.5811
Roberto.Trejo@ectorcountyisd.org

**Renewal RFP# 21-07- Post-Secondary Readiness – Final Renewal**

- **Purpose:** The Ector County Independent School District (ECISD) invited proposals for a comprehensive platform designed to connect students with career experts and college advisors. The platform supports K-12 students and extends through their postsecondary journeys, including high school internships that provide practical experience and insights into their future aspirations. Our goal is to offer guidance on college, career, and military pathways, foster networking opportunities, and provide essential support.

The platform emphasizes the importance of rigorous academic preparation and builds student agency. We seek to track student progress from K-12 through high school graduation, gather data on student achievements beyond high school, and support students' social and emotional growth.

The RFP Renewal will be for the 2025-2026 school year.

- **Background Info:** ECISD will partner with Star Tech Group: ACCESS to allow students to experience opportunity knowledge of career, college, and military, support academic preparedness, promote and build student agency K-12 and post-secondary.
- **Premium Renewal Cost**: $120,000.00
- **Funding Source**: 199 Local Funds
- **Recommended Supplier/Service Provider**: Star Tech Group: ACCESS

**Board Approval** **Date**

Mark Gabrylczyk
Executive Director of Special Services
Ector County ISD
432-456-8719
Fax: 432-456-8718

**Piggyback Richardson ISD RFP 22-184 Miscellaneous Consultant Services**

**Purpose:**
Emergent Tree Education (ETE) partners with school districts to create aligned systems that teach behavior skills and proactively address behavior challenges. Through a combination of onsite training, coaching, and software tools, ETE empowers educators to shift from traditional behavior management to effective behavioral instruction.

**Background information:**
ETE's Tier 1 tools and services support district leaders, instructional coaches, campus administrators, behavior specialists, and teachers in building clear, consistent, and effective classroom and schoolwide management systems. The result is improved behavioral outcomes, stronger school cultures, and greater student success across the district.

**Cost:** $111,205

**Funding Source:** 224 - Federal Funds

**Recommended Supplier/Service Provider:** Emergent Tree Education, Inc.

**Board Approval** **Date**

## Renewal RFP #21-04– Social Emotional Learning, Behavioral and Mental Health Program for Synchronous, Asynchronous and/or In-class Implementation – Final Renewal

- **Purpose:** To obtain an evidence and research based Social Emotional Learning (SEL) Curriculum supplement for K-12 grade students to include ADA compliant accessibility and availability in Spanish. Additionally, the curriculum will provide adult SEL for parents to support their children. The curriculum will align with and support Texas Essential Knowledge and Skills Standards. This is for fiscal year 2025-2026.

- **Background Info:** ECISD is requesting to renew our contract for BASE Modules from 7 Mindsets to meet the growing need for comprehensive Social-Emotional Learning (SEL) in our schools. This request comes in response to the increasing student mental health concerns, the need for enhanced academic performance, and the importance of developing strong interpersonal skills. The BASE Modules were selected due to their evidence-based framework, engaging curriculum, student-centered approach, scalability, and flexibility. Their proven positive outcomes in improving behavior, emotional regulation, and academic achievement align with our district's goals. Furthermore, BASE Modules include parent components to extend SEL efforts beyond the classroom and encourage collaboration between schools and families. This initiative complements our recent adoption of the iLead curriculum, which was provided to the district free of charge. BASE Modules address critical topics such as substance use prevention, coping strategies, goal setting, and truancy, providing a comprehensive support system for both academic and personal challenges. ECISD is therefore seeking the implementation of this Social Emotional Learning, Behavioral, and Mental Health Program in synchronous, asynchronous, and/or in-class formats.

- **Premium Renewal Cost:** $52,000 for all secondary campuses and $28,000 for all elementary campuses for a total of $80,000.

- **Funding Source:** 289 - Title IV

- **Recommended Supplier/Service Provider:** 7 Mindsets, a K- 12th grade Spanish bilingual social emotional learning supplemental curriculum.

**Board Approval** _____ **Date** _____

Kristen Vesely
Executive Director of Academics
Ector County ISD
432-456-8492

**Piggyback Dallas ISD RFP FR-206298 Digital Tools to Support Engagement and Student Learning**

**Purpose:**
Teachers First LLC partners with school districts to provide solutions for IB schools. Toddle is curriculum management software for IB school. It offers an end-to-end platform for curriculum, portfolios, evidence, authorization visits, school-home communication and remote teaching for IB schools.

**Background information:**
Toddle is: Built for teachers, by teachers, Toddle is an AI-powered teaching & learning platform for progressive K-12 schools. Going beyond a typical LMS, Toddle helps you streamline all your work - from curriculum planning and assessments to progress reports and school-home communication. It help teachers reclaim valuable time for what matters most — teaching.

**Cost:** $57,520

**Funding Source:** 199 - General Funds

**Recommended Supplier/Service Provider:** Teachers First LLC

**Board Approval** **Date**


educate connect inspire succeed dream
Ector County Independent School District | Phone: (432) 456-0000 | P.O. Box 3912, Odessa, Texas 79760 | www.ectorcountyisd.org

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2025-2026 BUDGET AMENDMENT # 1**

**DATE:** August 19, 2025

---

A summary of the recommended Budget Amendment # 1 for the 2025-2026 budget will be provided under separate cover.

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

**********

Administrative Recommendation:

Approval of 2025-2026 Budget Amendment # 1.

ECISD Finance Division

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**AMENDED BUDGET - FUNCTION AND OBJECT**
**GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS**
**FOR THE PERIOD JULY 1, 2025 THRU JUNE 30, 2026**
**FISCAL YEAR 2025-2026**

| | | GENERAL FUND | | | SCHOOL NUTRITION FUND | | | DEBT SERVICE FUND | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | ORIGINAL BUDGET 7/1/2025 | Additions (Deductions) #1 | AMENDED BUDGET 08/31/2025 | ORIGINAL BUDGET 7/1/2025 | Additions (Deductions) #1 | AMENDED BUDGET 8/31/2025 | ORIGINAL BUDGET 7/1/2025 | Additions (Deductions) #1 | AMENDED BUDGET 8/31/2025 |
| **REVENUES** | | | | | | | | | | |
| 5700 | Local and Intermediate | $ 149,148,691 | $ 1,004,500 | $ 150,153,191 | $ 1,154,150 | $ - | $ 1,154,150 | $ 48,949,768 | $ - | $ 48,949,768 |
| 5800 | State | 218,411,309 | - | 218,411,309 | 440,000 | - | 440,000 | - | - | - |
| 5900 | Federal | 2,000,000 | - | 2,000,000 | 20,223,478 | - | 20,223,478 | - | - | - |
| | Total - All Revenues | $ 369,560,000 | $ 1,004,500 | $ 370,564,500 | $ 21,817,628 | $ - | $ 21,817,628 | $ 48,949,768 | $ - | $ 48,949,768 |
| **APPROPRIATIONS by FUNCTION** | | | | | | | | | | |
| 11 | Instruction | $ 211,629,923 | $ 1,049,523 | $ 212,679,446 | $ - | $ - | $ - | $ - | $ - | $ - |
| 12 | Instructional Resources and Media Services | 2,020,954 | 126,912 | 2,147,866 | - | - | - | - | - | - |
| 13 | Curriculum and Staff Development | 9,347,135 | - | 9,347,135 | - | - | - | - | - | - |
| 21 | Instructional Leadership | 5,662,506 | - | 5,662,506 | - | - | - | - | - | - |
| 23 | School Leadership | 21,728,046 | - | 21,728,046 | - | - | - | - | - | - |
| 31 | Guidance, Counseling and Evaluation Services | 17,546,309 | - | 17,546,309 | - | - | - | - | - | - |
| 32 | Social Work Services | 1,732,378 | - | 1,732,378 | - | - | - | - | - | - |
| 33 | Health Services | 3,257,259 | - | 3,257,259 | - | - | - | - | - | - |
| 34 | Student Transportation | 11,909,952 | 98,990 | 12,008,942 | - | - | - | - | - | - |
| 35 | Food Services | - | - | - | 21,827,628 | 550,457 | 22,378,085 | - | - | - |
| 36 | Co/Extra Curricular Activities | 8,113,940 | 51,870 | 8,165,810 | - | - | - | - | - | - |
| 41 | General Administration | 9,310,815 | 40,532 | 9,351,347 | - | - | - | - | - | - |
| 51 | Plant Maintenance and Operations | 39,715,583 | 961,024 | 40,676,607 | - | - | - | - | - | - |
| 52 | Security and Monitoring Services | 6,640,841 | - | 6,640,841 | - | - | - | - | - | - |
| 53 | Data Processing Services | 14,904,098 | 372,870 | 15,276,968 | - | - | - | - | - | - |
| 61 | Community Services | 1,500,512 | - | 1,500,512 | - | - | - | - | - | - |
| 71 | Debt Services | 1,359,000 | - | 1,359,000 | - | - | - | 48,949,768 | - | 48,949,768 |
| 81 | Facilities Acquisition and Construction | 4,431,749 | 818,906 | 5,250,655 | - | - | - | - | - | - |
| 99 | Intergovernmental Charges | 2,374,000 | - | 2,374,000 | - | - | - | - | - | - |
| | Total - All Appropriations | $ 373,185,000 | $ 3,520,627 | $ 376,705,627 | $ 21,827,628 | $ 550,457 | $ 22,378,085 | $ 48,949,768 | $ - | $ 48,949,768 |
| **OTHER FINANCING SOURCES/(USES)** | | | | | | | | | | |
| 7000 | Other Financing Sources | $ 150,000 | $ - | $ 150,000 | $ 10,000 | $ - | $ 10,000 | $ - | $ - | $ - |
| 8000 | Other Financing (Uses) | (525,000) | - | (525,000) | - | - | - | - | - | - |
| | Total Other Financing Sources (Uses) | $ (375,000) | $ - | $ (375,000) | $ 10,000 | $ - | $ 10,000 | $ - | $ - | $ - |
| | Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations | $ (4,000,000) | $ (2,516,127) | $ (6,516,127) | $ - | $ (550,457) | $ (550,457) | $ - | $ - | $ - |
| | Fund Balance Beginning July 1 (Estimated) | $ 124,500,000 | $ | $ 124,500,000 | $ 9,955,375 | $ | $ 9,955,375 | $ 38,573,028 | $ | $ 38,573,028 |
| 3000 | Fund Balance Ending June 30 (Estimated) | $ 120,500,000 | $ (2,516,127) | $ 117,983,873 | $ 9,955,375 | $ (550,457) | $ 9,404,918 | $ 38,573,028 | $ - | $ 38,573,028 |
| **APPROPRIATIONS by OBJECT** | | | | | | | | | | |
| 6100 | Payroll Costs | $ 285,002,089 | $ 546,352 | $ 285,548,441 | $ 8,386,253 | $ - | $ 8,386,253 | $ - | $ - | $ - |
| 6200 | Purchased/Contracted Services | 38,516,619 | 902,669 | 39,419,288 | 237,000 | - | 237,000 | - | - | - |
| 6300 | Supplies and Materials | 22,166,760 | 1,148,634 | 23,315,394 | 13,077,875 | (2,000) | 13,075,875 | - | - | - |
| 6400 | Other Operating Expenses | 14,457,794 | (25,924) | 14,431,870 | 56,500 | 2,000 | 58,500 | - | - | - |
| 6500 | Debt Service | 1,359,000 | 12,000 | 1,371,000 | | - | - | 48,949,768 | - | 48,949,768 |
| 6600 | Capital Outlay | 11,682,738 | 936,896 | 12,619,634 | 70,000 | 550,457 | 620,457 | - | - | - |
| | Total - All Appropriations | $ 373,185,000 | $ 3,520,627 | $ 376,705,627 | $ 21,827,628 | $ 550,457 | $ 22,378,085 | $ 48,949,768 | $ - | $ 48,949,768 |

**Ector County ISD**
**Finance Department**
**Budget Amendment #1**
**Requests to be Appropriated**
**Fiscal Year 2025-2026**

| Description | | Amount |
|---|---|---|
| **GENERAL FUND** | | |
| **The following will result in a decrease to fund balance.** | | |
| **Rollover Funds:** | | |
| HVAC equipment and controls | $ | 818,906 |
| Burleson Early Education Center: plumping, books, furniture | | 639,912 |
| Building contracted maintenance: flooring/painting/paving/repairs | | 443,829 |
| Technology equipment | | 372,870 |
| Demographic & coaching services | | 108,750 |
| Vehicles | | 98,990 |
| Building storage at Ratliff | | 32,870 |
| | **$** | **2,516,127** |
| **The following will result in no change to fund balance.** | | |
| Phillips 66 donation | $ | (972,000) |
| ST Math software license | | 972,000 |
| OHS Band Booster donation | | (19,000) |
| OHS Band trailer | | 19,000 |
| Diamondback Energy donation | | (13,500) |
| Gifted & Talented Super Saturday/Chess for Champs | | 13,500 |
| | **$** | - |
| **The following will result in an increase to fund balance.** | | |
| None | $ | - |
| | $ | - |
| **Net effect to fund balance** | **$** | **(2,516,127)** |

**SCHOOL NUTRITION FUNDS**

**The following will result in a decrease to fund balance.**

**Rollover funds:**

| | | |
|---|---|---|
| Refrigerated food catering truck | $ | 299,800 |
| Generator install project | | 250,657 |
| | **$** | **550,457** |

**The following will result in no change to fund balance.**

| | | |
|---|---|---|
| None | $ | - |
| | **$** | **-** |

**The following will result in an increase to fund balance.**

| | | |
|---|---|---|
| None | $ | - |
| | $ | - |

| | | |
|---|---|---|
| **Net effect to fund balance** | **$** | **(550,457)** |

**DEBT SERVICE FUND**

**The following will result in a decrease to fund balance.**

| | | |
|---|---|---|
| None | $ | - |
| | **$** | **-** |

**The following will result in no change to fund balance.**

| | | |
|---|---|---|
| None | $ | - |
| | **$** | **-** |

**The following will result in an increase to fund balance.**

| | | |
|---|---|---|
| None | $ | - |
| | $ | - |

| | | |
|---|---|---|
| **Net effect to fund balance** | **$** | **-** |

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL TO ENTER INTO INTERLOCAL AGREEMENTS WITH PURCHASING COOPERATIVES (COOPS) AND ECTOR COUNTY ISD**

**DATE:** August 12, 2025

---

Ector County ISD is requesting approval to participate and enter into interlocal agreements with:

- TASB Benefits Cooperative

Cooperatives (coops) allow ECISD to use purchasing cooperatives instead of performing competitive bidding to receive better value on goods and services through a pooled purchasing power. ECISD uses cooperatives to purchase a variety of goods and services.

BUDGETARY IMPACT: Purchasing cooperatives are mainly funded through fees paid by vendors, and sometimes by members. This co-op is free.

STATUTORY REFERENCES:

- The Texas Education Code, Section 44.031
- The Texas Local Government Code, Section 271.102
- The Texas Business Organizations Code, Chapter 251

**********

It is recommended that the Board of Trustees approve the Interlocal Agreement as presented.

Approved

_____ _____

Board President Date

**BOARD RESOLUTION**
**of**

Ector County ISD

(Name of District)

**TASB Benefits Cooperative**

WHEREAS, the above-named Independent School District ("District") intends to sponsor or make available employee benefits for its employees; and

WHEREAS, District desires to join the TASB Benefits Cooperative, administered by First Public, LLC, a subsidiary of the Texas Association of School Boards, Inc.; and

WHEREAS, District has reviewed the Interlocal Participation Agreement ("Agreement") of the Benefits Cooperative and seeks to adopt such Agreement in order to become a member of, and participate in, the Benefits Cooperative; and

WHEREAS, the Board of Trustees of the above-named District has determined that it is in the best interest of the District to join the Benefits Cooperative in order to achieve efficiencies in the discharge of its personnel functions;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the Benefits Cooperative; and

2. That the Board authorizes the Superintendent, or the Superintendent's designee, to take any and all necessary and appropriate action to execute and carry out the foregoing, including entering into agreements with providers or vendors that are authorized through the Benefits Cooperative.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

**TASB BENEFITS COOPERATIVE**

**INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement ("Agreement") is entered into by and between the TASB Benefits Cooperative ("Benefits Cooperative" or "Cooperative"), formerly the TASB Supplemental Employee Benefits Cooperative, and the undersigned local government ("you" or "your"). The Benefits Cooperative is an administrative agency of local governments ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits. The parties agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.

**TERMS AND CONDITIONS**

In consideration of the mutual covenants, conditions, and obligations contained in this Agreement, the parties agree as follows.

1. **Authority.** You hereby adopt the TASB Supplemental Employee Benefits Amended and Restated Agreement ("Underlying Agreement"), which became effective on October 1, 2012, establishing the Benefits Cooperative as an administrative agency under the Texas Interlocal Cooperation Act, and you agree to become an additional party to the Underlying Agreement, thus becoming a Member of the Cooperative. The Underlying Agreement is incorporated into this Agreement by reference and is available from the Cooperative upon request. Although the Texas Interlocal Cooperation Act provides the overarching basis for the Benefits Cooperative, the Cooperative and its programs and service offerings may operate pursuant to other statutes and laws, such as Section 271.101, *et seq*., of the Texas Local Government Code, which authorizes the formation of a local purchasing cooperative organization.

2. **Program Participation.** This Agreement enables you to participate in any or all of the programs and service offerings that the Benefits Cooperative makes available to its Members from time to time.

   (a) The Benefits Cooperative, through its designated administrator and other service providers, will make employee benefits available to the Members of the Cooperative, such as life, accidental death and dismemberment, disability, health, accident, and other personal lines of coverage. Benefits are intended for the employees of Members, including their dependents. Administrative services related to such benefits, such as Section 125 cafeteria plan administration, also may be offered. The Benefits Cooperative will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.

   (b) You recognize and agree that this Agreement alone does not extend employee benefits or services to your entity. Rather, this Agreement gives you access to the Benefits Cooperative's designated service providers for the various benefits and services made available through the Cooperative.

3. **Term.** The initial term of this Agreement shall commence as of the date that this Agreement has been executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of the Agreement.

4. **Termination.** This Agreement may be terminated as follows:

   (a) **By the Member**. You may terminate this Agreement by giving the Benefits Cooperative 30 days' prior written notice of termination. However, any termination by you shall not void or impair any existing contractual obligation, including payment requirements, under this Agreement relating to past performance, or any separate contract between you and a Benefits Cooperative service provider. A separate contract generally will not mean an "agreement to agree" or a non-recourse option to renew but generally means an existing letter of commitment, insurance policy, or other contractual obligation entered into under the authority of this Agreement or the Cooperative that has not been fully performed or terminated as permitted by that separate contract.

   (b) **By the Benefits Cooperative.** The Benefits Cooperative may terminate this Agreement by giving you 30 days' prior written notice of termination. However, any termination by the Cooperative shall not void or impair any existing contractual obligation, including payment requirements, under this Agreement relating to past performance, or any separate contract between you and a Benefits Cooperative service provider as described in 4(a) above.

5. **Governance.** The Benefits Cooperative is governed by a Board of Trustees in accordance with its bylaws and written agreements. You agree to abide by the bylaws of the Benefits Cooperative, as they may be amended from time to time. The bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control. The bylaws are available upon request and any amendment shall not impair any existing contractual obligation between you and any Benefits Cooperative service provider.

6. **Administration.** The Benefits Cooperative may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Cooperative. In particular, the Benefits Cooperative has contracted with First Public, LLC as its administrator under the authority of Section 791.013 of the Texas Interlocal Cooperation Act. First Public, LLC is a wholly owned subsidiary of the Texas Association of School Boards, Inc. ("TASB") and operates on a nonprofit basis, providing services to school districts and other political subdivisions in order to lessen the burdens of government.

7. **Authorization to Participate.** You represent that your governing body has duly authorized your entity's participation in the Benefits Cooperative and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Benefits Cooperative.

8. **Fiscal Responsibility.**

   (a) You are not responsible for the payment of any sum of money to the Benefits Cooperative, First Public, or any other service provider solely by reason of your execution of this Agreement. A payment obligation will only arise under the terms of a separate contractual agreement or transaction.

   (b) You hereby acknowledge and represent that all payments, fees, and disbursements required for products or services obtained through this Agreement shall be made from your available current revenues.

9. **Coordinator.** You appoint your entity's chief executive officer (e.g., superintendent, city manager, etc.), or such person's designee (as evidenced in writing), to serve as coordinator for the programs and services in which your entity participates. The coordinator shall have authority to represent and bind your entity, and the Benefits Cooperative is not required to contact any other individual. You reserve the right to change the coordinator as desired by giving written notice to the Benefits Cooperative.

10. **Cooperation and Access.** You agree that you will cooperate and comply with any reasonable requests for information or records made by the Benefits Cooperative. You authorize the Cooperative to review any of your transactional records with the Cooperative or its service providers unless access is prohibited by law.

11. **Representation.** The Benefits Cooperative may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other form of alternative dispute resolution, concerning the Benefits Cooperative as an entity. Nothing in this Agreement creates a legal duty of the Benefits Cooperative to provide a defense or prosecute a claim; rather, the Benefits Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit your right or preclude you from pursuing, either independently or in conjunction with the Benefits Cooperative, a claim against any service provider of employee benefits or related services.

12. **Disclaimer.** To the fullest extent authorized by law, it is agreed that the Benefits Cooperative (i) is not a guarantor of a third party service provider's performance, claims determinations, or solvency; (ii) bears no risk for the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failure on the part of any insurance carrier, agent, broker, or other insurance provider.

13. **Liability.** The parties agree as follows:

    (a) Neither party waives any immunity from liability afforded under law.

    (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.

    (c) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

14. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent not prohibited by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangements with any provider of products or services obtained through the Benefits Cooperative.

15. **Entire Agreement.** Upon taking effect as provided for herein, this Agreement, together with the Underlying Agreement and Benefits Cooperative bylaws, represents the complete understanding between you and the Cooperative. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between you and the Benefits Cooperative will govern your participation in any existing contract for employee benefits.

16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

17. **Amendment by Notice.** The Benefits Cooperative may amend this Agreement by providing you with written notice of the amendment at least 60 days before the date the amendment becomes effective. An amendment will apply prospectively and you will have the right to terminate this Agreement, in accordance with the terms and conditions hereof, before the effective date of the amendment. Any amendment by the Cooperative shall not impair any existing contract between you and a Benefits Cooperative service provider.

18. **Notice.** Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by any means typically used in commerce, including: (i) first class mail, postage prepaid; (ii) overnight carrier service; or (iii) email, fax, or other electronic delivery.

    Notice to the Benefits Cooperative shall be sufficient if made or addressed as follows:

| | |
|---|---|
| By Mail or Delivery: | First Public, LLC<br>Attention: TASB Benefits Cooperative<br>12007 Research Blvd.<br>Austin, TX 78759 |
| By Fax: | 512-452-7842 |
| By Email: | employee.benefits@firstpublic.com |

    Notice to your entity shall be sufficient if addressed to your designated coordinator or your entity's chief executive officer at the address (including email address) of record on file with the Cooperative.

19. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original, and this Agreement may be executed in several separate counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

[Signatures on next page.]

WHEREFORE, the undersigned local government agrees to be bound by this Agreement.

**Entity Name:** Ector County ISD

By: _____ Date: _____
Authorized Signature

_____
Printed Name

_____
Title

**Accepted** by the Administrator of the TASB Benefits Cooperative:

FIRST PUBLIC, LLC

By: _____ Date: _____
Authorized Signature

_____
Printed Name

_____
Title

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Alicia Syverson, Associate Superintendent of Student & School Support

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF APPLICATION TO RENEW OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)**

**DATE:** August 19, 2025

---

This is an annual renewal of the Optional Flexible School Day Program application (OFSDP). The goal of the Optional Flexible School Day Program is to allow students an opportunity to have flexible hours in order to be successful and receive a high school diploma by offering courses needed for graduation while the district receives funding for students in attendance. The program has two main objectives. The first objective is to allow a student who has dropped out of school or is in danger of dropping out of school an option other than the regular classroom setting or school day. The second objective is to enable a student the opportunity to recover credits lost due to lack of attendance. The program will go into effect 30 days after the application is submitted.

**********

Administrative Recommendation:

Request for approval of application to renew Optional Flexible School Day Program (OFSDP)

# Optional Flexible School Day Program (OFSDP)

# 2025-2026 Application Presentation

# Optional Flexible School Day Program (OFSDP) Information

Students must be at risk of dropping out to enroll in the program

Students may attend OFSDP on their home campus or at a district-approved program
Students must be approved by their campus principal

Students attend on a flexible schedule

Students continue to be enrolled at their home campus

326

ECISD OUR students...THE future

# COC Optional Flexible School Day Program (OFSDP) Data

| COC OFSPD Students | Number | Percent |
|---|---|---|
| Graduates | 38 | 60.3% |
| Continuers | 18 | 28.6% |
| Drop Outs | 4 | 6.3% |
| Non Drop Out Leavers | 2 | 3.2% |
| Returned to Traditional Campus | 1 | 1.6% |
| Total | 63 | 100% |

327

*Data includes those students identified as OFSDP in Focus for the 2024-2025 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 7/29/2025*

ECISD
OUR students...THE future

# EAA Optional Flexible School Day Program (OFSDP) Data

| EAA OFSDP Students | Number | Percent |
|---|---|---|
| Graduates | 73 | 28.1% |
| Continuers | 105 | 40.4% |
| Drop Outs | 62 | 23.8% |
| Non Drop Out Leavers | 15 | 5.8% |
| Returned to traditional campus | 5 | 1.9% |
| Total | 260 | 100% |

328

*Data includes those students identified as OFSDP in Focus for the 2024-2025 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 7/29/2025*

ECISD OUR students...THE future

# PHS Optional Flexible School Day Program (OFSDP) Data

| COC OFSPD Students | Number | Percent |
|---|---|---|
| Graduates | 12 | 80% |
| Continuers | 0 | 0% |
| Drop Outs | 0 | 0% |
| Non Drop Out Leavers | 1 | 6.7% |
| Returned to Traditional Campus | 2 | 13.3% |
| Total | 15 | 100% |

329

*Data includes those students identified as OFSDP in Focus for the 2024-2025 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 7/29/2025*

ECISD
OUR students...THE future

# District Total Optional Flexible School Day Program (OFSDP) Data

| EAA and COC OFSDP Students | Number | Percent |
|---|---|---|
| Graduates | 120 | 35.5% |
| Continuers | 126 | 37.3% |
| Drop Outs | 66 | 19.5% |
| Non Drop Out Leavers | 18 | 5.3% |
| Returned to traditional campus | 8 | 2.4% |
| Total | 338 | 100% |

330

*Data includes those students identified as OFSDP in Focus for the 2024-2025 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 7/29/2025*

ECISD OUR students...THE future

# OFSDP Total Minutes by Track

| OFSDP Minutes by Program | Total Minutes |
|---|---|
| COC | 857,950 |
| EAA | 3,078,609 |
| Campus Based | 150,849 |
| Total | 4,087,408 |

331

*Source: SQL R302 Flexible Attendance*
*Date of data pull: 7/29/2025*

# Next Steps

1. Questions?
2. Approval of OFSDP Application

332

Thank you for your ongoing support!

# Texas Education Agency

# APPLICATION

**Updated May 2025**

## Optional Flexible School Day Program (OFSDP)

2025-2026 **School Year**

**ELIGIBLE APPLICANTS**: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

# Definition of Program Provisions

## Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

**AND**

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

## Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. The board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two). Please note that, pursuant to TAC 129.1027, a progress report for OFSDP may be required to be included in subsequent annual applications starting the 2026-2027 school year.

## Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

## Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

## Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

## Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

# Provisions of Agreement

## Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Ector County ISD

(Legal Name of School District or Open-Enrollment Charter School)

located at

802 N Sam Houston Odessa, TX 79761

(Physical Address)

hereinafter referred to as "district."

## Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix Five**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

## Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

## Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

## Article V – General and Special Provisions to the Agreement

Each provision marked with an "X" below is hereby attached and incorporated by reference as part of this document:

[☑] Appendix One, Assurances

[☑] Appendix Two, Board Approval

[☑] Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)

[☑] Appendix Four, District Contacts

[☑] Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

## Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix Five should be at least thirty (30) days after the application is submitted.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Keeley Boyer

Typed Title Superintendent

Authorized Signature

# Appendix One
# Assurances

**The definition of the terms of the application applies to Appendix One, Assurances. The school district or open-enrollment charter school, hereinafter called "district," does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student is attending a campus implementing an approved innovative campus plan; or
   - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
   - the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

**and**

2. there is an agreement in writing to the student's participation
   - by the student, if the student is over 18 years of age; or
   - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;

2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;

3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;

4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;

5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);

6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance, including filing truancy charges, if appropriate;

7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

8. to comply with all reporting requirements established by the TEA;

9. not to discriminate based on disability, race, color, national origin, religion, or sex; and

10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Tammy Hawkins, ECISD School Board President, 432-332-8541

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Dr. Keeley Boyer, Superintendent, 432-456-9879

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

# Appendix Two
# Board Approval

**The definition of terms of the application applies to Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: August

Day: 19

Year: 2025

Time: 6PM

Location: 802 N Sam Houston  Odessa, TX 79761

**Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

Tammy Hawkins, ECISD School Board President, 432-332-8541
Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President  Date

Dr. Keeley Boyer, Superintendent, 432-456-9879
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School  Date

# Appendix Three
# Attendance and Compliance Procedures of Proposed Program

**The definition of terms of the application applies to Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. Only responses in the specified format will be accepted. Do not submit any other documents in place of Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission. If a question does not apply, please indicate "N/A" next to its number.**

1. Describe the program goals and objectives. ***Note:*** *Pursuant to TAC 129.1027, a progress report for OFSDP may be required to be included in subsequent annual applications starting the 2026-2027 school year.*

2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times courses are available.

3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtains student and parental consent for OFSDP participation.

5. Indicate the estimated number of OFSDP students that will be served per teacher.

6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. NOTE: Absences and days present do not exist in the OFSDP

   Explain the following:

   a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
   b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
   c. How will the district ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. ***Note:*** *It is recommended that the district apply the following formula to determine the maximum OFSDP*

*minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.*

d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.

e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):

   a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status, and the name of the accrediting agency.

   b. Indicate how students will be offered or provided referrals for mental health services.

10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):

    a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

    b. Describe the individual learning plan or process used to monitor each student's progress.

    c. Indicate how students will be served by an academic coach and local advocate.

    d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.

    e. Provide the location and a brief description of the in-person student engagement center.

# Appendix Four
# District Contacts

**The definition of terms of the application applies to Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.**

## District Contacts for the Application

| | |
|---|---|
| **District/Charter School Superintendent:** | Dr. Keeley Boyer |
| **Mailing Address:** | 802 N Sam Houston |
| **City, State, Zip Code:** | Odessa, TX, 79761 |
| **Telephone Number:** | 432-456-9879 |
| **Email Address:** | keeley.boyer@ectorcountyisd.org |

| | |
|---|---|
| **District PEIMS Coordinator:** | Samantha Sotelo |
| **Email Address:** | samantha.sotelo@ectorcountyisd.org |

| | |
|---|---|
| **OFSDP Contact Name:** | Taylor Laing |
| **Email Address:** | taylor.laing@ectorcountyisd.org |

| | |
|---|---|
| **OFSDP Contact Name:** | Leticia Bernal |
| **Email Address:** | leticia.bernal@ectorcountyisd.org |

***NOTE: Most of the contact for the approved OFSDP is done via email. Valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

# Appendix Five
# Participating Campuses, Student Eligibility, and Period of Agreement

**The definition of terms of the application applies to Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.**

Download and complete Appendix 5, which can be found on the **OFSDP webpage** under the *Applications and Templates* section.

**Once completed, email the following to OPFLEX@tea.texas.gov:**

1. **The application (in PDF file format)**
2. **Appendix Three (in PDF file format)**
3. **Appendix Five (in MS Excel file format)**

***All file names should include the district/charter school's name**

**Appendix Three – ECISD Optional Flexible School Day Program (OFSDP) 2025–2026**

**1. Program Goals and Objectives**

The ECISD OFSDP is designed to increase high school completion by offering flexible instructional options for students who are at risk of dropping out or not graduating on time. The program aims to serve students identified as homeless, in foster care, pregnant or parenting, military-connected, overage/under-credited, or experiencing chronic absenteeism. Objectives include:

- Improving graduation rates among high-need student populations.
- Increasing daily engagement through personalized and flexible scheduling.
- Enhancing college and career readiness via targeted support and acceleration opportunities.

**2. Proposed Schedule**

OFSDP schedules vary by site:

- *Ector Acceleration Academies (EAA)*: Monday–Friday, 8:00 AM–4:30 PM. Students attend as needed per individualized plan. Ector Acceleration Academies offers some remote instruction. Accommodations outside regular hours are arranged according to student needs.
- *Community Outreach Center (COC)*: Open Monday–Friday, 8:00 AM–5:00 PM. Students attend in-person in half-day shifts (morning or afternoon), on a flexible schedule. *Campus-based Site*: Flexible schedule during regular school hours. Accommodations outside regular hours are arranged according to student needs.

**3. Staff Positions and Contact Hours**

- Community Outreach Center Grad Lab Supervisor and Director of Ector County Acceleration Academies
    - Responsibilities: Oversee program implementation at respective site, coordinate with staff and stakeholders, monitor progress.
    - Contact Hours: M-F 8:00-5:00
- School Administration
    - Responsibilities: Refer students to the OFSDP sites, review student records to confirm eligibility, monitor progress.
    - Contact Hours: M-F 8:00-5:00
- Classroom Teachers at each OFSDP site
    - Responsibilities: teaching assigned subjects, assessing student learning, monitoring progress and course completion, providing feedback, supporting all students (including those with disabilities), adapting the curriculum as needed, and collaborating with general education teachers.
    - Community Outreach Center and Campus-Based Sites Contact Hours: M-F 8:00-5:00

    - Ector Acceleration Academy Contact Hours: M-F 8:00-4:30

- Counselors
    - Responsibilities: Provide academic and emotional support, conduct assessments, guide students on future paths, review transcripts to ensure that the students are in the correct classes, monitor and confirm progress on graduation requirements.
    - Community Outreach Center and Campus-Based Sites Contact Hours: M-F 8:00-5:00
    - Ector Acceleration Academy Contact Hours: M-F 8:00-4:30
- Support Staff
    - Positions:
        - Office Staff: Handle administrative tasks, enrollment, communication, and data entry.
        - Social Service Specialists/Life Coaches: provide social service support for students when needed to ensure success in the program.
        - Graduate Candidate Advocates (Ector Acceleration Academy): meet with students day to day to ensure progress, communicate with guardians, advocate for students
        - IT Support: Manage technology resources, troubleshoot issues.
        - SPED Coordinator: Works with campus SPED department to ensure students are receiving all Special Education Services on their ARD. SPED Coordinator is available at the Ector Acceleration Academy site only.
    - Contact Hours: M-F 8:00-5:00

**4. Identification and Consent Procedures**

- Counselors, Administrators, and Drop Out Specialists identify eligible students based on criteria in the Student Attendance Accounting Handbook (SAAH) and submit a referral form to the OFSDP sites.
- Students who have dropped out receive phone calls, electronic messages, emails, and home visits to inform them of the OFSDP programs.
- Student eligibility and intent to participate are confirmed via an intake process and documented in the Student Information System.
- Parent/guardian and student sign a program consent and acknowledgment form.

**5. Student-to-Teacher Ratio**

Estimated 15–20 OFSDP students per teacher across sites. Adjustments are made based on student need and program capacity.

**6. Special Populations Services**

- Teacher Certification Standards:

    - Special Education students can be served at Ector Acceleration Academy OFSDP, as they employ a certified Special Education Teacher in accordance with the State Board of Educator Certifications (SBEC). This ensures Ector Acceleration Academy has staff equipped with the skills to assess student needs, implement appropriate interventions, and collaborate with families and other professionals.
- Service Provision:
    - Before any special education students transition to the OFSDP program, the campus must call for an Admission Review Dismissal (ARD) to determine if placement is appropriate considering the student's needs. During this process, the Admission Review Dismissal (ARD) Facilitator provides guidance on students' special needs and accommodations.
    - Individualized Education Programs (IEP) will be tailored to meet students' needs.

**Career and Technology Education (CTE)**

- Teacher Certification Standards:
- Students can continue to attend their previously enrolled CTE courses. Instruction will be provided by a CTE instructor certified in the specific field in accordance with the State Board of Educator Certifications (SBEC).
- Coordination of Services
    - Arrangements are made through the CTE campus coordinator. The campus counselor will ensure that the student's schedule in the SIS includes the student's course to ensure that the student receives credit for attending and passing the course.

**Pregnancy-Related Services**

- Service Provision:
    - Students will be referred to the Teen Pregnancy Related Services (TPRS) and will have access to:
        - Prenatal and postnatal health education.
        - Counseling services and academic support tailored for pregnant and parenting students.
        - Flexible scheduling and alternative education options as needed.
        - Free district-provided childcare services.
    - OFSDP program directors will meet with TPRS on a weekly basis to discuss student progress and concerns.
    - If a student qualifies for Compensatory Education Home Instruction (CEHI), their enrollment in the OFSDP will be adjusted to exclude them from OFSDP attendance accounting during the period in which they receive CEHI services.

**Bilingual Education**

- Teacher Certification Standards:

    - Community Outreach Center employs a teacher certified Bilingual/ESL teacher in accordance with the State Board of Educator Certifications (SBEC). Ector Acceleration Academy does not provide bilingual services at this time.
    - Teachers receive continuous training in Bilingual Education policies and procedures.
- Service Provision:
    - Bilingual and ESL support is provided based on student needs determined by the LPAC Language Proficiency Assessment Committee.
    - Online learning format provides language support and accommodations.

**General Compliance with the Student Attendance Accounting Handbook**

- Attendance Tracking:
    - OFSDP directors will ensure all staff are trained in accurate attendance reporting and compliance standards and will maintain accurate records of attendance.
    - CTE Teachers will be able to mark the student present or absent, but CTE funding entry will be suspended while the student is on the flexible attendance schedule.
- Reporting Requirements:
    - All attendance will be recorded to meet compliance requirements as defined by the Student Attendance Accounting Handbook (SAAH).
    - Staff will regularly review and audit attendance records to ensure district and state requirements are met.
- OFSDP directors and other staff will review attendance data to assess program effectiveness and make necessary adjustments.

**7. Instructional Minute Verification**

A. *Verification*: Teachers log instructional minutes per student daily using district-approved sign-in/sign-out sheets. Each day, the teacher reviews the sheet for accuracy and signs it to verify the actual number of instructional minutes the student was present for instruction
B. *<45 Minutes*: Attendance clerks ensure that days under 45 minutes are not reported for funding by reviewing the verified sign in sheets and calculating the total number of minutes attended. Any students who attended less than 45 minutes will not be reported for funding.
C. *Preventing ADA Duplication*: Each student's cumulative total is reviewed during the intake process and before coding for OFSDP. The district uses this formula: (Calendar Days – Traditional Days Present) × 240 = OFSDP Eligible Minutes. This calculation ensures that the student does not generate more than one ADA (Average Daily Attendance) for the school year. Staff will monitor time spent on online courses to ensure that they do not exceed 10,800 minutes on an individual course and to verify attendance

D. *No Dual Coding*: SIS blocks dual attendance code entries for traditional and OFSDP on the same day. District Student Analyst monitors to ensure dual coding does not bypass the SIS block.
E. *Compliance with SAAH*: The district uses Focus, a secure, paperless attendance system, to ensure compliance with SAAH Section 2.2.3. Focus requires teachers and staff to log in with unique credentials, automatically logs users out after periods of inactivity, and tracks all attendance entries and changes with timestamps and user IDs. Only authorized personnel have access to attendance functions, and the system maintains a full audit trail for accountability and compliance. For Optional Flexible School Day Program (OFSDP) attendance (Section 11.6), the district:
    - Uses Focus to record actual instructional minutes for each OFSDP student daily.
    - Ensures teachers of record verify and sign attendance sheets.
    - Maintains separate reporting in TSDS PEIMS for OFSDP using the correct entity codes.
    - Tracks OFSDP minutes accurately to ensure no overlap with traditional attendance and adherence to maximum daily (600 minutes) and annual (43,200 minutes) limits.
    - Requires signed agreements for eligible students and maintains documentation for audit purposes.
    - All attendance procedures and safeguards are outlined in the district's OFSDP application and internal protocols to ensure Focus supports a fully compliant, auditable system.
F. *Student Detail Audits*: Reports are reviewed by PEIMS Student Analyst and OFSDP staff every six weeks; certified by campus administrators.

**8. Summer Credit Recovery Attendance**

- Ector Acceleration Academy Summer Minutes are only reported for students recovering credits. Attendance rosters are cross-checked with academic recovery plans to avoid over-reporting.
- At the Community Outreach Center, summer learning opportunities are limited to students who only need credit recovery.

**9. Community-Based Dropout Recovery Programs**
N/A

**10. Remote or Hybrid Dropout Recovery Programs**
N/A

# Optional Flexible School Day Program (OFSDP) - Appendix 5

068901 ECTOR COUNTY ISD School Year 2025-2026

**Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4**

**Eligibility Designation**

1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College High School
4 = TEC §39A.107 Campus Turnaround Plan
5 = Credit Recovery**
6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program
7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program

**School Year Period of Agreement**

Reported in TSDS PEIMS Summer Collection 3

Program start date must be 30 days after application submission.

Program end date must not exceed the last day of the regular school calendar.

**Summer Period of Agreement**

Reported in TSDS PEIMS Extended Collection 4

**Credit Recovery - Designation 5

Summer period of agreement should not exceed 30 days or extend past July 31st.

| Nine Digit District and Campus Number | Campus Name | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Estimated Students Participating | Program Start Date | Program End Date | Proposed Days: SUMTWTHFS | Minutes Offered Per Day | Summer Program Start Date | Summer Program End Date | Proposed Days: SUMTWTHFS | Minutes Offered Per Day |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 068901002 | ODESSA H S | 1 | 2 | | | 5 | | | 205 | 9/22/2025 | 5/21/2026 | MTWTHF | 240 | 6/1/2026 | 7/1/2026 | MTWTHF | 240 |
| 068901003 | PERMIAN H S | 1 | 2 | | | 5 | | | 140 | 9/22/2025 | 5/21/2026 | MTWTHF | 240 | 6/1/2026 | 7/1/2026 | MTWTHF | 240 |
| 000000000 | | | | | | | | | | | | | | | | | |
| 000000000 | | | | | | | | | | | | | | | | | |
| 000000000 | | | | | | | | | | | | | | | | | |
| 000000000 | | | | | | | | | | | | | | | | | |

**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:

June 10, 2025 – Board Workshop Meeting
June 17, 2025 – Regular Board Meeting
June 24, 2025 – Special Board Meeting

**AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON JUNE 10, 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:** | **Absent:** |
|---|---|
| Dr. Steve Brown | Delma Abalos |
| Tammy Hawkins | Bob Thayer |
| Dawn Miller | |
| Christopher Stanley | |
| Wayne Woodall | |

**School Officials:** Dr. Keeley Boyer, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson, Lauren Tavarez

**Others:** Tatiana Dennis, Matt Spivy, Aaron Hawley, Mark Gabrylczyk, Lisa Wills, Ryan Merritt, Betsabe Salcido, Robert Trejo, Taylor Laing, Jennie Chavez, Amy Russell, Maria Harvey, Javier Ruiz, Naomi Fuentes, Tracey Borchardt, Anthony Garcia, Albessa Chavez, Melanie Sheehan, Krista Vivian, Ruth Campbell, Nory Leachon, Rita Lopez, Mary Franco

**27211** **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27212** **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

**27213** **Opening Remarks by Superintendent**: In her opening remarks, Superintendent Dr. Keeley Boyer proudly shared that the district's Class of 2025 celebrated 1,991 graduates.

**27214** **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.

**Board Policy**

**27215** **Discussion of Revisions to Local Board Policy: DEC (LOCAL): Compensation and Benefits – Leaves and Absences**: Dr. Anthony Sorola, Associate Superintendent of District Operations presented this item for discussion. The recommended changes are considered in the interest of employees by removing the limit on the accrual of employee local leave and clarifying payment terms for accumulated leave upon separation of employment.



No action required.

**Report/Discussion Items**

**27216** **Discussion of 2025-2026 District Improvement Plan**: Dr. Robert Trejo, Chief Academic Officer presented this item for discussion. As part of the presentation, Trustees reviewed the process for creating the District Improvement Plan – from a needs assessment to the development of strategies to support performance objectives.

The Board Goals are:

- The percentage of students achieving or exceeding the Meets Standard on state assessments will increase from 35% to 48% by May 2029 across all tested content areas.
- The percentage of 3rd grade students reading at or above grade level will increase from 34% to 48% by May 2029.
- The percentage of high school graduates considered College, Career, or Military Ready will increase from 88% to 93% by May 2029.
- Classroom Excellence
- Culture of Excellence

The District will look at eighteen (18) Indicators of Success to measure progress, and the DIP committee created a total of 70 Performance Objectives for school board to review and, ultimately, approve.

No action required.

**27217** **Discussion of 2025-2026 ECISD Turnaround Plans (TAP)**: Dr. Robert Trejo, Chief Academic Officer presented Trustees with a report on Trustees received a report on the 2025–26 Turnaround Plans (TAP), which are required for campuses that have received two consecutive unacceptable accountability ratings. If a campus receives a third consecutive unacceptable rating, the TAP must be implemented. The Texas Education Agency (TEA) provides a standardized framework for these plans, which includes data-driven analysis, stakeholder input, and targeted strategies to improve academic performance. Based on the 2023 A–F Accountability Ratings, E.K. Downing Elementary and Bowie Middle School are currently required to have TAPs approved.

No action required.

**27218** **Presentation and Discussion of 2024-2025 End of Year MAP Results**: Dr. Robert Trejo, Chief Academic Officer presented this item for discussion. Trustees received an update on the 2024-2025 End of Year MAP (Measures of Academic Progress) results, including information on the Spring 2025 assessment. The MAP assessment is given three times a year to measure a student's growth from beginning to end of the school year, this update will show growth for students from Fall 2024 to the Spring 2025 for English Language Arts and Reading (ELAR), Math and Science. The MAP assessment measures student growth in comparison to projected growth standards. In Reading K-12, ECISD students met or exceeded projected growth in all grades 2-12. In Math, which is administered kindergarten through 8th grade, students met or exceeded growth projections in

kindergarten, 1st, 2nd, 3rd, 4th, and 5th grades. In Science 3-8, all grade levels exceed growth projections. The work now is to dig into these results to discover causes for individual grade levels missing the targets. ECISD monitors MAP data throughout the year because it strongly correlates to STAAR outcomes. MAP helps the District know if students are growing academically and how our students perform when compared to other students nationally.

No action required.

**27219** **Discussion of Proposed ECISD 2025-2026 Compensation Plan**: Dr. Matt Spivy, Chief Human Capital Officer presented this item for discussion. This discussion began with House Bill 2 (HB 2) pay increases for teachers. The bill designates that teachers with 3-4 years of experience receive a $2,500 increase (approximately 4%); teachers with 5 or more years of experience receive a $5,000 (averages a 7% increase).

Trustees then considered at 2% General Pay increase for all other ECISD full-time employees, for administrative pay grades at 2% based on the midpoint of their respective pay grades. Trustees also considered a proposed increase for bus driver pay to $26/hour and a Minimum Pay Rate increase to $15.50 across the district.

No action required.

**27220** **Budget Update Discussion**: Deborah Ottmers, Chief Financial Officer presented this item for discussion. The proposed budget includes a $4 million deficit in the General Fund, balanced School Nutrition Fund, and balanced Debt Service Fund. The school board is planning a special meeting on June 24, 2025 to officially adopt the 2025-26 school year budget. The Notice of Public Meeting to Discuss Budget and Proposed Tax Rate will be published Saturday, June 14, 2025 in the Odessa American.

No action required.

**27221** **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.

**27222** **Closing Remarks by Superintendent**: There were no closing remarks by the Superintendent.

**27223** **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at 7:25 p.m.

| | |
|---|---|
| _____ | _____ |
| **Board President** | **Board Secretary** |
| *Tammy Hawkins* | *Robert Thayer* |

**AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON JUNE 17, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

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

**School Officials:** Dr. Keeley Boyer, Mike Adkins, Mauricio Marquez, Dr. Anthony Sorola, Lauren Tavarez

**Others:** Tatiana Dennis, Martha Cirrincione, Salvador Gonzales, Betsabe Salcido, Diana Ramirez, Scott Rudes, Dr. Kristen Vesely, Aaron Hawley, Julie Marshall, Maggie Aguilar, Anthony Garcia, Claudia Lopez, Lisa Wills, Mollie Jones, Dillon Melendez, Jordan Garcia, Monica Mauldin, Albessa Chavez, Matthew Spivy, Samantha Natividad Ramos, Nory Leachon, Rith Campbell, Rita Lopez, and Mary Franco

**27224** **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27225** **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

**27226** **Pledge of Allegiance to United States and Texas Flags**: The United States and Texas flag pledges were led Camp SIP Students Leon Valenzuela, Regan Elementary 5th Grader and Elijah Cobos, Nimitz Middle School 7th Grader.

**27227** **Invocation**: The Invocation was led by ECISD Board Secretary & Pastor Robert Thayer, Odessa Bible Church.

**27228** **Special Presentations**:

**Presentation of Split Gavel Award to Chris Stanley**: Superintendent Dr. Keeley Boyer presented Chris Stanley with the Split Gavel Award for his service as the school board president over the past two years.

**Recognition of Nimitz MS Student Krish Patel Scripps National Spelling Bee Qualifier**: Krish Patel, an eighth-grade student at Nimitz Middle School, was recognized for qualifying for this year's Scripps National Spelling Bee — the 100th anniversary of the prestigious competition. He proudly represented ECISD and Odessa with confidence and heart!

**Recognition of Odessa High School Student Ajay Gundlapalli for Winning the 2024 Congressional App Challenge Purpose**: Ajay Gundlapalli, who just completed his freshman year at Odessa High School, was recently named the winner of the 2024 Congressional App Challenge for our district — a prestigious competition sponsored by U.S. Representative August Pfluger. Ajay developed *Querapy*, an app designed to provide free and accessible mental health resources — a vital tool amid the growing shortage of mental health professionals in regions like West Texas. His achievement is especially impressive, as the Congressional App Challenge is a nationwide initiative of the U.S. House of Representatives, with over 12,000 students participating across the country.

**Introduction of UIL State Qualifiers in Gymnastics**: Chief Communications Officer Mike Adkins introduced the UIL State Qualifiers in Gymnastics. This year, Permian High School had the honor of hosting the UIL Gymnastics State Championships, giving hometown fans the unique opportunity to watch several of our local athletes compete on the state stage. All the outstanding student Gymnastic State Qualifiers were recognized — although not all were able to attend.

Permian HS Boys Team

Salvador Gonzales, Senior, All American on Pommel Horse

Dillon Melendez, Senior, Pommel Horse

Jodan Garcia, Junior, Floor Exercise and High Bar

Permian HS Girls Individuals

Reagan Kelly, Senior, Balance Beam

Shayla Ramirez, Freshman, Floor Exercise

Odessa HS Girls Individuals

Giada Ramirez, Sophomore, All Around Competition (6 events)

Permian HS Boys Individuals

Logan Schiele, Junior, Floor Exercise

Jadyn Stout, Junior, Floor Exercise

**Introduction of UIL State Qualifiers in Track & Field**: Chief Communications Officer Mike Adkins introduced the UIL State Qualifiers in Track & Field. ECISD is proud to recognize the accomplishments of three outstanding student athletes who qualified for the UIL State Track & Field Championships last month.

JayBrion Jones, Senior at Odessa HS, 100M Hurdles

Alivia River-Norman, Senior at Permian HS, 100M Hurdles

**Announcement of Texas High School Coaches Association**: The Texas High School Coaches Association Academic All-State Teams recognize senior high school athletes, trainers and managers who excel in GPA, class rank and ACT/SAT score. The student-athletes being recognized tonight are based on their achievements in these categories. We applaud them for their commitment and dedication to perform with the highest of excellence academically and on the field or track. The following senior high school athletes were recognized:

THSCA Academic All-State Softball & Soccer – Odessa High School
Alexia Hernandez, 2nd Team

THSCA Academic All-State Track – Odessa High School
Carmen Cruz, Honorable Mention

THSCA Academic All-State Track – Permian High School
Aubrey Nevaeh Garza, 1st Team

THSCA Academic All-State, Track – Permian High School
Audrey Evangelise Matta, 2nd Team

**Announcement of Academic All-State Athletes for Spring Semester**: This item was included within the preceding presentation and should be correctly titled as "*Announcement of Texas High School Coaches Association Academic All-State Athletes for the Spring Semester*."

**Recognition of Hays STEAM Academy Student Conner Gibson Philanthropic Field Day**: What happens when a fifth grader's idea sparks a district-wide event that gives back to the entire community?

You get *Conner Gibson* and the *ECISD-Gibson Field Day Extravaganza*.

Conner wanted to make PE more fun for students across ECISD—and that simple idea blossomed into a district-wide celebration filled with games, community spirit, and joy. But Conner did not stop there. He gave the event a deeper purpose by turning it into a fundraiser for *West Texas Gifts of Hope*, supporting pediatric cancer patients and their families. With the support of ECISD staff, his family, and even members of local high school athletic teams, Conner's vision came to life in an incredible way. A student. A vision. A powerful impact. Way to go, Conner!

**27229** **Opening Remarks by Superintendent**: In opening remarks, Superintendent Dr. Keeley Boyer introduced a brief video highlighting the groundbreaking ceremony for the new Career & Technical Education (CTE) Center, which had taken place earlier that morning. The CTE Center is one of the major construction projects funded through Bond 2023.

**27230** **Public Comment**: Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

**Bond 2023**

**27231** **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 Center**
Groundbreaking ceremony was held on the morning of Tuesday, June 17.
Construction to begin immediately with a targeted opening date of early 2027.

**New Middle School – West Odessa**
Slab poured for the cafeteria.
Ongoing work includes:
- Utility installation
- Foundation work
- Steel erection
- Blockwork around the gym

**Transition Learning Center**
Bids received and evaluated.
Recommendation to be presented at special board meeting on June 24.
Construction scheduled to begin in July.

**Permian High School**
Auditorium:
- Design completed.
- Guaranteed Maximum Price (GMP) to be presented at the June 24 Special Board meeting.

JROTC Facility:
- Contract approved.
- Portables moved in preparation for construction.

**Ag Farm**
Design finalized.
Procurement ongoing through July
Construction is expected to start in August

**Technology Update**
PA/Bells/Alarms/Clocks cabling completed at most elementary campuses and nearly complete at Odessa High School.
Surveillance camera installation at 50% completion:
- All high schools, all middle schools, and four elementary schools completed.

**Fine Arts – Musical Instruments**
Over 1,200 new instruments have been ordered; 1,027 have been received.
$2.3 million spent (64% of instrument bond budget).

**Financial Overview**
11% of bond funds have been spent.
48% of funds encumbered (over $204 million), designated for specific projects.

No action required.

**Board Policy**

**27232** **Discussion of and Request for Approval of Revisions to Local Board Policy: DEC (LOCAL) – Compensation and Benefits: Leaves and Absences**: Moved by Woodall, seconded by Brown to Approve Revisions to Local Board Policy: DEC (LOCAL) – Compensation and Benefits: Leaves and Absences as presented.

Motion unanimously approved.

**Action Items**

**27233** **Discussion of and Request for Approval of the 2025-2026 District Improvement Plan**: Moved by Brown, seconded by Woodall to approve the 2025-2026 District Improvement Plan as presented. During last week's workshop Trustees reviewed the process for creating the DIP – from a needs assessment to the development of strategies to support performance objectives. The board's goals are:

The percentage of students achieving or exceeding the Meets Standard on state assessments will increase from 35% to 48% by May 2029 across all tested content areas.

The percentage of 3rd grade students reading at or above grade level will increase from 34% to 48% by May 2029.

The percentage of high school graduates considered College, Career, or Military Ready will increase from 88% to 93% by May 2029.

Classroom Excellence

Culture of Excellence

The District will look at eighteen (18) Indicators of Success to measure progress, and the DIP committee created a total of 70 Performance Objectives for the school board to approve.

Motion unanimously approved.

**27234** **Discussion of and Request for Approval of the 2025-2026 ECISD Turnaround Plans (TAP)**: Moved by Abalos, seconded by Miller to approve the 2025-2026 ECISD Turnaround Plans (TAP) as presented.

A TAP is required for campuses that receive two consecutive unacceptable ratings; the TAP must be implemented if the school receives a third consecutive unacceptable rating. The Texas Education Agency provides a standardized plan for data-driven analysis, stakeholder input and strategies for improving academic achievement. E.K. Downing Elementary and Bowie Middle School are schools currently required to have a TAP approved - based on 2023 A-F Accountability Ratings. The 2024 ratings have yet to be released due to an active lawsuit and the 2025 ratings are scheduled for release later this summer.

Motion unanimously approved.

**27235** **Discussion of and Request for Approval of the 2025-2026 Compensation Plan**: Moved by Woodall, seconded by Stanley to approve the 2025-2026 Compensation Plan as presented.

The first element to this year's compensation plan is House Bill 2 (HB 2) passed by the Texas Legislature. HB 2 mandates teachers with 3-4 years of experience receive a $2,500 pay increase (that is approximately a 4% increase) and teachers with 5 or more years of experience receive a $5,000 increase (an average of about 7% increase). Along with this, ECISD will increase starting teacher pay to $61,000.

The state did not provide additional mandates for raises for non-teaching staff. For those non-teaching staff positions, Trustees approved a 2% general pay increase based on the midpoint of the employee's respective pay grade.

Trustees also approved an increase to pay for bus drivers, raising the starting pay to $26/hour – a 22% increase to the current $21.25/hour. All current bus drivers will be assured of earning more than the starting $26/hour.

Trustees also approved an increase to the District's minimum starting pay to $15.50/hour.

ECISD continues to look for opportunities to provide "stackable compensation" for example the Teacher Incentive Allotment gives teachers the potential of earning up to $32,000 and Opportunity Culture gives teachers the potential of earning up to $17,000 over and above their annual salary. This past school year, 44 ECISD teachers earned more than $100,000. The District's new Principal Incentive Allotment gives principals the potential of earning up to $25,000 in additional pay.

Motion unanimously approved.

**27236** **Discussion of and Request for Approval of the 2025-2026 Student Code of Conduct and Revisions to the Student Handbook Fees**: Moved by Brown, seconded by Thayer to approve the 2025-2026 Student Code of Conduct and Revisions to the Student Handbook Fees as presented.

Motion unanimously approved.

**27237** **Discussion of and Request for Approval of IB MYP Authorization Application for Crockett Middle School**: Moved by Woodall, seconded by Stanley to approve the IB MYP Authorization Application for Crockett Middle School as presented.

Motion unanimously approved.

**27238** **Discussion of and Request for Approval of Amendment to the Professional Services Agreement for Parkhill Architects – Transportation Facility Renovations**: Moved by Stanley, seconded by Woodall to approve the Amendment to the Professional Services Agreement for Parkhill Architects – Transportation Facility Renovations as presented.

Motion unanimously approved.

**27239** **Discussion of and Request for Approval of Amendment to the Professional Services Agreement for Parkhill Architects – Austin Montessori Magnet Renovations**: Moved by Stanley, seconded by Thayer to approve the Amendment to the Professional Services Agreement for Parkhill Architects – Austin Montessori Magnet Renovations as presented.

Motion unanimously approved.

**27240** **Discussion of and Request for Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC (LOCAL) Through the end of August 2025**: Moved by Brown, seconded by Thayer to approve to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC (LOCAL) Through the end of August 2025 as presented.

Motion unanimously approved.

**27241** **Discuss and Consider Board Approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly**: Moved by Brown, seconded by Thayer to approve Chris Stanley as Delegate and Dawn Miller as Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly as presented.

Motion unanimously approved.

**27242** **Consent Agenda**: Moved by Brown, 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 Annual Renewal of Memorandum of Understanding with the University of Texas of the Permian Basin for Principal Fellow Master's Program 2025-2026
E. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College – Odessa Collegiate Academy

F. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College – OCTECHS
G. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College for Academic Dual Credit
H. Request for Approval of Memorandum of Understanding between Ector County ISD and the University of the Permian Basin for Academic Dual Credit
I. Request for Approval of Texas Education Agency (TEA) Alternate Approver for Superintendent

Motion unanimously approved.

**27243** **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.]**:

Board President Tammy Hawkins convened the Board of Trustees to closed session at 7:15 p.m.

Board President Tammy Hawkins reconvened the Board of Trustees to open session at 7:26 p.m.

**27244** **Request for Approval of Personnel Recommendation to Hire Principal for Blanton Elementary School**: Moved by Woodall, seconded by Stanley to approve the Personnel Recommendation to hire Samantha Natividad-Ramos as the Principal for Blanton Elementary School as presented.

Motion unanimously approved.

**27245** **Request for Approval of Personnel Recommendation to Hire Principal for Dowling Elementary School**: Moved by Abalos, seconded by Miller to approve the Personnel Recommendation to hire William Weekly as the Principal for Dowling Elementary School as presented.

Motion unanimously approved.

**27246** **Request for Approval of Personnel Recommendation to Hire Principal for Noel Elementary School**: Moved by Woodall, seconded by Thayer to approve the Personnel Recommendation to hire Marcela Macias as the Principal for Noel Elementary School as presented.

Motion unanimously approved.

**27247** **Request for Approval of Personnel Recommendation to Hire Executive Director of Accountability and School Improvement**: Moved by Miller, seconded by Thayer to approve the Personnel Recommendation to hire Cheryl Wilson as the Executive Director of Accountability and School Improvement as presented.

Motion unanimously approved.

**27248** **Information Items**: The Board of Trustees were provided with the following information items: Financials, Purchases Over $50,000 Informational Report, and Routine Personnel Report.

**27249** **Closing Remarks by Superintendent**: There were no closing remarks.

**27250** **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at 7:29 p.m.

| | |
|---|---|
| _____ | _____ |
| **Board President** | **Board Secretary** |
| *Tammy Hawkins* | *Robert Thayer* |

**AT A SPECIAL BOARD MEETING AND PUBLIC HEARING FOR ADOPTION OF 2025-2026 OFFICIAL BUDGET OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., JUNE 24, 2025, WITH THE FOLLOWING MEMBERS:**

| **Present**: | **Virtual**: |
|---|---|
| Delma Abalos | Robert Thayer |
| Dr. Steve Brown | |
| Tammy Hawkins | |
| Dawn Miller | |
| Christopher Stanley | |
| Wayne Woodall | |

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

**Others:** Tatiana Dennis, Aaron Hawley, Julie Marshall, Michelle Keast, Matthew Spivy, Jieun Pando, Sam Magallan, Armando Nunez, Jerry Mahana, Chris Bartlett, Scott Rudes, Albessa Chavez, Morgan Eaton, Jennifer Moran, Gabriella Cleveland, Ruth Campbell, Rita Lopez, Mary Franco

**27251** **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27252** **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

**27253** **Opening Remarks by Superintendent**: In her opening comments, Superintendent Dr. Keeley Boyer

**27254** **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)* The following citizen participated during this portion of the meeting.

In public comment, Dallas Kennedy touched on two topics. He expressed a desire to see a zero-balance budget but acknowledged that, given the current political climate, achieving that goal may not be possible. He also shared his appreciation for the school district and the community for recognizing the needs of special education students. In particular, he noted his gratitude for the inclusion of a significant project in the 2023 bond — the approval of a new Transition Learning Center for the students he teaches.

**Public Hearing**

**27255** **Public Hearing for Adoption of 2025-2026 Official Budget**: Trustees held a public hearing for the adoption of the 2025-26 budget. A school board in Texas is legally required to approve three separate budgets: General Fund revenue budget which is projected to be $369,560,000; Debt Service revenue budget projected at $48,949,768; and School Nutrition $21,817,628.

The General Fund budget is based on current appraisal district estimates for Ector County, current school finance laws, expected enrollment, and projected attendance rate. General Fund projected expenses are about $373 million, creating a General Fund deficit of $4 million. The largest expense by object is employee payroll (76%). The largest expenditure by function is Instruction (57%).

The General Fund budget was built around the school board's budget goals and Legislative requirements: retain high quality programs and employees, ensure strategic and differing pay increases for employees, minimize General Fund budget deficit, retain General Fund available fund balance at approximately 90 days, provide equity weighted strategic campus staffing and funding allocations, consider departmental resource needs for success. It included the Compensation Plan approved at last week's board meeting. The first element to this year's compensation plan is House Bill 2 (HB 2) passed by the Texas Legislature. HB 2 mandates teachers with 3-4 years of experience receive a $2,500 pay increase (that is approximately a 4% increase) and teachers with 5 or more years of experience receive a $5,000 increase (an average of about 7% increase). Along with this, ECISD will increase starting teacher pay to $61,000. For those non-teaching staff positions, Trustees approved a 2% general pay increase based on the midpoint of the employee's respective pay grade. Trustees also approved an increase to pay for bus drivers, raising the starting pay to $26/hour – a 22% increase from the current $21.25/hour. All current bus drivers will be assured of earning more than the starting $26/hour. Trustees also approved an increase to the District's minimum starting pay to $15.50/hour.

The anticipated tax rate for 2025-26 is broken down this way: $0.7567 for Maintenance & Operations + $0.2544 for Debt Service = $1.0111 total tax rate, a slight decline from this current year.

- The total tax rate is slightly less than the prior year
- The M&O tax rate is slightly less
- The I&S tax rate is the same
- The total tax rate is at or below the voter approval rate
- The total tax rate is at or under the maximum tax rate allowed without a tax rate election
- The M&O tax rate is at or below the voter approval/rollback/no new revenue tax rate
- The I&S tax rate is at or below the allowable to cover bond cost

The proposed tax rate is based on current law; however, an election is forthcoming in which Texas voters can vote on an increase to the Homestead Exemption. If successful, taxpayers will likely pay less in property taxes than presented in this proposal. Additional changes to the legislative formula for the school district's tax rate could also bring about additional updates. The Board of Trustees will officially adopt the tax rate in September.

Immediately following the presentation, Board President Tammy Hawkins declared the Public Hearing on the proposed 2025-2026 Budget ***open.***

There was no public comment.

Board President Tammy Hawkins declared the Public Hearing on the proposed 2025-2026 Budget ***closed***.

No action required.

**Action Items**

**27256** **Adoption of 2025-2026 Official Budget**: Moved by Brown, seconded by Woodall that the Board of Trustees approve the Adoption of the 2025-2026 Official Budget as presented in accordance with The Texas Education Code Section 44 and the Texas Tax Code Chapter 26. The Official Budget includes the General Fund, the School Nutrition Fund, and the Debt Service Fund.

Motion unanimously approved.

**27257** **Discussion of and Request for Approval of Resolution to Calculate the Property Tax Rates**: Moved by Brown, seconded by Stanley to approve the Resolution to Calculate the Property Tax Rates as presented.

Motion unanimously approved.

**27258** **Discussion of and Request for Approval of 2024-2025 Budget Amendment #8**: Moved by Woodall, seconded by Hawkins to approve the 2024-2025 Budget Amendment #8 as presented.

Motion unanimously approved.

**27259** **Discussion of and Request for Approval of Resolution Committing Fund Balance in Accordance with GASB 54**: Moved by Abalos, seconded by Miller to approve the Resolution Committing Fund Balance in Accordance to GASB 54 as presented. The Governmental Accounting Standards Board (GASB) requires a district to approve categories for fund balance commitment or assignment for the coming year.

Motion unanimously approved.

**27260** **Discussion of and Request for Approval of Purchases over $50,000**: Moved by Abalos, seconded by Miller to approve the Purchases over $50,000 as presented.

Motion unanimously approved.

**27261** **Discussion of and Request for Approval of Bond 2023 Purchases over $50,000**: Moved by Woodall, seconded by Abalos to approve the Bond 2023 Purchases over $50,000 as presented. This list includes $15 million to Bluefin, LLC for roofing consultant services for Priority 1 and Priority 2 roofing projects; $9.89 million to Teinert Construction for the Guaranteed Maximum Price (GMP) for the renovation of the Permian High School Auditorium; $7.46 million to Teinert Construction roof projects at Burleson, Fly, Travis, and Zavala which will be the first Bond 2023 roofing projects completed; $6.19 million to Henthorn Commercial Construction for construction of the new Transition Learning Center; $100,000 to 1 Priority Environmental Services/Advanced Environmental Services to asbestos abatement; and $50,000 to DomTech Electrical and Controls for electrical installations, repairs, and other projects.

Motion unanimously approved.

**27262** **Discussion of and Request for Approval to Enter into the Participation Agreement that will Extend the Interlocal Agreement with Purchasing Cooperatives (COOPS) and Ector County ISD**: Moved by Miller, seconded by Woodall to approve to enter into the Participation Agreement that will Extend the Interlocal Agreement with Purchasing Cooperatives (COOPS) and Ector County ISD as presented. This extension of the interlocal agreement is with Choice Partners Cooperative for School Nutrition.

Motion unanimously approved.

**27263** **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 Ireland Elementary School and Chief Financial 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 Tammy Hawkins convened the Board of Trustees to closed session at 7:03 p.m.

Board President Tammy Hawkins reconvened the Board of Trustees to open session at 7:08 p.m.

**27264** **Request for Approval of Personnel Recommendation to Hire Principal for Ireland Elementary School**: Moved by Miller, seconded by Stanley to approve the

personnel recommendation to hire Michelle Keast as the Principal for Ireland Elementary as presented.

Motion unanimously approved.

**27265** **Request for Approval of Personnel Recommendation to Hire Chief Financial Officer**: Moved by Stanley, seconded by Woodall to approve the personnel recommendation to hire Albessa Chavez as the Chief Financial Officer as presented.

Motion unanimously approved.

**27266** **Closing Remarks by the Superintendent**: There were no closing remarks.

**27267** **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at 7:09 p.m.

| | |
|---|---|
| _____ | _____ |
| **Board President** | **Board Secretary** |
| *Tammy Hawkins* | *Robert Thayer* |

# REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

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

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

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

For the period 6/12/2025 to 8/13/2025

| ANALYSIS RECAPITULATION | AMOUNT |
|---|---|
| Operating Fund: | $ 37,632,528.91 |

**ECTOR COUNTY ISD**
**CHECK REGISTER**
**06/12/2025-08/13/2025**

| DATE | PAYEE | AMOUNT |
|---|---|---|
| 6/18 | ALL ABOUT HEARING | $ 176.00 |
| 6/18 | AMERICAN SALES AND SERVICE INC | 123.75 |
| 6/18 | AMERIPRIDE SERVICES INC. | 525.59 |
| 6/18 | BSN SPORTS INC | 9,240.00 |
| 6/18 | BUCK'S WHEEL & EQUIPMENT COMPANY | 2,470.50 |
| 6/18 | NO TEARS LEARNING INC. | 8,601.73 |
| 6/18 | HENRY SCHEIN INC | 282.24 |
| 6/18 | THE HON COMPANY LLC C/O OFFICEWISE | 3,689.07 |
| 6/18 | J W PEPPER & SON INC | 170.99 |
| 6/18 | KAPLAN EARLY LEARNING CO. | 9,542.70 |
| 6/18 | LOU'S CLINICAL LAB INC | 1,397.00 |
| 6/18 | MARK'S PLUMBING PARTS | 1,364.94 |
| 6/18 | MIDLAND SAFETY & HEALTH SALES | 225.00 |
| 6/18 | MSC INDUSTRIAL SUPPLY CO. | 174.00 |
| 6/18 | O'REILLY AUTO ENTERPRISES LLC | 1,283.40 |
| 6/18 | POLLOCK INVESTMENTS INC | 5,613.65 |
| 6/18 | SCHOLASTIC INC | 49.00 |
| 6/18 | SHERWIN WILLIAMS | 182.19 |
| 6/18 | TEXAS ART EDUCATION ASSOCIATION (TAEA) | 120.00 |
| 6/18 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 355.00 |
| 6/18 | THE BOSWORTH LTD | 22,280.00 |
| 6/18 | ULINE INC. | 1,074.99 |
| 6/18 | WENGER CORPORATION | 1,653.26 |
| 6/18 | WEST MUSIC CO | 805.11 |
| 6/18 | BROADWAY MOTOR INC | 250.04 |
| 6/18 | GALLS LLC | 2,237.77 |
| 6/18 | HTL OPERATING LLC | 840.00 |
| 6/18 | NAPA AUTO PARTS | 369.31 |
| 6/18 | PINNACLE PROPANE LLC | 132.00 |
| 6/18 | SELERIX SYSTEMS INC | 2,616.00 |
| 6/18 | N J MALIN & ASSOCIATES LLC | 321.00 |
| 6/18 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 410.81 |
| 6/18 | DECKER INC | 3,268.71 |
| 6/18 | BEST CHOICE COFFEE SERVICES LLC | 203.15 |
| 6/18 | PARTS TOWN, LLC | 523.78 |
| 6/18 | SCHOOL SPECIALTY LLC | 229.15 |
| 6/25 | 4IMPRINT INC | 3,474.45 |
| 6/25 | ALERT SERVICES INC | 4,500.00 |
| 6/25 | AMERIPRIDE SERVICES INC. | 518.00 |
| 6/25 | CERTIFIED LABS | 2,161.33 |
| 6/25 | AUTOMATIC ICE MACHINE | 1,414.19 |
| 6/25 | FIRETROL PROTECTION SYSTEMS INC | 114,594.00 |
| 6/25 | NO TEARS LEARNING INC. | 572.00 |
| 6/25 | HENRY SCHEIN INC | 2,250.19 |
| 6/25 | HYDROTEX PARTNERS LTD | 19,928.86 |

| | | |
|---|---|---|
| 6/25 | J W PEPPER & SON INC | 300.00 |
| 6/25 | LAWSON PRODUCTS INC | 768.28 |
| 6/25 | MARK'S PLUMBING PARTS | 3,184.86 |
| 6/25 | AIM MEDIA TEXAS OPERATING LLC | 947.10 |
| 6/25 | ODESSA WINLECTRIC | 616.45 |
| 6/25 | O'REILLY AUTO ENTERPRISES LLC | 25.21 |
| 6/25 | POLLOCK INVESTMENTS INC | 11,638.78 |
| 6/25 | SCHOLASTIC BOOK CLUB | 6,167.00 |
| 6/25 | SECURED DOCUMENT SHREDDING INC | 1,656.12 |
| 6/25 | STEWART & STEVENSON LLC | 85.20 |
| 6/25 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 840.00 |
| 6/25 | TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC | 799.00 |
| 6/25 | THE BOSWORTH LTD | 41,908.13 |
| 6/25 | TRANE U.S. INC. | 1,254.48 |
| 6/25 | WEST MUSIC CO | 41.94 |
| 6/25 | BROADWAY MOTOR INC | 3,531.68 |
| 6/25 | GALLS LLC | 415.81 |
| 6/25 | HTL OPERATING LLC | 108.99 |
| 6/25 | NAPA AUTO PARTS | 820.00 |
| 6/25 | N J MALIN & ASSOCIATES LLC | 159.50 |
| 6/25 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 480.34 |
| 6/25 | HOPE KING TEACHING RESOURCES INC | 2,556.00 |
| 6/25 | SOUTHERN TIRE MART LLC | 809.00 |
| 6/25 | BEST CHOICE COFFEE SERVICES LLC | 235.03 |
| 6/25 | PARTS TOWN, LLC | 508.78 |
| 6/25 | CENTURY RESOURCES LLC | 52.50 |
| 7/9 | AMERIPRIDE SERVICES INC. | 521.28 |
| 7/9 | BSN SPORTS INC | 6,210.00 |
| 7/9 | COMPUDATA SOLUTIONS LLC | 195.00 |
| 7/9 | FIRETROL PROTECTION SYSTEMS INC | 9,540.00 |
| 7/9 | LAKESHORE LEARNING MATERIALS | 32,694.72 |
| 7/9 | LOU'S CLINICAL LAB INC | 140.00 |
| 7/9 | MEDLEY MATERIAL HANDLING CO | 1,663.76 |
| 7/9 | MIDLAND SAFETY & HEALTH SALES | 2,763.00 |
| 7/9 | O'REILLY AUTO ENTERPRISES LLC | 336.79 |
| 7/9 | SCHOLASTIC INC | 10,410.36 |
| 7/9 | SECURED DOCUMENT SHREDDING INC | 34.34 |
| 7/9 | SHERWIN WILLIAMS | 1,159.20 |
| 7/9 | STEWART & STEVENSON LLC | 1,242.83 |
| 7/9 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 420.00 |
| 7/9 | TEXAS CHRISTIAN UNIVERSITY | 700.00 |
| 7/9 | WEST MUSIC CO | 1,257.10 |
| 7/9 | BROADWAY MOTOR INC | 500.08 |
| 7/9 | INSECT LORE PRODUCTS | 48.95 |
| 7/9 | NAPA AUTO PARTS | 345.65 |
| 7/9 | BARNES & NOBLE INC. | 559.96 |
| 7/9 | MULTICARE PLUS | 5,625.00 |
| 7/9 | TRANSMISSION SERVICE & SUPPLY INC | 6,671.66 |
| 7/9 | SEIDLITZ EDUCATION LLC | 413.43 |
| 7/9 | BIG GAME SPORTS INC | 2,751.76 |

| | | |
|---|---|---|
| 7/9 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 493.34 |
| 7/9 | DECKER INC | 3,286.07 |
| 7/9 | BEST CHOICE RESTAURANTS LLC | 484.03 |
| 7/9 | SCHOOL SPECIALTY LLC | 12,492.20 |
| 7/16 | ABSOLUTE FIRE PROTECTION INC | 2,223.10 |
| 7/16 | LG AUDIOLOGICAL ENTERPRISES LLC | 550.00 |
| 7/16 | AUTOMATIC ICE MACHINE | 175.00 |
| 7/16 | FRANKLIN-COVEY CLIENT SALES, INC. | 12,172.00 |
| 7/16 | LAKESHORE LEARNING MATERIALS | 64,429.36 |
| 7/16 | LOU'S CLINICAL LAB INC | 2,858.00 |
| 7/16 | MIDLAND SAFETY & HEALTH SALES | 7,292.50 |
| 7/16 | NIMCO INC | 32.08 |
| 7/16 | AIM MEDIA TEXAS OPERATING LLC | 3,132.10 |
| 7/16 | ODESSA WINLECTRIC | 52.50 |
| 7/16 | REALLY GOOD STUFF LLC | 3,699.98 |
| 7/16 | SCHOOL OUTFITTERS LLC | 7,856.52 |
| 7/16 | SECURED DOCUMENT SHREDDING INC | 1,420.31 |
| 7/16 | WEST MUSIC CO | 812.48 |
| 7/16 | GALLS LLC | 982.70 |
| 7/16 | SEIDLITZ EDUCATION LLC | 2,273.55 |
| 7/16 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 241.27 |
| 7/16 | HOPE KING TEACHING RESOURCES INC | 1,917.00 |
| 7/16 | DECKER INC | 1,579.20 |
| 7/16 | SCHOOL SPECIALTY LLC | 2,565.17 |
| 7/16 | CENTURY RESOURCES LLC | 3,498.71 |
| 7/16 | AMERIPRIDE SERVICES INC. | 1,038.76 |
| 7/16 | MIDLAND SAFETY & HEALTH SALES | 853.00 |
| 7/16 | MSC INDUSTRIAL SUPPLY CO. | 32.49 |
| 7/16 | O'REILLY AUTO ENTERPRISES LLC | 3,227.93 |
| 7/16 | SHERWIN WILLIAMS | 201.65 |
| 7/16 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 290.00 |
| 7/16 | TRANE U.S. INC. | 4,979.84 |
| 7/16 | BROADWAY MOTORS INC | 1,091.04 |
| 7/16 | NAPA AUTO PARTS | 478.80 |
| 7/16 | NAPA AUTO PARTS | 64.94 |
| 7/16 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 465.07 |
| 7/16 | WEST TEXAS FILTERS INC | 2,577.00 |
| 7/16 | OMNIGO SOFTWARE LLC | 44,919.24 |
| 7/23 | DEMCO INC | 815.66 |
| 7/23 | DUGAN'S BODY SHOP | 1,848.05 |
| 7/23 | LAKESHORE LEARNING MATERIALS | 59,060.26 |
| 7/23 | NATIONAL ASSOCIATION OF SECONDARY | 385.00 |
| 7/23 | SCHOLASTIC BOOK FAIRS | 2,491.42 |
| 7/23 | SCHOLASTIC INC | 934.00 |
| 7/23 | SCHOLASTIC INC.EDUCATION, LIBRARY, PUBLISHING AND | 1,196.25 |
| 7/23 | SECURED DOCUMENT SHREDDING INC | 413.09 |
| 7/23 | VWR INTERNATIONAL LLC | 717.63 |
| 7/23 | GALLS LLC | 190.48 |
| 7/23 | NAPA AUTO PARTS | 3,895.63 |
| 7/23 | STONE TOWER GRAFIX | 1,030.46 |

| | | |
|---|---|---|
| 7/23 | CONTROL SOLUTIONS | 771.95 |
| 7/23 | THE LINCOLN ELECTRIC COMPANY | 7,028.01 |
| 7/23 | WEST TEXAS FILTERS INC | 10,571.59 |
| 7/23 | PARTS TOWN, LLC | 974.63 |
| 7/23 | 4IMPRINT INC | 1,733.98 |
| 7/23 | AMERIPRIDE SERVICES INC. | 521.28 |
| 7/23 | ANCHOR BOLT & SUPPLY | 11.16 |
| 7/23 | BUCK'S WHEEL & EQUIPMENT COMPANY | 398.99 |
| 7/23 | CENTERS FOR CHILDREN & FAMILIES | 2,250.00 |
| 7/23 | DEMCO INC | 136.70 |
| 7/23 | DIAMOND BUSINESS SERVICES INC | 564.00 |
| 7/23 | MSC INDUSTRIAL SUPPLY CO. | 1,043.12 |
| 7/23 | AIM MEDIA TEXAS OPERATING LLC | 234.00 |
| 7/23 | O REILLY AUTOMOTIVE STORES INC | 988.98 |
| 7/23 | SCHOOL DATEBOOKS INC | 1,549.07 |
| 7/23 | SHERWIN WILLIAMS | 1,224.10 |
| 7/23 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 145.00 |
| 7/23 | THE BOSWORTH LTD | 1,490.00 |
| 7/23 | TRANE U.S. INC. | 2,339.48 |
| 7/23 | UNITED STATES ACADEMIC | 360.00 |
| 7/23 | BROADWAY MOTOR INC | 889.90 |
| 7/23 | BROADWAY MOTORS INC | 127.11 |
| 7/23 | NAPA AUTO PARTS | 644.86 |
| 7/23 | ASSESSMENT TECHNOLOGIES INSTITUTE, LLC | 19,320.00 |
| 7/23 | SANTIAGO SALOMON | 2,205.38 |
| 7/23 | ALL PLAYERS NETWORK INC | 2,000.00 |
| 7/23 | CHESS.COM LLC | 8,750.00 |
| 7/23 | BEST CHOICE COFFEE SERVICES LLC | 242.59 |
| 7/30 | AVID CENTER | 3,150.00 |
| 7/30 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 76.00 |
| 7/30 | KAPLAN EARLY LEARNING CO. | 3,053.65 |
| 7/30 | LAKESHORE LEARNING MATERIALS | 301,595.70 |
| 7/30 | SCHOOL OUTFITTERS LLC | 8,156.94 |
| 7/30 | THE BOSWORTH LTD | 198,275.00 |
| 7/30 | GALLS LLC | 703.19 |
| 7/30 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 173.01 |
| 7/30 | CONTROL SOLUTIONS | 158.00 |
| 7/30 | 4IMPRINT INC | 4,206.56 |
| 7/30 | AMERICAN SALES AND SERVICE INC | 1,560.00 |
| 7/30 | AMERIPRIDE SERVICES INC. | 518.00 |
| 7/30 | B-LINE FILTER & SUPPLY INC | 1,395.00 |
| 7/30 | BUCK'S WHEEL & EQUIPMENT COMPANY | 2,047.71 |
| 7/30 | DEMIDEC RESOURCES | 1,230.00 |
| 7/30 | DIAMOND BUSINESS SERVICES INC | 2,756.00 |
| 7/30 | NO TEARS LEARNING INC. | 3,193.95 |
| 7/30 | HENRY SCHEIN INC | 1,313.31 |
| 7/30 | IXL LEARNING | 3,600.00 |
| 7/30 | LAKESHORE LEARNING MATERIALS | 85.47 |
| 7/30 | MANSON WESTERN LLC | 5,631.00 |
| 7/30 | MARK'S PLUMBING PARTS | 3,031.34 |

| | | |
|---|---|---|
| 7/30 | MIDLAND SAFETY & HEALTH SALES | 4,557.00 |
| 7/30 | O REILLY AUTOMOTIVE STORES INC | 1,302.26 |
| 7/30 | DRI-STICK DECAL CORPORATION | 1,122.69 |
| 7/30 | SCHOOL DATEBOOKS INC | 4,386.10 |
| 7/30 | SHERWIN WILLIAMS | 728.64 |
| 7/30 | TRANE U.S. INC. | 3,567.10 |
| 7/30 | WEST MUSIC CO | 71.34 |
| 7/30 | GALLS LLC | 95.24 |
| 7/30 | FOLLETT SCHOOL SOLUTIONS INC | 38,814.00 |
| 7/30 | NAPA AUTO PARTS | 1,164.12 |
| 7/30 | SANTIAGO SALOMON | 4,732.80 |
| 7/30 | STONE TOWER GRAFIX | 4,247.83 |
| 7/30 | STONE TOWER GRAFIX | 1,315.62 |
| 7/30 | TEXAS COUNCIL OF ADMINISTRATORS OF | 590.00 |
| 7/30 | TOBII DYNAVOX LLC | 5,094.40 |
| 7/30 | WEST TEXAS FILTERS INC | 9,359.82 |
| 7/30 | BEST CHOICE COFFEE SERVICES LLC | 361.51 |
| 7/30 | LEXIA LEARNING SYSTEMS LLC | 67,650.00 |
| 8/6 | ASCD | 119.00 |
| 8/6 | AVID CENTER | 6,225.00 |
| 8/6 | CDW-G | 17,139.72 |
| 8/6 | SECURED DOCUMENT SHREDDING INC | 34.32 |
| 8/6 | GALLS LLC | 168.54 |
| 8/6 | BEST CHOICE COFFEE SERVICES LLC | 318.87 |
| 8/6 | ABSOLUTE FIRE PROTECTION INC | 493.70 |
| 8/6 | AMERIPRIDE SERVICES INC. | 518.00 |
| 8/6 | AVID CENTER | 139,537.00 |
| 8/6 | B-LINE FILTER & SUPPLY INC | 322.14 |
| 8/6 | BUCK'S WHEEL & EQUIPMENT COMPANY | 3,266.16 |
| 8/6 | CDW-G | 494.43 |
| 8/6 | CDW-G | 234,319.40 |
| 8/6 | CENTERS FOR CHILDREN & FAMILIES | 2,250.00 |
| 8/6 | DIAMOND BUSINESS SERVICES INC | 2,161.12 |
| 8/6 | THE GOODHEART-WILLCOX COMPANY INC | 2,000.00 |
| 8/6 | LAKESHORE LEARNING MATERIALS | 20,385.29 |
| 8/6 | MIDLAND SAFETY & HEALTH SALES | 12,520.00 |
| 8/6 | O'REILLY AUTO ENTERPRISES LLC | 678.35 |
| 8/6 | SCHOOL OUTFITTERS LLC | 909.99 |
| 8/6 | SHERWIN WILLIAMS | 144.97 |
| 8/6 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 290.00 |
| 8/6 | THE BOSWORTH LTD | 2,741.80 |
| 8/6 | TRANE U.S. INC. | 3,756.28 |
| 8/6 | BROADWAY MOTOR INC | 376.88 |
| 8/6 | NAPA AUTO PARTS | 369.54 |
| 8/6 | MULTICARE PLUS | 1,200.00 |
| 8/6 | STONE TOWER GRAFIX | 3,477.76 |
| 8/6 | TEXAS COUNCIL OF ADMINISTRATORS OF | 125.00 |
| 8/6 | SEESAW LEARNING | 76,080.24 |
| 8/6 | SCHOOL SPECIALTY LLC | 2,338.92 |
| 8/13 | AVID CENTER | 150.00 |

| | | |
|---|---|---|
| 8/13 | CDW-G | 140,400.00 |
| 8/13 | CDW-G | 994.50 |
| 8/13 | HOWELL & WINDHAM ADVERTISING | 450.00 |
| 8/13 | LAKESHORE LEARNING MATERIALS | 2,917.00 |
| 8/13 | UNITED STATES ACADEMIC | 1,415.00 |
| 8/13 | ABSOLUTE FIRE PROTECTION INC | 10,477.65 |
| 8/13 | AMERIPRIDE SERVICES INC. | 520.76 |
| 8/13 | AVID CENTER | 2,550.00 |
| 8/13 | BUCK'S WHEEL & EQUIPMENT COMPANY | 88.79 |
| 8/13 | COMPUDATA SOLUTIONS LLC | 525.00 |
| 8/13 | CONSORTIUM FOR SCHOOL NETWORKING (COSN) | 3,999.00 |
| 8/13 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 905.04 |
| 8/13 | ACCUTRAIN CORPORATION | 702.00 |
| 8/13 | DIAMOND BUSINESS SERVICES INC | 844.00 |
| 8/13 | J W PEPPER & SON INC | 955.52 |
| 8/13 | LAKESHORE LEARNING MATERIALS | 3,324.00 |
| 8/13 | MARK'S PLUMBING PARTS | 3,982.92 |
| 8/13 | AIM MEDIA TEXAS OPERATING LLC | 1,092.93 |
| 8/13 | O'REILLY AUTO ENTERPRISES LLC | 3,288.98 |
| 8/13 | ROCHESTER 100 INC. | 1,428.90 |
| 8/13 | SCHOOL DATEBOOKS INC | 7,096.32 |
| 8/13 | MORRIS PRINTING GROUP INC | 2,223.00 |
| 8/13 | SECURED DOCUMENT SHREDDING INC | 38.13 |
| 8/13 | SHERWIN WILLIAMS | 993.70 |
| 8/13 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 580.00 |
| 8/13 | TEXAS ASSOCIATION OF SCHOOL | 875.00 |
| 8/13 | PARK PLACE PUBLICATION LP | 578.00 |
| 8/13 | THE BOSWORTH LTD | 1,468.42 |
| 8/13 | TRANE U.S. INC. | 2,827.72 |
| 8/13 | WEST MUSIC CO | 151.00 |
| 8/13 | NAPA AUTO PARTS | 71.76 |
| 8/13 | NAPA AUTO PARTS | 107.70 |
| 8/13 | SEIDLITZ EDUCATION LLC | 4,000.00 |
| 8/13 | STONE TOWER GRAFIX | 1,370.24 |
| 8/13 | STONE TOWER GRAFIX | 7,414.05 |
| 8/13 | SELERIX SYSTEMS INC | 7,308.00 |
| 8/13 | BREAKOUT INC. | 1,356.00 |
| 8/13 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 441.05 |
| 8/13 | BEST CHOICE RESTAURANTS LLC | 145.68 |
| 8/13 | SCHOOL SPECIALTY LLC | 1,003.48 |
| 8/13 | B E PUBLISHING | 4,895.00 |
| 6/18 | ABRIL URIAS | 914.62 |
| 6/18 | ACCELERATION ACADEMIES | 78,122.00 |
| 6/18 | AGNEW ASSOCIATES, INC | 26,026.20 |
| 6/18 | AGNEW ASSOCIATES, INC | 38,243.70 |
| 6/18 | ALAN WILLIAMS | 25,120.77 |
| 6/18 | ALEXANDRA SANCHEZ | 625.04 |
| 6/18 | ALEXIS MENDOZA | 1,009.52 |
| 6/18 | ALLBRIGHT & ASSOCIATES, INC | 1,201.88 |
| 6/18 | ALLEN TEINERT CONSTRUCTION | 3,736,301.35 |

| | | |
|---|---|---|
| 6/18 | ALLIANCE ABROAD GROUP INC | 50,000.00 |
| 6/18 | AMANDA TIJERINA | 800.00 |
| 6/18 | AMARIS FLORES | 625.04 |
| 6/18 | AMAZON CAPITAL SERVICES | 161,073.49 |
| 6/18 | AMAZON CAPITAL SERVICES | 6,212.31 |
| 6/18 | AMY QUINN | 625.04 |
| 6/18 | ANITA MCKAY | 914.62 |
| 6/18 | ANNALISA ZAPATA | 975.54 |
| 6/18 | ANTONIO FLORES | 625.04 |
| 6/18 | APRIL VALENZUELA | 975.54 |
| 6/18 | AQUILA ENVIRONMENTAL LLC | 253,389.64 |
| 6/18 | ASM GLOBAL | 8,390.00 |
| 6/18 | ATHLETIC SUPPLY INC | 39,817.00 |
| 6/18 | ATMOS ENERGY | 18,812.54 |
| 6/18 | BEVCAP MANAGEMENT LLC | 98,292.76 |
| 6/18 | BLAIR LAWSON | 1,294.00 |
| 6/18 | DICK BLICK COMPANY | 12.50 |
| 6/18 | BLUE STAR BUS SALES LTD | 2,499.18 |
| 6/18 | BRIAN PEREZ | 3,000.00 |
| 6/18 | BRIDGETTE CASAS | 113.05 |
| 6/18 | CALPINE CORPORATION | 120,746.80 |
| 6/18 | CDW-G | 52,251.59 |
| 6/18 | CHAMORRI SPRAGLIN | 1,282.80 |
| 6/18 | CHANTAL HERNANDEZ | 7.70 |
| 6/18 | NBCEC INC | 167.50 |
| 6/18 | CHRISTINA LOPEZ | 406.00 |
| 6/18 | CITY OF ODESSA WATER DEPT | 242,450.92 |
| 6/18 | CLAUDIA LOPEZ | 1,543.73 |
| 6/18 | COCA-COLA SOUTHWEST BEVERAGES LLC | 213.51 |
| 6/18 | COLLEGE BOARD INSTITUTIONS | 240,934.00 |
| 6/18 | COMMAND COMMISSIONING LLC | 13,125.00 |
| 6/18 | CONNECTED LLC | 5,600.00 |
| 6/18 | CONSCIOUS DISCIPLINE HOLDINGS LLC | 150,000.00 |
| 6/18 | CORRAL ENVIRONMENTAL CONSULTING LLC | 5,880.00 |
| 6/18 | CRISTI SIMMONS | 1,009.52 |
| 6/18 | CRISTINA GONZALEZ | 280.00 |
| 6/18 | CRYSTAL MARQUEZ | 1,009.52 |
| 6/18 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 52.00 |
| 6/18 | CUSTOM WHOLESALE SUPPLY INC | 482.04 |
| 6/18 | CYNTHIA SUE BISHOP | 6,250.00 |
| 6/18 | D.T. HOUSE MOVERS LLC | 71,876.00 |
| 6/18 | DAKARI WHITE | 700.00 |
| 6/18 | DAMARIS GUTIERREZ | 1,000.00 |
| 6/18 | DOLLUCY GRAINGER | 1,169.94 |
| 6/18 | ECISD CULINARY ARTS | 480.00 |
| 6/18 | ECTOR COUNTY APPRAISAL DIST | 624,552.00 |
| 6/18 | ELIZABETH GRAY | 39.06 |
| 6/18 | ELIZABETH MCNABB | 725.04 |
| 6/18 | ENEDINA LOZANO | 975.54 |
| 6/18 | ESPERANZA RODRIGUEZ | 1,009.52 |

| | | |
|---|---|---|
| 6/18 | FERL GILES | 1,088.00 |
| 6/18 | FIELD DOTS LLC | 8,284.00 |
| 6/18 | FOLLETT CONTENT SOLUTIONS LLC | 910.23 |
| 6/18 | FRANCESCA FLORANCE | 37.24 |
| 6/18 | G H DAIRY | 2,300.85 |
| 6/18 | GABRIELA CHAVEZ | 725.04 |
| 6/18 | GABRIELA LUNA | 975.54 |
| 6/18 | GERARDO JIMENEZ | 795.04 |
| 6/18 | GLENDA MESA | 851.58 |
| 6/18 | GRAINGER | 15,121.22 |
| 6/18 | GRETCHEN BERNABEI | 10,000.00 |
| 6/18 | HAPPY GRINGO LLC | 2,280.19 |
| 6/18 | HEDY SANCHEZ | 975.54 |
| 6/18 | HELIOS AVILA | 230.00 |
| 6/18 | IMPERIAL BAG & PAPER COMPANY LLC | 6,877.47 |
| 6/18 | INGRID M TATIS MARTINEZ | 1,009.52 |
| 6/18 | IRMA LOPEZ | 959.42 |
| 6/18 | ISABELLA SOTO | 725.04 |
| 6/18 | JEFF DANIELS | 333.00 |
| 6/18 | JENNIFER RICH | 851.58 |
| 6/18 | JUAN IBARRA | 280.00 |
| 6/18 | JULIE DRAINER | 1,589.60 |
| 6/18 | KAIGE KUBOTA LLC | 11,880.00 |
| 6/18 | KARINA MARIWANY | 625.04 |
| 6/18 | KIMBERLY BORJON | 718.24 |
| 6/18 | LA MARGARITA | 251.00 |
| 6/18 | LABATT FOOD SERVICE | 6,328.08 |
| 6/18 | LELIA RAMIREZ | 1,009.52 |
| 6/18 | LETICIA FLORES | 360.00 |
| 6/18 | LINDA M ESTRADA | 951.58 |
| 6/18 | LITHIA CO. INC. | 190.73 |
| 6/18 | LONE STAR CHALLENGE COINS LLC | 494.00 |
| 6/18 | LORENA CARRASCO | 975.54 |
| 6/18 | LUISANA MAURICIO | 24.57 |
| 6/18 | MARCOS AGUILAR | 280.00 |
| 6/18 | MARK HARRIS HJ INC | 900.00 |
| 6/18 | MARY RAMOS | 280.00 |
| 6/18 | MEGAN LIEFF | 1,594.00 |
| 6/18 | MELISSA O. AVILA | 909.52 |
| 6/18 | MICHELLE KEAST | 280.00 |
| 6/18 | MIGHTY WASH OPERATIONS LLC | 1,450.00 |
| 6/18 | MONICA OLIVAS | 722.80 |
| 6/18 | MONK HOLDINGS LLC | 20.00 |
| 6/18 | N-TUNE MUSIC & SOUND INC | 89,369.90 |
| 6/18 | NATHALY MORENO | 230.00 |
| 6/18 | NATHANIEL JORDAN | 238.37 |
| 6/18 | NIMBUS DRINKING WATER SYSTEMS LTD | 21.00 |
| 6/18 | THE NONPROFIT MANAGEMENT CENTER OF THE | 300.00 |
| 6/18 | NORA ARZATE | 280.00 |
| 6/18 | NORA GONZALEZ | 725.04 |

| | | |
|---|---|---|
| 6/18 | NUNEZ FENCE | 3,900.00 |
| 6/18 | ODESSA COLLEGE | 58,251.00 |
| 6/18 | ODESSA FENCE INC | 1,094.00 |
| 6/18 | ODESSA SIGN SOLUTION LLC | 362.50 |
| 6/18 | SEWCO INC | 2,388.44 |
| 6/18 | ISABEL CASTILLA | 300.00 |
| 6/18 | PENSKE COMMERCIAL VEHICLES US LLC | 89.46 |
| 6/18 | SHANNON D GAYLOR | 360.00 |
| 6/18 | PERMIAN MOVERS, INC. | 275.50 |
| 6/18 | PETROPLEX OFFICE SUPPLY, INC. | 17,613.86 |
| 6/18 | PHYLLIS MORALEZ | 951.58 |
| 6/18 | PRICILLA VILLEGAS | 625.04 |
| 6/18 | PROSOURCE SPECIALTIES LLC | 959.65 |
| 6/18 | R3 2022 HOSPITALITY CORP | 1,064.88 |
| 6/18 | RAQUEL IKER | 845.84 |
| 6/18 | ROBERT CONTRERAS | 19,950.50 |
| 6/18 | ROBERTS TRUCK CENTER OF TEXAS | 556.58 |
| 6/18 | ROSAS CAFE & TORTILLA FACTORY LTD | 1,438.73 |
| 6/18 | ROSAS CAFE / BOBBY COX Co. | 405.41 |
| 6/18 | ANDRES ALFONSO RUZO | 11,194.76 |
| 6/18 | S.A. PIAZZA & ASSOC. INC | 5,865.60 |
| 6/18 | SAFEBUILT TEXAS LLC | 8,486.21 |
| 6/18 | SARAH ACOSTA | 975.54 |
| 6/18 | SARAH BURTON | 625.04 |
| 6/18 | SENOVIO ORTIZ | 36.00 |
| 6/18 | THE SEWELL FAMILY OF COMPANIES INC | 120.18 |
| 6/18 | SIRIUS EDUCATION SOLUTIONS LLC | 3,375.00 |
| 6/18 | STANDARD STRUCTURES INC | 1,044.75 |
| 6/18 | SUSAN TREVINO | 54.11 |
| 6/18 | SWEET PIZZA LLC | 310.98 |
| 6/18 | SYDNEY GARCIA | 709.15 |
| 6/18 | SYSCO USA, INC | 23,454.90 |
| 6/18 | FRANK E GOMEZ | 3,600.00 |
| 6/18 | TANIA CASTRO NUNEZ | 851.58 |
| 6/18 | TASB, INC | 1,451.00 |
| 6/18 | TEXAS DEPARTMENT OF PUBLIC SAFETY | 90.00 |
| 6/18 | TEXAS STATE UNIVERSITY | 300.00 |
| 6/18 | THELMA CHAPA | 476.00 |
| 6/18 | TRAVIS COOPER | 62.37 |
| 6/18 | TRINITY UNIVERSITY | 750.00 |
| 6/18 | TYKEEM QUAMAINE RAINEY | 3,000.00 |
| 6/18 | UIL MUSIC REGION 6 | 250.00 |
| 6/18 | ULADIMIR LOPEZ | 33.53 |
| 6/18 | UMB BANK N.A. | 300.00 |
| 6/18 | UMB BANK N.A. | 300.00 |
| 6/18 | UNITED REFRIGERATION | 158.53 |
| 6/18 | VALERIA CONTRERAS | 1,631.21 |
| 6/18 | VICTOR GALVAN GUZMAN | 725.04 |
| 6/18 | WALSWORTH PUBLISHING CO | 5,180.73 |
| 6/18 | RANCH SUPPLY OF ODESSA | 33.25 |

| | | |
|---|---|---|
| 6/18 | WAWONA FROZEN FOOD I | 22,116.48 |
| 6/18 | YANA SCOTT | 280.00 |
| 6/18 | ZACKARY TRAVIS | 5,500.00 |
| 6/23 | WEST TEXAS EDUCATORS | 200,458.80 |
| 6/25 | ANGEL ORTIZ | 4,800.00 |
| 6/25 | ALENDA BATTREALL | 90.22 |
| 6/25 | AMANDA CASTELLANOS | 33.00 |
| 6/25 | AMAZON CAPITAL SERVICES | 20,382.90 |
| 6/25 | AMERICAN FAMILY LIFE & CANCER | 6.00 |
| 6/25 | ASHLEY HENDERSON | 90.22 |
| 6/25 | ASSOCIATION OF TEXAS | 2,505.74 |
| 6/25 | AT&T | 10,045.51 |
| 6/25 | AT&T LONG DISTANCE | 29.64 |
| 6/25 | AT&T MOBILITY | 62.42 |
| 6/25 | ATHLETIC SUPPLY INC | 34,836.00 |
| 6/25 | ATKINS HOLLMAN JONES PEACOCK | 14,800.75 |
| 6/25 | AUDIO ACOUSTICS HEARING CENTERS | 170.00 |
| 6/25 | BECKY RAMIREZ | 88.41 |
| 6/25 | BENCHMARK EDUCATION COMPANY | 11,368.75 |
| 6/25 | BILLIE GAMBOA | 98.77 |
| 6/25 | BLUE STAR BUS SALES LTD | 559,799.32 |
| 6/25 | BLUEFIN LLC | 541,932.29 |
| 6/25 | BRAZOS DOOR & HARDWARE | 24,000.00 |
| 6/25 | CAITLIN COUCH | 93.73 |
| 6/25 | CALPINE CORPORATION | 113.28 |
| 6/25 | CDW-G | 2,910.00 |
| 6/25 | CHEFS DEPOT INC | 1,123.07 |
| 6/25 | NBCEC INC | 442.78 |
| 6/25 | CICI'S PIZZA | 692.01 |
| 6/25 | COMBS CONSULTING GROUP | 1,050.00 |
| 6/25 | CONTRACT  PAPER GROUP INC | 25,258.80 |
| 6/25 | CONTROL TECHNOLOGIES INC | 27,402.35 |
| 6/25 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 148.00 |
| 6/25 | DANA SAFETY SUPPLY | 640.90 |
| 6/25 | DEBRA BYNUM | 128.17 |
| 6/25 | DLR GROUP INC OF TEXAS , A TEXAS CORPORATION | 7,800.00 |
| 6/25 | DOMTECH ELECTRICAL AND CONTROLS LLC | 7,680.15 |
| 6/25 | DORI LAINE BUTTS | 625.00 |
| 6/25 | DR. ET & COMPANY LLC | 6,000.00 |
| 6/25 | DSB WORLDWIDE INC | 810.00 |
| 6/25 | ECISD EDUCATION FOUNDATION | 729.70 |
| 6/25 | ECISD EDUCATION FOUNDATION | 9,819.37 |
| 6/25 | ECISD EDUCATION FOUNDATION | 9,643.20 |
| 6/25 | ELLEN SMITH | 37.87 |
| 6/25 | FAMILY SUPPORT REGISTRY | 1,186.00 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 30,879.55 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 13,665.00 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 80,293.33 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 2,725.00 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 50.00 |

| | | |
|---|---|---|
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 100.00 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 14,823.50 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 1,048.67 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 7,875.30 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 5,505.92 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 6,047.95 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 5,594.13 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 5,142.13 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 63,885.00 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 25,791.71 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 122,875.89 |
| 6/25 | FIRST FINANCIAL ADMINISTRATORS | 2,192.53 |
| 6/25 | FOLLETT CONTENT SOLUTIONS LLC | 788.93 |
| 6/25 | G H DAIRY | 1,941.45 |
| 6/25 | G & G INVESTMENTS INC | 2,517.25 |
| 6/25 | GARDENDALE WATER CO | 10.00 |
| 6/25 | GERARDO JIMENEZ | 660.00 |
| 6/25 | GILLIAN HERRERA | 1,571.48 |
| 6/25 | GRAINGER | 8,820.54 |
| 6/25 | GRANDE COMMUNICATIONS NETWORK LLC | 1,626.71 |
| 6/25 | GRANDE COMMUNICATIONS NETWORK LLC | 1,576.58 |
| 6/25 | GRANDE COMMUNICATIONS NETWORK LLC | 6,719.22 |
| 6/25 | GRAYBAR | 19,491.68 |
| 6/25 | DICKEY'S BARBECUE PIT ODESSA | 680.08 |
| 6/25 | HEALTH SERVICES ADMINISTRATION | 372.37 |
| 6/25 | HEALTH SERVICES ADMINISTRATION | 24,214.12 |
| 6/25 | HOME DEPOT USA INC - STORE #562 | 150.66 |
| 6/25 | HOME DEPOT USA INC - STORE #562 | 11,584.48 |
| 6/25 | HUGHES SERVICES FLOORING, LP | 23,339.00 |
| 6/25 | HURT EXTERMINATING | 58,500.00 |
| 6/25 | INSOURCE INSURANCE GROUP, LLC | 100.00 |
| 6/25 | ISPHERE INNOVATION PARTNERS LLC | 31,700.00 |
| 6/25 | JNT RESOURCES PARTNERS, LP | 1,371.29 |
| 6/25 | JNT RESOURCES PARTNERS, LP | 25,831.28 |
| 6/25 | JNT RESOURCES PARTNERS LP | 40,413.33 |
| 6/25 | JUMBURRITO | 131.78 |
| 6/25 | KIMBERLY ANN LUNA | 169.96 |
| 6/25 | KRISTA M VIVIAN | 346.00 |
| 6/25 | KRONOS INC. | 8,250.00 |
| 6/25 | LABATT FOOD SERVICE | 3,969.09 |
| 6/25 | LAWNMOWER SALES AND SERVICE, INC | 546.94 |
| 6/25 | LETICIA FLORES | 54.39 |
| 6/25 | LINDA M SUBIA | 1,376.00 |
| 6/25 | LINDE GAS & EQUIPMENT INC | 600.40 |
| 6/25 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | 29,273.18 |
| 6/25 | MANUELA ESCAJEDA | 942.13 |
| 6/25 | MARY GORMAN | 230.00 |
| 6/25 | MELISSA COOPER | 70.49 |
| 6/25 | RESHAT AVDILJI | 298.00 |
| 6/25 | MICHELLE ADCOCK | 1,326.93 |

| | | |
|---|---|---|
| 6/25 | MIKE SYVERSON | 4,734.75 |
| 6/25 | N-TUNE MUSIC & SOUND INC | 136,574.84 |
| 6/25 | STATE OF NEW MEXICO | 300.00 |
| 6/25 | NIMBUS DRINKING WATER SYSTEMS LTD | 35.00 |
| 6/25 | ODESSA COLLEGE | 301,603.00 |
| 6/25 | OFFICEWISE COMMERCIAL INTERIORS LLC | 13,889.96 |
| 6/25 | SEWCO INC | 14,620.41 |
| 6/25 | SEWCO INC | 517.43 |
| 6/25 | ABELL HANGER FOUNDATION | 71,000.00 |
| 6/25 | OLGAN DURAN | 18.25 |
| 6/25 | T3 THOMPSON INCORPORATED | 729.89 |
| 6/25 | ZACHERY CHAVEZ | 200.00 |
| 6/25 | PBK ARCHITECTS, INC | 236,250.00 |
| 6/25 | PENSKE COMMERCIAL VEHICLES US LLC | 416.23 |
| 6/25 | PROFORCE MARKETING | 45,937.24 |
| 6/25 | REGION 18 EDUCATION SERVICE CENTER | 150.00 |
| 6/25 | REYES A. HERNANDEZ | 33.00 |
| 6/25 | RICHARD ALLEN MILLER | 1,329.80 |
| 6/25 | ROBBIE ALLMON | 6,480.00 |
| 6/25 | ROSAS CAFE & TORTILLA FACTORY LTD | 249.47 |
| 6/25 | ROSHELL D CAUFIELD | 1,550.00 |
| 6/25 | THE SEWELL FAMILY OF COMPANIES INC | 200,942.90 |
| 6/25 | THE SEWELL FAMILY OR COMPANIES INC | 346,865.00 |
| 6/25 | SHAWN ROUTH | 43.97 |
| 6/25 | SIMS PLASTIC INC | 395.72 |
| 6/25 | SIRIUS EDUCATION SOLUTIONS LLC | 2,700.00 |
| 6/25 | STEAK RUNNER GO LLC | 55.98 |
| 6/25 | STEPHANIE VILLAVICENCIO GARCIA | 40.11 |
| 6/25 | STEPHANIE VILLAVICENCIO GARCIA | 26.36 |
| 6/25 | SUZETTE TRUJILLO | 163.93 |
| 6/25 | SYSCO USA, INC | 35,182.40 |
| 6/25 | TEXAS AFT AMP | 246.00 |
| 6/25 | TEXAS ASSOCATION OF SCHOOL BOARDS | 909.72 |
| 6/25 | TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS | 57.00 |
| 6/25 | TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC | 369.26 |
| 6/25 | TEXAS INDUSTRIAL VOCATIONAL ASSOCATION | 67.80 |
| 6/25 | TEXAS LIFE INSURANCE CO | 134,787.47 |
| 6/25 | TEXAS STATE TEACHERS ASSOCIATION | 35,570.20 |
| 6/25 | TEXAS TECH UNIVERSITY | 230.00 |
| 6/25 | THE ALWAYS FOOD SAFE COMPANY | 360.00 |
| 6/25 | THE CINCINNATI LIFE INS. CO | 10.02 |
| 6/25 | THE CINCINNATI LIFE INS. CO | 188.13 |
| 6/25 | THE MCCRELESS COMPANY | 555.38 |
| 6/25 | TODD BERRIDGE | 46.00 |
| 6/25 | TUXEDO CONNECT LLC | 10,184.50 |
| 6/25 | UNITED REFRIGERATION | 1,216.84 |
| 6/25 | UNITED WAY OF ODESSA | 5,469.50 |
| 6/25 | UNIVERSITY OF TX-PERMIAN BASIN | 300.00 |
| 6/25 | VALERIE HELITON | 92.19 |
| 6/25 | VALERIE RIVERA | 1,009.52 |

| | | |
|---|---|---|
| 6/25 | VERIZON WIRELESS SERVICES LLC | 5,527.58 |
| 6/25 | VERIZON WIRELESS SERVICES LLC | 2,647.52 |
| 6/25 | VICTORIA HOLGUIN | 129.56 |
| 6/25 | VITAL SIGNS DOT DESIGN LLC | 2,616.25 |
| 6/25 | WATCHFIRE ENTERPRISES INC | 1,939.62 |
| 6/25 | WATERBOY GRAPHICS | 15,853.37 |
| 6/25 | XEROX CORPORATION | 5,027.93 |
| 7/9 | ADORAMA | 799.00 |
| 7/9 | AMAZON CAPITAL SERVICES | 61,243.72 |
| 7/9 | AMAZON CAPITAL SERVICES | 1,646.21 |
| 7/9 | AMSTAR INC | 974,274.55 |
| 7/9 | ANNIE ARREDONDO | 136.64 |
| 7/9 | AQUILA ENVIRONMENTAL LLC | 373,882.61 |
| 7/9 | ATHLETIC SUPPLY INC | 28,915.00 |
| 7/9 | BLUE STAR BUS SALES LTD | 274,200.54 |
| 7/9 | CALPINE CORPORATION | 158,307.78 |
| 7/9 | CDW-G | 106,573.19 |
| 7/9 | CHEFS DEPOT INC | 14,077.00 |
| 7/9 | NBCEC INC | 971.00 |
| 7/9 | COMMAND COMMISSIONING LLC | 1,875.00 |
| 7/9 | CORRAL ENVIRONMENTAL CONSULTING LLC | 1,800.00 |
| 7/9 | CROWN EQUIPMENT INC | 600.00 |
| 7/9 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 50.00 |
| 7/9 | CUSTOM WHOLESALE SUPPLY INC | 106.53 |
| 7/9 | DANA SAFETY SUPPLY | 43,112.26 |
| 7/9 | ECTOR COUNTY UTILITY DISTRICT | 10,154.37 |
| 7/9 | EDVANTAGE STRATEGY GROUP INC | 10,000.00 |
| 7/9 | ENVIRONMENTAL MARKETING SERVICES LLC | 14,999.00 |
| 7/9 | FOLLETT CONTENT SOLUTIONS LLC | 9,220.01 |
| 7/9 | G H DAIRY | 1,441.80 |
| 7/9 | GALLAGHER CONSTRUCTION COMPANY LP | 135,000.00 |
| 7/9 | GOT TO SPECIALTIES LLC | 131.00 |
| 7/9 | GRAINGER | 1,290.22 |
| 7/9 | GTS TECHNOLOGY SOLUTIONS INC | 14,113.11 |
| 7/9 | HELLAS CONSTRUCTION INC | 33,537.50 |
| 7/9 | HOME DEPOT USA INC - STORE #562 | 2,464.58 |
| 7/9 | IMPERIAL BAG & PAPER COMPANY LLC | 33,901.77 |
| 7/9 | INSOURCE INSURANCE GROUP, LLC | 7.00 |
| 7/9 | JENNIFER MEILE | 84.98 |
| 7/9 | KAT TURF SERVICES LLC | 48,500.00 |
| 7/9 | KENNY D COWAN | 234.00 |
| 7/9 | KRONOS INC. | 16,500.00 |
| 7/9 | LABATT FOOD SERVICE | 6,169.88 |
| 7/9 | LIGHTS ON SOLUTIONS LLC | 250,657.46 |
| 7/9 | LINDE GAS & EQUIPMENT INC | 463.38 |
| 7/9 | LUNCH MONY INC | 440.00 |
| 7/9 | LVR COMMERICAL FLOORING | 11,133.91 |
| 7/9 | MARK HARRIS HJ INC | 1,457.47 |
| 7/9 | MARLIN LEASING CORPORATION | 953.65 |
| 7/9 | MIGUEL ANGEL GALVAN | 69,980.00 |

| | | |
|---|---|---|
| 7/9 | MOBILE COMMUNICATION AMERICA INC | 60.00 |
| 7/9 | N-TUNE MUSIC & SOUND INC | 3,104.00 |
| 7/9 | NATIONAL CENTER FOR MONTESSORI IN | 1,830.00 |
| 7/9 | NATIONAL FOOD GROUP INC | 46,240.00 |
| 7/9 | ODESSA COLLEGE | 46,379.75 |
| 7/9 | ODESSA SIGN SOLUTION LLC | 25.00 |
| 7/9 | OFFICEWISE COMMERCIAL INTERIORS LLC | 84,441.55 |
| 7/9 | SEWCO INC | 941.93 |
| 7/9 | ONCE RAMOS LLC | 1,750.25 |
| 7/9 | PARKHILL, SMITH & COOPER, INC. | 199,143.00 |
| 7/9 | PATRICIA LOGAN | 72.52 |
| 7/9 | PENSKE COMMERCIAL VEHICLES US LLC | 1,441.11 |
| 7/9 | SHANNON D GAYLOR | 5,139.42 |
| 7/9 | PERMIAN MOVERS, INC. | 275.00 |
| 7/9 | PERMIAN TRACTOR SALES INC | 4,990.61 |
| 7/9 | PERRY M MARCHIONI PHD | 350.00 |
| 7/9 | PETROPLEX OFFICE SUPPLY, INC. | 270.00 |
| 7/9 | PIRAINO CONSULTING, INC | 3,871.93 |
| 7/9 | REGION 18 EDUCATION SERVICE CENTER | 420.00 |
| 7/9 | RICKY HICKEY | 2,668.32 |
| 7/9 | ROBERTS TRUCK CENTER OF TEXAS | 549.20 |
| 7/9 | SYNCHRONY BANK | 12,078.79 |
| 7/9 | THE SEWELL FAMILY OF COMPANIES INC | 79.06 |
| 7/9 | SHARI RILEY | 696.92 |
| 7/9 | SIMS PLASTIC INC | 121.48 |
| 7/9 | STEAK RUNNER GO LLC | 503.44 |
| 7/9 | SUSAN HENDRICKS | 183.26 |
| 7/9 | SWEET PIZZA LLC | 137.49 |
| 7/9 | TERRACON CONSULTANTS INC | 67,295.50 |
| 7/9 | TEXAS EXCAVATION SAFETY SYSTEM, INC. | 12.65 |
| 7/9 | TEXAS TECH UNIVERSITY | 60.00 |
| 7/9 | THE PITNEY BOWES | 396.92 |
| 7/9 | THE PITNEY BOWES | 8,924.51 |
| 7/9 | THE PITNEY BOWES | 244.99 |
| 7/9 | TRIPLE TREATS ODESSA INC | 160.00 |
| 7/9 | UNITED REFRIGERATION | 24,003.42 |
| 7/9 | UNITED STATES CELLULAR CORPORATION | 392.32 |
| 7/9 | THE UNIVERSITY OF TEXAS AT AUSTIN | 47,000.00 |
| 7/9 | VITAL SIGNS DOT DESIGN LLC | 4,495.93 |
| 7/9 | WALSH GALLEGOS KYLE ROBINSON & ROALSON PC | 1,551.00 |
| 7/9 | WATERBOY GRAPHICS | 3,015.00 |
| 7/16 | ACCELERATION ACADEMIES | 54,802.00 |
| 7/16 | AIRGAS USA LLC | 124.95 |
| 7/16 | ALLEN TEINERT CONSTRUCTION | 5,377,078.29 |
| 7/16 | AMAZON CAPITAL SERVICES | 448.60 |
| 7/16 | ANGELICA MORENO | 171.86 |
| 7/16 | ASSOCIATED SUPPLY CO INC | 231.00 |
| 7/16 | ASSOCIATED SUPPLY CO INC | 346.50 |
| 7/16 | AT&T | 521.38 |
| 7/16 | ATMOS ENERGY | 12,587.90 |

| | | |
|---|---|---|
| 7/16 | AUDIO ACOUSTICS HEARING CENTERS | 600.00 |
| 7/16 | BIG BEND TELECOM LTD | 4,902.52 |
| 7/16 | BRUNSON FAMILY BBQ | 1,134.56 |
| 7/16 | CALPINE CORPORATION | 172.55 |
| 7/16 | CALPINE CORPORATION | 113,685.01 |
| 7/16 | CDW-G | 9,450.00 |
| 7/16 | CDW-G | 331,166.92 |
| 7/16 | CHANTAL HERNANDEZ | 14.77 |
| 7/16 | NBCEC INC | 895.20 |
| 7/16 | CIRCLE P RANCH SUPPLY INC | 2,797.07 |
| 7/16 | CITY OF ODESSA | 4,666.67 |
| 7/16 | CITY OF ODESSA WATER DEPT | 197,982.34 |
| 7/16 | COMMAND COMMISSIONING LLC | 1,950.00 |
| 7/16 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 126.00 |
| 7/16 | TWIN CITIES BOWLING INC | 1,896.37 |
| 7/16 | DIEGO CABALLERO | 740.84 |
| 7/16 | FOLLETT CONTENT SOLUTIONS LLC | 1,788.91 |
| 7/16 | GALLAGHER CONSTRUCTION COMPANY LP | 85,455.91 |
| 7/16 | GEORGE F GOMEZ | 6,920.00 |
| 7/16 | GERARDO JIMENEZ | 1,469.56 |
| 7/16 | GRAINGER | 250.16 |
| 7/16 | GRAYBAR | 906.46 |
| 7/16 | HOME DEPOT USA INC - STORE #562 | 27.36 |
| 7/16 | ISPHERE INNOVATION PARTNERS LLC | 13,870.00 |
| 7/16 | JLG PR CONSULTING LLC | 3,000.00 |
| 7/16 | KRONOS INC. | 8,250.00 |
| 7/16 | LEAD4WARD LLC | 33,050.00 |
| 7/16 | LUISANA MAURICIO | 15.89 |
| 7/16 | LUNCH MONY INC | 619.66 |
| 7/16 | MAGDALENA G AGUILAR | 647.35 |
| 7/16 | MARK HARRIS HJ INC | 23,050.00 |
| 7/16 | MARLIN LEASING CORPORATION | 145.44 |
| 7/16 | MARLIN LEASING CORPORATION | 808.21 |
| 7/16 | MIGHTY WASH OPERATIONS LLC | 1,600.00 |
| 7/16 | MIKE SYVERSON | 830.00 |
| 7/16 | MSB SCHOOL SERVICES LLC | 2,885.37 |
| 7/16 | NUNEZ FENCE | 5,600.00 |
| 7/16 | ODESSA COLLEGE | 18,226.50 |
| 7/16 | SEWCO INC | 36,780.15 |
| 7/16 | ONCE RAMOS LLC | 4,238.00 |
| 7/16 | ARECENIO PEREZ CORDOVA | 48.25 |
| 7/16 | MARIETA BATISTA SUAREZ | 47.00 |
| 7/16 | ROSANGELA GONZALEZ CACHIMAY | 47.00 |
| 7/16 | ROXANA RUZ PEREZ | 47.00 |
| 7/16 | YULEIVI PEREZ | 47.00 |
| 7/16 | PBK ARCHITECTS, INC | 97,746.43 |
| 7/16 | REGION 20 EDUCATION SERVICE CENTER | 690.00 |
| 7/16 | ROBIN FAWCETT | 740.84 |
| 7/16 | SAFEBUILT TEXAS LLC | 8,486.21 |
| 7/16 | SCHOOL EMPOWERMENT NETWORK | 6,000.00 |

| | | |
|---|---|---|
| 7/16 | THE SEWELL FAMILY OF COMPANIES INC | 70,205.00 |
| 7/16 | SIMS PLASTIC INC | 581.72 |
| 7/16 | SOUTHERN MAID DONUTS | 57.00 |
| 7/16 | SWEET PIZZA LLC | 65.49 |
| 7/16 | SYDNEY GARCIA | 177.50 |
| 7/16 | FRANK E GOMEZ | 2,400.00 |
| 7/16 | UNIVERSE TECHNICAL TRANSLATION INC | 467.69 |
| 7/16 | VANESSA CASTILLO | 8,400.00 |
| 7/16 | VITAL SIGNS DOT DESIGN LLC | 6,646.38 |
| 7/16 | RANCH SUPPLY OF ODESSA | 685.75 |
| 7/16 | WILLIAMS PAVING & EXCAVATION. INC | 34,352.00 |
| 7/16 | XEROX CORPORATION | 19,463.74 |
| 7/23 | ALBERT J VALENCIA | 113.33 |
| 7/23 | AMAZON CAPITAL SERVICES | 127,099.63 |
| 7/23 | AMAZON CAPITAL SERVICES | 8,185.15 |
| 7/23 | AMY ANDERSON | 123.00 |
| 7/23 | BUSINESS PROFESSIONALS AMERICA | 242.00 |
| 7/23 | CDW-G | 104,400.00 |
| 7/23 | CDW-G | 261,923.60 |
| 7/23 | CHEFS DEPOT INC | 25.73 |
| 7/23 | CHRIS STANLEY | 85.85 |
| 7/23 | CIRCLE P RANCH SUPPLY INC | 359.90 |
| 7/23 | CORRAL ENVIRONMENTAL CONSULTING LLC | 1,800.00 |
| 7/23 | HOHENBERGER INC | 15,981.49 |
| 7/23 | DANA SAFETY SUPPLY | 4,851.98 |
| 7/23 | DANIEL BUSTAMANTE | 146.86 |
| 7/23 | E GROUP, INC | 231.00 |
| 7/23 | EMILY R CHASCO | 42.63 |
| 7/23 | FIRST FINANCIAL ADMINISTRATORS | 47,071.14 |
| 7/23 | FOLLETT CONTENT SOLUTIONS LLC | 1,801.35 |
| 7/23 | FRANCES CARLOS | 46.77 |
| 7/23 | GOT TO SPECIALTIES LLC | 130.00 |
| 7/23 | HEATHER POTTS | 79.05 |
| 7/23 | J J FLOWER DISTRIBUTION LLC | 16.96 |
| 7/23 | JASON  WATSON | 27.00 |
| 7/23 | JOHNA STRAW | 70.00 |
| 7/23 | JONERIK DOMINGUEZ | 149.38 |
| 7/23 | JOSE RAPHAEL MASONSONG | 84.35 |
| 7/23 | JUMBURRITO | 144.00 |
| 7/23 | LAURA RODRIGUEZ | 75.00 |
| 7/23 | MELISSA O. AVILA | 70.00 |
| 7/23 | MIRIAM VALLECILLO | 140.21 |
| 7/23 | NAPOLEON ARMENDARIZ | 119.44 |
| 7/23 | NATHALY MORENO | 394.00 |
| 7/23 | NATUS SENSORY INC | 3,744.80 |
| 7/23 | NAYELI OLIVAREZ | 156.66 |
| 7/23 | NETSYNC NETWORK SOLUTIONS | 27,500.00 |
| 7/23 | OLIVIA PORRAS | 229.74 |
| 7/23 | RACHEL ORONA | 50.81 |
| 7/23 | REBECCA ORCUTT | 44.00 |

| | | |
|---|---|---|
| 7/23 | REBECCA RAMIREZ | 973.91 |
| 7/23 | RICHARD A. ONTIVEROZ | 50.66 |
| 7/23 | RODRIGUEZ DRYWALL & PAINT CO | 144,250.00 |
| 7/23 | ROSEMARY VALADEZ | 44.92 |
| 7/23 | ROSS JOHN LARA | 87.58 |
| 7/23 | SYNCHRONY BANK SAM'S CLUB | 1,542.53 |
| 7/23 | SAMANTHA SOTELO | 229.94 |
| 7/23 | SCOTT WALKER | 117.25 |
| 7/23 | SKILLSUSA TEXAS | 8,960.00 |
| 7/23 | SOUTHERN MAID DONUTS | 114.00 |
| 7/23 | STEPHANIE VILLAVICENCIO GARCIA | 266.88 |
| 7/23 | STERICYCLE | 3,585.12 |
| 7/23 | SWEET PIZZA LLC | 120.00 |
| 7/23 | TERESA MOLINAR | 45.57 |
| 7/23 | TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS | 315.00 |
| 7/23 | FUTURE FARMERS OF AMERICA TEXAS STATE ASSOCIATION | 1,516.00 |
| 7/23 | TRISTAN CROWDER | 127.61 |
| 7/30 | ALLEN TEINERT CONSTRUCTION | 1,659,398.83 |
| 7/30 | AMAZON CAPITAL SERVICES | 37,929.31 |
| 7/30 | AT&T LONG DISTANCE | 7.72 |
| 7/30 | ATKINS HOLLMAN JONES PEACOCK | 8,448.41 |
| 7/30 | BATTERSHELL VETERINARY SERVICES | 191.00 |
| 7/30 | CDW-G | 5,543.80 |
| 7/30 | COMMAND COMMISSIONING LLC | 1,125.00 |
| 7/30 | COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN INC | 130,000.00 |
| 7/30 | CRYSTAL DAY | 17.00 |
| 7/30 | CURRICULUM ASSOCIATES INC | 2,200.00 |
| 7/30 | DANA DEBOSE | 12.40 |
| 7/30 | DELMA ABALOS | 411.67 |
| 7/30 | DLR GROUP INC OF TEXAS , A TEXAS CORPORATION | 1,950.00 |
| 7/30 | DOUGHBOY'S CAFE | 97.86 |
| 7/30 | GARDENDALE WATER CO | 1,793.50 |
| 7/30 | GARDENDALE WATER CO | 10.00 |
| 7/30 | ISPHERE INNOVATION PARTNERS LLC | 14,715.00 |
| 7/30 | JUMBURRITO | 265.93 |
| 7/30 | LONE STAR SIGNS OF WEST TEXAS | 7,840.00 |
| 7/30 | N-TUNE MUSIC & SOUND INC | 1,623.00 |
| 7/30 | NEFTALI SILVA | 16.50 |
| 7/30 | NEXTGEN SECURITY | 3,432.68 |
| 7/30 | ODESSA COLLEGE | 66,210.00 |
| 7/30 | PARKHILL, SMITH & COOPER, INC. | 25,710.39 |
| 7/30 | PATRICIA GAYTAN | 83.30 |
| 7/30 | ROSAS CAFE / BOBBY COX Co. | 1,387.47 |
| 7/30 | SWEET PIZZA LLC | 77.49 |
| 7/30 | TEXAS DEPARTMENT OF PUBLIC SAFETY | 101.00 |
| 7/30 | TEXAS TECH | 6,900.00 |
| 7/30 | THE PITNEY BOWES | 13.54 |
| 7/30 | UNIVERSE TECHNICAL TRANSLATION INC | 179.40 |
| 7/30 | UNIVERSITY OF TX-PERMIAN BASIN | 3,412.20 |
| 7/30 | VALERIE RIVERA | 40.58 |

| | | |
|---|---|---|
| 7/30 | VICTORIA NORENA | 59.71 |
| 7/30 | XEROX CORPORATION | 14,998.17 |
| 8/6 | ABRIL URIAS | 55.94 |
| 8/6 | ALISHA BUSS HOLGUIN | 27.00 |
| 8/6 | AMAZON CAPITAL SERVICES | 61,316.32 |
| 8/6 | AMY QUINN | 36.22 |
| 8/6 | COMBS CONSULTING GROUP | 4,112.50 |
| 8/6 | CRYSTAL MARQUEZ | 261.61 |
| 8/6 | HOHENBERGER INC | 2,376.36 |
| 8/6 | ELIZABETH MCNABB | 22.82 |
| 8/6 | FRANCESCA FLORANCE | 20.58 |
| 8/6 | GLENDA MESA | 4.54 |
| 8/6 | IRMA LOPEZ | 79.97 |
| 8/6 | JENNIFER RICH | 4.54 |
| 8/6 | JULIE DRAINER | 2,030.36 |
| 8/6 | KRISTA M VIVIAN | 31.00 |
| 8/6 | LINDE GAS & EQUIPMENT INC | 388.91 |
| 8/6 | MELISSA O. AVILA | 330.40 |
| 8/6 | MICHELLE ADCOCK | 105.60 |
| 8/6 | MONICA OLIVAS | 537.45 |
| 8/6 | NEXTGEN SECURITY | 525.00 |
| 8/6 | GAYATRIBEN PATEL | 950.49 |
| 8/6 | RACHEAL HARRIS | 75.97 |
| 8/6 | SCHOOL EMPOWERMENT NETWORK | 808.59 |
| 8/6 | THE SEWELL FAMILY OF COMPANIES INC | 67,455.00 |
| 8/6 | SIDSON CORP | 1,253.34 |
| 8/6 | SYSCO USA, INC | 319.84 |
| 8/6 | TANIA CASTRO NUNEZ | 4.54 |
| 8/6 | TASB, INC | 40.00 |
| 8/6 | TEXAS DEPARTMENT OF PUBLIC SAFETY | 181.00 |
| 8/6 | TEXAS INTERNATIONAL BACCALAUREATE SCHOOLS | 10,200.00 |
| 8/6 | THE UNIVERSITY OF TEXAS AT AUSTIN | 16,000.00 |
| 8/7 | PRO TRACK AND TENNIS INC | 62,700.00 |
| 8/13 | ALEJANDRA GARCIA | 18.16 |
| 8/13 | ALEXANDRA SANCHEZ | 24.02 |
| 8/13 | AMAZON CAPITAL SERVICES | 49,048.07 |
| 8/13 | ANTONIO FLORES | 89.72 |
| 8/13 | CALPINE CORPORATION | 148,547.23 |
| 8/13 | CHAMORRI SPRAGLIN | 118.18 |
| 8/13 | CODY GULLETT | 51.66 |
| 8/13 | DANA SAFETY SUPPLY | 4,764.25 |
| 8/13 | DEBORAH HASKINS | 19.21 |
| 8/13 | GREGORY HAMMON | 350.00 |
| 8/13 | IRMA LOPEZ | 262.17 |
| 8/13 | JUMBURRITO | 382.50 |
| 8/13 | MIKE SYVERSON | 402.00 |
| 8/13 | ODESSA COLLEGE | 1,211,590.05 |
| 8/13 | PARKHILL, SMITH & COOPER, INC. | 32,383.82 |
| 8/13 | PRICILLA VILLEGAS | 42.00 |
| 8/13 | SAM'S CLUB DIRECT | 43.86 |

| | | |
|---|---|---|
| 8/13 | STEPHANIE VILLAVICENCIO GARCIA | 53.27 |
| 8/13 | SYDNEY GARCIA | 50.21 |
| 8/13 | TEXAS DEPARTMENT OF INFORMATION RESOURCES | 395.48 |
| 8/13 | FUTURE FARMERS OF AMERICA TEXAS STATE ASSOCIATION | 550.00 |
| 8/13 | THERMO FLUIDS INC | 528.21 |
| 8/13 | TRANS GLOBAL PRODUCTIONS INC | 2,750.00 |
| 8/13 | TRUE NORTH CONSULTING GROUP LLC | 51,396.55 |
| 8/13 | TYLER TECHNOLOGIES INC | 2,398.00 |
| 8/13 | WHITEHOUSE PARKS LEGADO | 778.80 |
| 7/3 | AETNA LIFE INSURANCE COMPANY | 119,706.80 |
| 7/9 | ALISHA BUSS HOLGUIN | 246.00 |
| 7/9 | CHRISTA MILLER | 252.00 |
| 7/9 | CHRISTINA ACOSTA | 238.00 |
| 7/9 | DANIEL RAMIREZ | 259.00 |
| 7/9 | DARREN POOL | 200.00 |
| 7/9 | DAVE MACHUCA | 1,603.00 |
| 7/9 | EMILY MCFALL | 252.00 |
| 7/9 | JIEUN PANDO | 259.00 |
| 7/9 | KELSA BERTRAND | 252.00 |
| 7/9 | KRISTINA CARRASCO | 252.00 |
| 7/9 | MARIEBEL MUNOZ ZERMENO | 1,603.00 |
| 7/9 | NATALIE FITZGERALD | 214.00 |
| 7/9 | RUTH ROSARIO BALTAZAR | 259.00 |
| 7/9 | SANDRA BANDA | 979.30 |
| 7/9 | SENOVIO ORTIZ | 246.00 |
| 7/9 | STEPHANIE CASTILLO | 246.00 |
| 7/9 | TASHA GUILLEN | 252.00 |
| 7/9 | YOLANDA GORDON | 214.00 |
| 7/10 | AMY RUSSELL | 230.00 |
| 7/10 | ANGELLE MUNDIA | 316.00 |
| 7/10 | ELIZABETH AVILA | 316.00 |
| 7/10 | VALERIE RIVERA | 1,603.00 |
| 7/10 | WHITNEY CARTER | 230.00 |
| 7/16 | ACTIVE INTERNET TECHNOLOGIES LLC | 39,063.00 |
| 7/16 | AMAZON CAPITAL SERVICES | 199.98 |
| 7/16 | AT&T | 1,826.79 |
| 7/16 | BLAIR LAWSON | 1,163.40 |
| 7/16 | BREK PAZ | 213.00 |
| 7/16 | BRIANNA MCDOWELL | 350.00 |
| 7/16 | CECILIA KELLAR | 259.00 |
| 7/16 | CHRIS MINEO | 259.00 |
| 7/16 | CHRISTINA GARCIA | 213.00 |
| 7/16 | CHRISTINA LORRAINE BUTLER | 1,189.52 |
| 7/16 | CODY DOMINGUEZ | 185.00 |
| 7/16 | CRISIS PREVENTION INSTITUTE INC | 400.00 |
| 7/16 | CRYSTAL DAY | 559.00 |
| 7/16 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 90.50 |
| 7/16 | CUSTOM WHOLESALE SUPPLY INC | 1,177.20 |
| 7/16 | CUSTOM WHOLESALE SUPPLY INC | 843.11 |
| 7/16 | DALYLA MIRANDA | 213.00 |

| | | |
|---|---|---|
| 7/16 | DARRELL FOWLER | 290.00 |
| 7/16 | DAVAUGHN THORNTON | 185.00 |
| 7/16 | DEAN GARZA | 259.00 |
| 7/16 | EDUCATION ADVANCED INC. | 60,166.80 |
| 7/16 | ELSA COCKER | 661.00 |
| 7/16 | EOFFICIAL ENTERPRISES, INC. | 10,000.00 |
| 7/16 | ERIK HARTMAN | 185.00 |
| 7/16 | FRED HOWARD | 185.00 |
| 7/16 | PETTY CASH | 4,000.00 |
| 7/16 | GARDENDALE WATER CO | 85.00 |
| 7/16 | GILLIAN HERRERA | 213.00 |
| 7/16 | GRAINGER | 1,467.89 |
| 7/16 | HUMBERTO HERNANDEZ JR | 49,639.34 |
| 7/16 | IMPERIAL BAG & PAPER COMPANY LLC | 32,747.92 |
| 7/16 | JARRYD GARZA | 259.00 |
| 7/16 | JASMIN BELSOM-TORRES | 259.00 |
| 7/16 | JEFF DANIELS | 374.00 |
| 7/16 | JEFF ELLISON | 407.00 |
| 7/16 | JOHN MAULDIN | 185.00 |
| 7/16 | JOHNNY B. CARROLL | 259.00 |
| 7/16 | JOSEPH HILLIARD | 259.00 |
| 7/16 | JUAN IBARRA | 185.00 |
| 7/16 | JUSTIN ARMSTRONG | 259.00 |
| 7/16 | KATIE ARMSTRONG | 213.00 |
| 7/16 | KEELEY BOYER | 60.00 |
| 7/16 | KEVEN MURPHY | 185.00 |
| 7/16 | LABATT FOOD SERVICE | 339.56 |
| 7/16 | LEAD4WARD LLC | 3,790.00 |
| 7/16 | LUCAS GONZALES MESA | 290.00 |
| 7/16 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | 11,089.76 |
| 7/16 | MARGARITA CORRAL | 241.75 |
| 7/16 | MARK VARELA | 185.00 |
| 7/16 | MICHAEL HAWLEY | 1,450.76 |
| 7/16 | MICHEAL BETTENHAUSEN | 259.00 |
| 7/16 | MOLLY CASTILLO | 102.00 |
| 7/16 | MORRIS WILLIAMSON | 259.00 |
| 7/16 | MYTREVIOUS LINK | 185.00 |
| 7/16 | ODESSA FAMILY YMCA | 76,663.00 |
| 7/16 | PERRY JOHNSON | 185.00 |
| 7/16 | RAMON GONZALES | 290.00 |
| 7/16 | RAUL SANCHEZ | 259.00 |
| 7/16 | WILLIAM MARCH RICE UNIVERSITY | 670.00 |
| 7/16 | ROBERT HIX | 185.00 |
| 7/16 | ROBERT M THAYER | 160.00 |
| 7/16 | RONALD PROMESSE | 185.00 |
| 7/16 | SAMUEL GONZALEZ | 259.00 |
| 7/16 | SCOTT MURI | 3,333.33 |
| 7/16 | THE SEWELL FAMILY OF COMPANIES INC | 27.48 |
| 7/16 | SILQUANETTE JOHNSON | 185.00 |
| 7/16 | SIMS PLASTIC INC | 649.35 |

| | | |
|---|---|---|
| 7/16 | STEPHEN TROUB | 185.00 |
| 7/16 | STEVEN FLORES | 227.00 |
| 7/16 | SYN-TECH SYSTEMS INC | 1,175.00 |
| 7/16 | TAMMY HAWKINS | 60.00 |
| 7/16 | TANYA SHERMAN | 185.00 |
| 7/16 | TENESIA MELENDEZ | 185.00 |
| 7/16 | TERRY BRANDON UPCHURCH | 374.00 |
| 7/16 | TEXAS ASSOCATION OF SCHOOL BOARDS | 433,916.00 |
| 7/16 | TEXAS STATEWIDE NETWORK OF ASSESSMENT PROFESSIONAL | 55.00 |
| 7/16 | TEXAS STATEWIDE NETWORK OF ASSESSMENT PROFESSIONAL | 55.00 |
| 7/16 | THOMAS MEDELLIN | 259.00 |
| 7/16 | TRACEY BORCHARDT | 259.00 |
| 7/16 | TRAVIS COOPER | 1,189.52 |
| 7/16 | TREVOR THOMPSON | 185.00 |
| 7/16 | TYLER THOMPSON | 661.00 |
| 7/16 | UNITED REFRIGERATION | 439.59 |
| 7/16 | UTPB | 21,333.49 |
| 7/16 | VANCE WASHINGTON | 259.00 |
| 7/16 | VERIZON WIRELESS SERVICES LLC | 524.89 |
| 7/16 | WADE MCCLINTOCK | 259.00 |
| 7/16 | WATKIN COCKER | 185.00 |
| 7/16 | WAYNE JEROD WOODALL | 60.00 |
| 7/16 | YARELY ORONA | 185.00 |
| 7/23 | ADVANCE STORES COMPANY , INC. | 199.99 |
| 7/23 | AMAZON CAPITAL SERVICES | 3,149.02 |
| 7/23 | ARMAND HAMMER | 975.00 |
| 7/23 | AT&T | 78.77 |
| 7/23 | ATHLETIC SUPPLY INC | 1,020.00 |
| 7/23 | BIG BEND TELECOM LTD | 4,902.52 |
| 7/23 | BOOKBINDING & LAMINATING INC | 379.00 |
| 7/23 | BRANTLEY CREEK BBQ & CO LLC | 2,500.00 |
| 7/23 | BRAZOS DOOR & HARDWARE | 10,450.00 |
| 7/23 | BRAZOS FOREST PRODUCTS | 11,849.80 |
| 7/23 | CABLE ONE, INC. | 1,458.70 |
| 7/23 | CASHWAY WEST, INC. | 25.98 |
| 7/23 | CHARLES AND LEZIEE CHURCHFIELD | 35,869.12 |
| 7/23 | CHEFS DEPOT INC | 1,934.73 |
| 7/23 | CONNECTHUB.IO LLC | 1,188.00 |
| 7/23 | CRISIS PREVENTION INSTITUTE INC | 11,301.50 |
| 7/23 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 473.54 |
| 7/23 | CUSTOM WHOLESALE SUPPLY INC | 1,325.33 |
| 7/23 | CYBERSOFT TECHNOLOGIES INC | 71,650.00 |
| 7/23 | EOFFICIAL ENTERPRISES, INC. | 1,291.73 |
| 7/23 | FRONTLINE TECHNOLOGIES GROUP LLC | 96,969.25 |
| 7/23 | PETTY CASH | 500.00 |
| 7/23 | PETTY CASH | 6,050.00 |
| 7/23 | G H DAIRY | 399.45 |
| 7/23 | GERARDO JIMENEZ | 2,170.00 |
| 7/23 | GRAINGER | 2,229.95 |
| 7/23 | GRANDE COMMUNICATIONS NETWORK LLC | 1,626.71 |

| | | |
|---|---|---|
| 7/23 | HATCHING RESULTS INC | 2,176.00 |
| 7/23 | AGILE SPORTS TECHNOLOGIES INC | 29,400.00 |
| 7/23 | HUMBERTO HERNANDEZ JR | 6,513.30 |
| 7/23 | IMPERIAL BAG & PAPER COMPANY LLC | 75,356.78 |
| 7/23 | KEVIN D BALLARD INC | 1,038.25 |
| 7/23 | K. B. SAFE & LOCK CO | 150.00 |
| 7/23 | KEELEY BOYER | 60.00 |
| 7/23 | RESHAT AVDILJI | 1,564.00 |
| 7/23 | MIKE SYVERSON | 530.00 |
| 7/23 | MINDPLAY EDUCATION LLC | 6,000.00 |
| 7/23 | MIRIAM VALLECILLO | 5.67 |
| 7/23 | MSB SCHOOL SERVICES LLC | 193.93 |
| 7/23 | NIMBUS DRINKING WATER SYSTEMS LTD | 130.00 |
| 7/23 | ODESSA SIGN SOLUTION LLC | 162.50 |
| 7/23 | LAURA S MORALES | 1,970.00 |
| 7/23 | PATHWAYZ COMMUNICATIONS INC | 5,370.52 |
| 7/23 | PENSKE COMMERCIAL VEHICLES US LLC | 860.96 |
| 7/23 | PERMIAN MOVERS, INC. | 300.00 |
| 7/23 | PERRY WEATHER | 5,207.85 |
| 7/23 | PRECISION BUSINESS MACHINES INC | 1,108.77 |
| 7/23 | PROJECT LEAD THE WAY INC | 2,400.00 |
| 7/23 | QUIZIZZ INC | 4,743.75 |
| 7/23 | REGION 18 EDUCATION SERVICE CENTER | 1,720.00 |
| 7/23 | RESPONSIVE LEARNING LP | 36,630.00 |
| 7/23 | ROBERTS TRUCK CENTER OF TEXAS | 536.40 |
| 7/23 | SYNCHRONY BANK SAM'S CLUB | 2,628.30 |
| 7/23 | THE SEWELL FAMILY OF COMPANIES INC | 1,331.75 |
| 7/23 | SIMS PLASTIC INC | 206.88 |
| 7/23 | SOUTHERN MAID DONUTS | 28.50 |
| 7/23 | STEMARCO DESIGN LLC | 268.65 |
| 7/23 | SYSCO USA, INC | 692.00 |
| 7/23 | TEACH UPBEAT INC | 33,471.40 |
| 7/23 | TEXAS ASSOCATION OF SCHOOL BOARDS | 2,500.00 |
| 7/23 | UNITED REFRIGERATION | 1,428.00 |
| 7/23 | UNIVERSE TECHNICAL TRANSLATION INC | 142.90 |
| 7/23 | VENYOOZ, INC. | 9,079.00 |
| 7/23 | VERIZON WIRELESS SERVICES LLC | 3,201.75 |
| 7/30 | AMAZON CAPITAL SERVICES | 2,917.34 |
| 7/30 | AMERICAN FAMILY LIFE & CANCER | 6.00 |
| 7/30 | ANTHONY VASQUEZ | 75.00 |
| 7/30 | ARA OF ODESSA | 440.00 |
| 7/30 | ASSOCIATED SUPPLY CO INC | 419.50 |
| 7/30 | ASSOCIATION OF TEXAS | 2,453.81 |
| 7/30 | AT&T | 9,725.38 |
| 7/30 | AT&T MOBILITY | 62.39 |
| 7/30 | ATKINS HOLLMAN JONES PEACOCK | 1,052.25 |
| 7/30 | BIG BEND TELECOM LTD | 4,902.52 |
| 7/30 | BOOKBINDING & LAMINATING INC | 360.00 |
| 7/30 | BREK PAZ | 500.00 |
| 7/30 | CABLE ONE, INC. | 8.15 |

| | | |
|---|---|---|
| 7/30 | NBCEC INC | 191.95 |
| 7/30 | CHRISTINA GARCIA | 250.00 |
| 7/30 | CLEARBROOK FARMS INC | 28,224.00 |
| 7/30 | CONSCIOUS DISCIPLINE HOLDINGS LLC | 5,520.00 |
| 7/30 | CRISIS PREVENTION INSTITUTE INC | 600.00 |
| 7/30 | CROSSROADS FELLOWSHIP GLOBAL, INC. | 1,625.00 |
| 7/30 | CUSTOM WHOLESALE SUPPLY INC | 78.12 |
| 7/30 | CYNTHIA SUE BISHOP | 4,500.00 |
| 7/30 | DARRYL WILLIAMS | 28,875.00 |
| 7/30 | EVERWAY HOLDCO LLC | 7,680.00 |
| 7/30 | FAMILY SUPPORT REGISTRY | 1,186.00 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 30,737.71 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 12,940.00 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 79,843.33 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 2,725.00 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 14,843.50 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 996.55 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 5,155.00 |
| 7/30 | FIRST FINANCIAL ADMINISTRATORS | 2,122.30 |
| 7/30 | G & G INVESTMENTS INC | 4,642.02 |
| 7/30 | GARDENDALE WATER CO | 60.00 |
| 7/30 | GERARDO JIMENEZ | 670.00 |
| 7/30 | GILLIAN HERRERA | 300.00 |
| 7/30 | GRAINGER | 3,885.13 |
| 7/30 | GRANDE COMMUNICATIONS NETWORK LLC | 1,576.58 |
| 7/30 | GRANDE COMMUNICATIONS NETWORK LLC | 6,719.22 |
| 7/30 | GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN | 2,056.52 |
| 7/30 | HEALTH SERVICES ADMINISTRATION | 23,875.79 |
| 7/30 | HILL COUNTRY DOG CENTER LLC | 18,500.00 |
| 7/30 | HUMBERTO HERNANDEZ JR | 1,975.00 |
| 7/30 | IMPERIAL BAG & PAPER COMPANY LLC | 27,936.64 |
| 7/30 | KEVIN D BALLARD INC | 53.00 |
| 7/30 | JNT RESOURCES PARTNERS, LP | 196.33 |
| 7/30 | JNT RESOURCES PARTNERS, LP | 766.94 |
| 7/30 | JNT RESOURCES PARTNERS LP | 40,563.33 |
| 7/30 | JOSE ISACC CARILLO CONTRERAS | 4,365.00 |
| 7/30 | JOSE ISACC CARILLO CONTRERAS | 1,250.00 |
| 7/30 | JTM PROVISIONS COMPANY INC | 15,489.60 |
| 7/30 | KATHERINE HILL | 75.00 |
| 7/30 | LA MARGARITA | 845.00 |
| 7/30 | LENNOX INDUSTRIES INC | 758.81 |
| 7/30 | LEXIPOL LLC | 19,661.60 |
| 7/30 | MARK A LEACHMAN P.C. | 466.45 |
| 7/30 | MASBA | 1,305.00 |
| 7/30 | N-TUNE MUSIC & SOUND INC | 5,001.00 |
| 7/30 | NARDONE BROS. BAKING CO. INC. | 14,283.00 |
| 7/30 | STATE OF NEW MEXICO | 300.00 |
| 7/30 | NEXTGEN SECURITY | 575.00 |
| 7/30 | ODESSA SIGN SOLUTION LLC | 75.00 |
| 7/30 | SEWCO INC | 11,412.73 |

| | | |
|---|---|---|
| 7/30 | SEWCO INC | 113.80 |
| 7/30 | ONCOR ELECTRIC DELIVERY COMPANY LLC | 18,275.60 |
| 7/30 | OTIS ELEVATOR COMPANY INC | 14,920.26 |
| 7/30 | PENSKE COMMERCIAL VEHICLES US LLC | 2,212.49 |
| 7/30 | SHANNON D GAYLOR | 517.00 |
| 7/30 | PERMIAN MOVERS, INC. | 422.50 |
| 7/30 | PERRY M MARCHIONI PHD | 700.00 |
| 7/30 | PRECISION BUSINESS MACHINES INC | 1,273.75 |
| 7/30 | PROCARE SOFTWARE HOLDING LLC | 1,548.00 |
| 7/30 | PROJECT LEAD THE WAY INC | 7,300.00 |
| 7/30 | QUAVER'S MARVELOUS WORLD OF MU | 2,100.00 |
| 7/30 | REGION 18 EDUCATION SERVICE CENTER | 150.00 |
| 7/30 | ROBERTS TRUCK CENTER OF TEXAS | 491.34 |
| 7/30 | RON OSBORN INC | 33,500.00 |
| 7/30 | ROSHELL D CAUFIELD | 1,600.00 |
| 7/30 | STANDARD STRUCTURES INC | 224.12 |
| 7/30 | STEMARCO DESIGN LLC | 234.75 |
| 7/30 | STEMARCO DESIGN LLC | 99.50 |
| 7/30 | SUL ROSS STATE UNIVERSITY | 600.00 |
| 7/30 | TEXAS AFT AMP | 246.00 |
| 7/30 | TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS | 57.00 |
| 7/30 | TEXAS CAUCUS OF BLACK SCHOOL BOARD MEMBERS | 500.00 |
| 7/30 | TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC | 1,275.00 |
| 7/30 | TEXAS DEPARTMENT OF LICENSING AND REGULATION | 340.00 |
| 7/30 | TEXAS INDUSTRIAL VOCATIONAL ASSOCATION | 67.80 |
| 7/30 | TEXAS LIFE INSURANCE CO | 128,395.85 |
| 7/30 | TEXAS STATE UNIVERSITY | 1,000.00 |
| 7/30 | TEXAS TECH HEALTH SCIENCES CENTER | 1,000.00 |
| 7/30 | THE CINCINNATI LIFE INS. CO | 188.13 |
| 7/30 | THE NROC PROJECT | 40,000.00 |
| 7/30 | THE RON CLARK ACADEMY | 2,400.00 |
| 7/30 | TYLER TECHNOLOGIES INC | 115,470.29 |
| 7/30 | UNITED REFRIGERATION | 1,262.94 |
| 7/30 | UNITED STATES CELLULAR CORPORATION | 249.26 |
| 7/30 | UNITED STATES TREASURY | 16,829.50 |
| 7/30 | UNITED WAY OF ODESSA | 5,353.50 |
| 7/30 | UNIVERSE TECHNICAL TRANSLATION INC | 819.73 |
| 7/30 | UNIVERSITY MEDICAL SUPPLY | 1,199.00 |
| 7/30 | VERIZON WIRELESS SERVICES LLC | 4,136.65 |
| 7/30 | VP IMAGING INC | 22,131.90 |
| 7/30 | WATTS EDLEADS CONSULTING LLC | 6,300.00 |
| 7/30 | WEST TEXAS EDUCATORS | 200,659.57 |
| 8/6 | ADA SPORTS AND RACKETS LLC | 48.00 |
| 8/6 | AMANDA ALGATE | 850.00 |
| 8/6 | AMAZON CAPITAL SERVICES | 808.02 |
| 8/6 | ANGELO STATE UNIVERSITY | 600.00 |
| 8/6 | BEVCAP MANAGEMENT LLC | 106,543.11 |
| 8/6 | BIGSPEAK INC | 15,000.00 |
| 8/6 | BLUE STAR BUS SALES LTD | 594.93 |
| 8/6 | CARMEN TORIANO | 340.00 |

| | | |
|---|---|---|
| 8/6 | CHARLES AND LEZIEE CHURCHFIELD | 35,254.80 |
| 8/6 | CODY DOMINGUEZ | 300.00 |
| 8/6 | COMPTROLLER OF PUBLIC ACCOUNTS | 100.00 |
| 8/6 | CROSSROADS FELLOWSHIP GLOBAL, INC. | 10,600.00 |
| 8/6 | DUSTIN R GREENLEE | 1,380.00 |
| 8/6 | ECISD EDUCATION FOUNDATION | 642.70 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 7,422.45 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 5,204.76 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 5,631.89 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 14.00 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 5,037.25 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 60,385.57 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 24,441.31 |
| 8/6 | FIRST FINANCIAL ADMINISTRATORS | 117,131.04 |
| 8/6 | G & G INVESTMENTS INC | 6,143.30 |
| 8/6 | GEORGE F GOMEZ | 5,400.00 |
| 8/6 | GERARDO JIMENEZ | 865.00 |
| 8/6 | GRAINGER | 148.44 |
| 8/6 | GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN | 1,060.00 |
| 8/6 | HOME DEPOT USA INC - STORE #562 | 6,755.57 |
| 8/6 | HUGHES SERVICES FLOORING, LP | 18,040.00 |
| 8/6 | HURT EXTERMINATING | 94,900.00 |
| 8/6 | IMPERIAL BAG & PAPER COMPANY LLC | 2,809.55 |
| 8/6 | INSOURCE INSURANCE GROUP, LLC | 50.00 |
| 8/6 | KEVIN D BALLARD INC | 489.00 |
| 8/6 | JON PHILLIPS | 715.00 |
| 8/6 | JOSE H. RUEDAS | 8,080.00 |
| 8/6 | JUMBURRITO | 1,494.10 |
| 8/6 | KRONOS INC. | 17,345.44 |
| 8/6 | LEASE SERVICING CENTER INC | 23,334.60 |
| 8/6 | LIBERTY PAPER | 24,427.20 |
| 8/6 | LUNCH MONY INC | 362.56 |
| 8/6 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | 13,389.20 |
| 8/6 | MIKE SYVERSON | 114.00 |
| 8/6 | MSB SCHOOL SERVICES LLC | 43.85 |
| 8/6 | N-TUNE MUSIC & SOUND INC | 4,375.00 |
| 8/6 | NIMBUS DRINKING WATER SYSTEMS LTD | 48.00 |
| 8/6 | SEWCO INC | 17,087.76 |
| 8/6 | GINA ALVAREZ | 150.00 |
| 8/6 | LINDA MCMILLAN | 480.00 |
| 8/6 | POM SQUAD DANCE TEAM BOOSTER | 500.00 |
| 8/6 | OTIS ELEVATOR COMPANY INC | 1,867.75 |
| 8/6 | PAULA FAYE EDWARDS | 1,515.00 |
| 8/6 | PENSKE COMMERCIAL VEHICLES US LLC | 934.86 |
| 8/6 | PSI JF PETROLEUM GROUP | 731.16 |
| 8/6 | SACHI TECH INC | 3,300.00 |
| 8/6 | PRECISION BUSINESS MACHINES INC | 1,307.87 |
| 8/6 | REGION 18 EDUCATION SERVICE CENTER | 2,200.00 |
| 8/6 | ROBERTS TRUCK CENTER OF TEXAS | 136.17 |
| 8/6 | ROSAS CAFE / BOBBY COX Co. | 206.60 |

| | | |
|---|---|---|
| 8/6 | RS521 LLC | 19,990.00 |
| 8/6 | SCENARIO LEARNING | 22,114.24 |
| 8/6 | SCOTT MURI | 3,333.33 |
| 8/6 | SOUTHERN MAID DONUTS | 114.00 |
| 8/6 | STEMARCO DESIGN LLC | 191.20 |
| 8/6 | KIRSTEN DANIELLE YBARRA | 3,150.00 |
| 8/6 | SYSCO USA, INC | 18,242.70 |
| 8/6 | TEXAS EXCAVATION SAFETY SYSTEM, INC. | 17.25 |
| 8/6 | TEXAS STATE TEACHERS ASSOCIATION | 33,518.20 |
| 8/6 | TEXAS TECH UNIVERSITY | 1,600.00 |
| 8/6 | TEXAS TECH UNIVERSITY | 600.00 |
| 8/6 | THE MCCRELESS COMPANY | 1,040.44 |
| 8/6 | TODD NICHOLAS FOX | 2,787.24 |
| 8/6 | UNITED REFRIGERATION | 93.33 |
| 8/6 | UNITED RENTALS (NORTH AMERICA), INC. | 741.14 |
| 8/6 | UNIVERSITY OF TX-PERMIAN BASIN | 1,000.00 |
| 8/6 | VERNIER SOFTWARE & TECHNOLOGY | 285,682.62 |
| 8/6 | WEIDNER & PHILLIPS LTD BY F & B OPERATORS | 1,414.40 |
| 8/6 | YARELY ORONA | 750.00 |
| 8/13 | 806 TECHNOLOGIES INC. | 26,400.00 |
| 8/13 | ABEL AVILA | 252.00 |
| 8/13 | ADVANCE STORES COMPANY , INC. | 408.84 |
| 8/13 | AIRGAS USA LLC | 7,296.93 |
| 8/13 | AIRGAS USA LLC | 82.00 |
| 8/13 | ALBERT J VALENCIA | 104.86 |
| 8/13 | ALLEN TEINERT CONSTRUCTION | 199,753.82 |
| 8/13 | AMAZON CAPITAL SERVICES | 8,126.71 |
| 8/13 | ANGELLE MUNDIA | 10.00 |
| 8/13 | APPLE, INC | 4,554.00 |
| 8/13 | APRIL VALENZUELA | 500.00 |
| 8/13 | ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. | 10,761.83 |
| 8/13 | ASHLEY ROJO | 56.98 |
| 8/13 | AT&T | 75.50 |
| 8/13 | AT&T | 1,816.91 |
| 8/13 | AT&T | 132.66 |
| 8/13 | ATHLETIC SUPPLY INC | 1,361.57 |
| 8/13 | ATMOS ENERGY | 8,364.25 |
| 8/13 | BRAZOS DOOR & HARDWARE | 6,500.00 |
| 8/13 | BROOKWOOD FARMS, INC. | 7,072.00 |
| 8/13 | CABLE ONE, INC. | 996.99 |
| 8/13 | CABLE ONE, INC. | 996.99 |
| 8/13 | CALFED FINANCIAL CORPORATION | 30,766.80 |
| 8/13 | CALPINE CORPORATION | 171.57 |
| 8/13 | CASA ORTIZ RESTAURANT & CATERING LLC | 1,637.88 |
| 8/13 | CASEY GREGORY | 500.00 |
| 8/13 | CHANTAL HERNANDEZ | 25.06 |
| 8/13 | CHARLES AND LEZIEE CHURCHFIELD | 7,520.80 |
| 8/13 | CHARLES OLIVIER | 1,000.00 |
| 8/13 | NBCEC INC | 961.00 |
| 8/13 | CHRISTOPHER SOTO | 500.00 |

| | | |
|---|---|---|
| 8/13 | CITY OF ODESSA | 4,666.67 |
| 8/13 | CITY OF ODESSA WATER DEPT | 218,471.61 |
| 8/13 | CODY DOMINGUEZ | 79.90 |
| 8/13 | CODY DOMINGUEZ | 500.00 |
| 8/13 | CODY DOMINGUEZ | 450.00 |
| 8/13 | CODY GULLETT | 64.54 |
| 8/13 | COPPERHEAD ELECTRIC SERVICES LLC | 18,700.00 |
| 8/13 | CUSTOM WHOLESALE SUPPLY INC | 2,866.49 |
| 8/13 | CYNTHIA SUE BISHOP | 4,500.00 |
| 8/13 | CYNTHIA SUE BISHOP | 2,000.00 |
| 8/13 | DANA SAFETY SUPPLY | 15,069.84 |
| 8/13 | DANIEL BUSTAMANTE | 126.14 |
| 8/13 | DASH EDUCATION SOLUTIONS LLC | 1,920.00 |
| 8/13 | DS WATERS OF AMERICA INC | 111.60 |
| 8/13 | ECTOR COUNTY UTILITY DISTRICT | 10,995.84 |
| 8/13 | EDUCATION RESOURCE STRATEGIES INC | 12,500.00 |
| 8/13 | EFREN ZUNIGA | 15.89 |
| 8/13 | EIS HOLDING LLC | 38,444.00 |
| 8/13 | ENGINEER YOUR WORLD | 2,000.00 |
| 8/13 | ESGI, LLC | 2,590.00 |
| 8/13 | EVERWAY HOLDCO LLC | 64,810.63 |
| 8/13 | FOLLETT CONTENT SOLUTIONS LLC | 194.87 |
| 8/13 | FRED HOWARD | 36.54 |
| 8/13 | G H DAIRY | 17,139.33 |
| 8/13 | G & G INVESTMENTS INC | 1,080.90 |
| 8/13 | GERARDO JIMENEZ | 2,920.00 |
| 8/13 | GILLIAN HERRERA | 450.00 |
| 8/13 | GOLD CREEK FOODS | 11,791.36 |
| 8/13 | GRAINGER | 4,247.96 |
| 8/13 | RITCHIE VINCENT INC | 56.00 |
| 8/13 | IMPACT CONSULTANTS INC | 6,000.00 |
| 8/13 | IMPERIAL BAG & PAPER COMPANY LLC | 9,614.39 |
| 8/13 | INDUSTRIAL COMMUNICATIONS | 4,908.15 |
| 8/13 | INSOURCE INSURANCE GROUP, LLC | 71.57 |
| 8/13 | INTEGRAL MATHEMATICS INC | 6,845.00 |
| 8/13 | INTEGRAL MATHEMATICS INC | 1,397.00 |
| 8/13 | JEFF DANIELS | 1,385.19 |
| 8/13 | JOSE ANGEL FLORES | 500.00 |
| 8/13 | JOSE BENAVIDES | 8,000.00 |
| 8/13 | JOSE RAPHAEL MASONSONG | 118.79 |
| 8/13 | JOSHUA BRAINARD | 1,125.00 |
| 8/13 | JOY PRODUCTS OF CALIFORNIA INC | 6,644.10 |
| 8/13 | JUMBURRITO | 705.61 |
| 8/13 | KATELYN WATTS | 200.00 |
| 8/13 | KYRSTEN NALL | 726.60 |
| 8/13 | LEAD4WARD LLC | 5,500.00 |
| 8/13 | LEASE SERVICING CENTER INC | 33,818.69 |
| 8/13 | LENNOX INDUSTRIES INC | 1,131.00 |
| 8/13 | LITHIA CO. INC. | 2,770.73 |
| 8/13 | LIVESCHOOL INC | 1,960.00 |

| | | |
|---|---|---|
| 8/13 | LONE STAR LEARNING | 3,283.00 |
| 8/13 | MARK JOSHUA G.STODOMINGO | 200.76 |
| 8/13 | MARLIN LEASING CORPORATION | 953.65 |
| 8/13 | MIGHTY WASH OPERATIONS LLC | 1,650.00 |
| 8/13 | MIKE SYVERSON | 641.75 |
| 8/13 | N-TUNE MUSIC & SOUND INC | 1,881.75 |
| 8/13 | NAYELI OLIVAREZ | 92.54 |
| 8/13 | NCS PEARSON INC | 5,150.00 |
| 8/13 | NEXTGEN SECURITY | 275,823.88 |
| 8/13 | NIMBUS DRINKING WATER SYSTEMS LTD | 785.50 |
| 8/13 | THE NONPROFIT MANAGEMENT CENTER OF THE | 750.00 |
| 8/13 | ODESSA COLLEGE | 1,050.00 |
| 8/13 | PAUL HESTON KING | 2,030.00 |
| 8/13 | SEWCO INC | 4,941.81 |
| 8/13 | OLIVIA PORRAS | 98.14 |
| 8/13 | ONCE RAMOS LLC | 2,028.75 |
| 8/13 | SHELLY BROWN | 599.00 |
| 8/13 | OTIS ELEVATOR COMPANY INC | 12,894.14 |
| 8/13 | PATHWAYZ COMMUNICATIONS INC | 5,444.34 |
| 8/13 | SHANNON D GAYLOR | 124.92 |
| 8/13 | PETROPLEX OFFICE SUPPLY, INC. | 37,842.95 |
| 8/13 | PRECISION BUSINESS MACHINES INC | 2,175.69 |
| 8/13 | PROJECT LEAD THE WAY INC | 6,550.00 |
| 8/13 | REGION 18 EDUCATION SERVICE CENTER | 2,500.00 |
| 8/13 | ROBERTS TRUCK CENTER OF TEXAS | 88.00 |
| 8/13 | ROSS JOHN  LARA | 54.11 |
| 8/13 | RUBEN GARCIA | 94.64 |
| 8/13 | SARAH RODRIQUEZ | 53.20 |
| 8/13 | SCHOOLMINT INC | 220,809.75 |
| 8/13 | SCOTT WALKER | 234.78 |
| 8/13 | STEMARCO DESIGN LLC | 63.70 |
| 8/13 | STEVE GOFF PHOTOGRAPHY | 325.00 |
| 8/13 | STROBEL EDUCATION | 6,000.00 |
| 8/13 | STS BRAND LLC | 728.45 |
| 8/13 | SYSCO USA, INC | 5,597.02 |
| 8/13 | TEACHER CREATED MATERIALS INC | 5,500.00 |
| 8/13 | TEXAS A&M UNIVERSITY | 1,000.00 |
| 8/13 | TEXAS STATE UNIVERSITY | 1,000.00 |
| 8/13 | TEXAS TECH UNIVERSITY K-12 | 120.00 |
| 8/13 | THE DBQ PROJECT | 23,600.00 |
| 8/13 | THIS IS LANGUAGE LTD | 19,800.00 |
| 8/13 | TYSON PREPARED FOOD, INC. | 59,018.40 |
| 8/13 | UNITED REFRIGERATION | 832.51 |
| 8/13 | UNIVERSITY OF TX-PERMIAN BASIN | 1,000.00 |
| 8/13 | VERIZON WIRELESS SERVICES LLC | 3,890.23 |
| 8/13 | VITAL SIGNS DOT DESIGN LLC | 3,922.40 |
| 8/13 | WALLWISHER INC | 1,000.00 |
| 8/13 | WEST GULF CONTAINERS LLC | 3,150.00 |
| 6/16 | PCARX LLC | 120,555.64 |
| 6/16 | AETNA LIFE INSURANCE COMPANY | 443,611.25 |

| | | |
|---|---|---|
| 6/23 | PCARX LLC | 169,754.74 |
| 6/23 | AETNA LIFE INSURANCE COMPANY | 806,758.99 |
| 6/26 | VERUSRX LLC | 89,144.65 |
| 6/30 | AETNA LIFE INSURANCE COMPANY | 428,802.44 |
| 6/30 | PCARX LLC | 171,225.83 |
| 7/18 | PCARX LLC | 85,358.05 |
| 7/18 | AETNA LIFE INSURANCE COMPANY | 408,840.71 |
| 7/14 | PCARX LLC | 37,741.42 |
| 7/14 | PCARX LLC | 132,241.14 |
| 7/14 | AETNA LIFE INSURANCE COMPANY | 724,196.65 |
| 7/14 | AETNA LIFE INSURANCE COMPANY | 245,922.24 |
| 7/17 | UTPB | 263,294.00 |
| 7/21 | AETNA LIFE INSURANCE COMPANY | 557,642.43 |
| 7/21 | CAREATC INC | 92,534.37 |
| 7/21 | CAREATC INC | 7,222.22 |
| 7/24 | VERUSRX LLC | 91,453.78 |
| 7/24 | CAREATC INC | 1,612.00 |
| 7/24 | CAREATC INC | 7,053.54 |
| 7/28 | PCARX LLC | 19,028.00 |
| 7/28 | PCARX LLC | 173,975.39 |
| 7/29 | AETNA LIFE INSURANCE COMPANY | 398,020.89 |
| 7/31 | CAREATC INC | 7,237.67 |
| 7/31 | CAREATC INC | 3,640.00 |
| | TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT | 1418 |
| | TOTAL AMOUNT WRITTEN FOR DISTRICT | $ 37,632,528.91 |

# REQUEST FOR APPROVAL OF ACCEPTANCE OF DONATIONS OVER $10,000

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

| Amount | Fund | From | Description |
|---|---|---|---|
| $13,500 | 199 | Diamondback Energy | Funding for Gifted & Talented Super Saturday/Chess for Champs. |
| $19,000 | 199 | OHS Band Booster Club | Trailer for Odessa High School band to haul band equipment. |
| $33,500 | 199 | USTA | Permian High School tennis courts. |
| $972,000 | 199 | Permian Strategic Partnership | ST Math software license. |
| | | | |
| | | | |
| | | | |
| | | | |

_____ _____

Board Approval Date

# REQUEST FOR APPROVAL ANNUAL INVESTMENT REPORT

Attached is the Annual Investment Report of the Ector County Independent School District, for the year ending June 30, 2025. This report consolidates the investment requirements mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review, approval of training sessions from independent sources, and selection of broker/dealers and investment officers for the 2024-2025 fiscal year.

**********

Administrative Recommendation:

Approval of Annual Investment Report

Year Ended
June 30, 2025

# INVESTMENT REPORT

## ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

OUR students...THE future

# TABLE OF CONTENTS


Letter of Transmittal 1

Summary Statement of Position by Fund 3
Chart - Investment by Fund

Summary Statement of Position by Type 4
Chart - Investment by Type

Summary Investment Earnings and Rates 5
Chart - Interest Earned
Chart - 3-Year Comparison - Interest Earned
Chart - 3-Year Comparison - Average Interest Rates
Chart - 3-Year Texpool Interest Rates

Detail Report of Investments 8

Investment Policy 10

Investment Officers/Committee 37

Investment Sources 38

Investment Training 39

Glossary 40

# ANNUAL INVESTMENT REPORT

The Annual Investment Report (AIR) of the Ector County Independent School District (School District) for the year ended June 30, 2025, is submitted for your review and approval. This report will consolidate the investment requirements that are mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review and approval of training sessions from independent sources and selection of broker/dealers, and selection of investment officers for the 2024-2025 fiscal year.

## INVESTMENT REPORT

The School District investment portfolio, at amortized book value, shows an increase of approximately $1.74 million, from $413.3 million in FY 2023-2024 to $415 million in FY 2024-2025. The general fund investments increased approximately $11.9 million from the prior year due to an increase in average daily attendance. The school nutrition fund increased approximately $1.2 million due to the transfer of fund balance and cumulative interest earnings throughout the year. The debt service fund increased by $23.1 million, primarily due to the strategic preparation for planned bond prepayments scheduled for the first quarter of the upcoming fiscal year. The capital projects fund decreased by $30.97 million due to payments made for bond projects associated with Proposition A items. The medical trust fund investments decreased $1.9 million due to timing of claims. The insurance recovery fund decreased by approximately $7.42 million from $10.85 million in fiscal year 2023-2024 to approximately $3.43 million in fiscal year 2024-2025 as a result of earthquake and hail damage repairs. Special funds increased by $5.1 million due primarily to CTE Center donation as well as earned interest rates. The total combined increase of the worker's compensation fund and the Chapter 313 fund of approximately $718.9 is attributed to cumulative interest earnings.

Interest rates decreased during the 2024-2025 twelve-month period. Using the TexPool interest rates as a benchmark, the 2024-2025 average earning rate was 4.6671%, a decrease from 5.3150%, the average rate for fiscal period 2023-2024.

## INVESTMENT POLICY

As required by the Public Funds Investment Act, Texas Government Code {2256.005(e)}, the governing body of an investing entity shall review its investment policy and strategies not less than annually. As a part of the Annual Investment Report, we ask that the Board review and approve the investment policy. There are no major changes to the Investment Policy as presented. The investment policy begins on page 10 of the AIR.

## INVESTMENT OFFICERS

As required by the Public Funds Investment Act, Texas Government Code {2256.005(f)}, the governing body shall designate one or more officers or employees as investment officers to be responsible for the investment of its funds. We ask that the Board review and approve the investment officers for the fiscal year 2025-2026. The recommendations for investment officers are located on page 37 of the AIR.

## INVESTMENT SOURCES

As required by the Public Funds Investment Act, Texas Government Code {2256.025}, at least annually, review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the School District. The recommendations for authorized brokers are shown on page 38.

## INVESTMENT TRAINING SOURCES

As required by the Public Funds Investment Act, Texas Government Code {2256.008(g)}, investment officer(s) shall attend investment training from an independent source approved by the governing board. On page 39 of the AIR is a listing for your review and approval.

## GENERAL STATEMENTS

The General Accounting Standards Board (GASB) GASB 31, requires that investments be reported at fair market value (FMV) except for money market investments, investments with maturities less than 12 months at the time of purchase and nonparticipating contracts (CD's).

**********

We, the approved investment officers of Ector County Independent School District, hereby certify that the following Annual Investment Report represents the investment position of the School District as of June 30, 2025, in compliance with the Board approved Investment Policy, the Public Funds Investment Act, Texas Government Code (Chapter 2256) and generally accepted accounting principles (GAAP).

Prepared by: Morgan Eaton, Director of Finance Signature on File

Albessa Chavez, Chief Financial Officer Signature on File

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

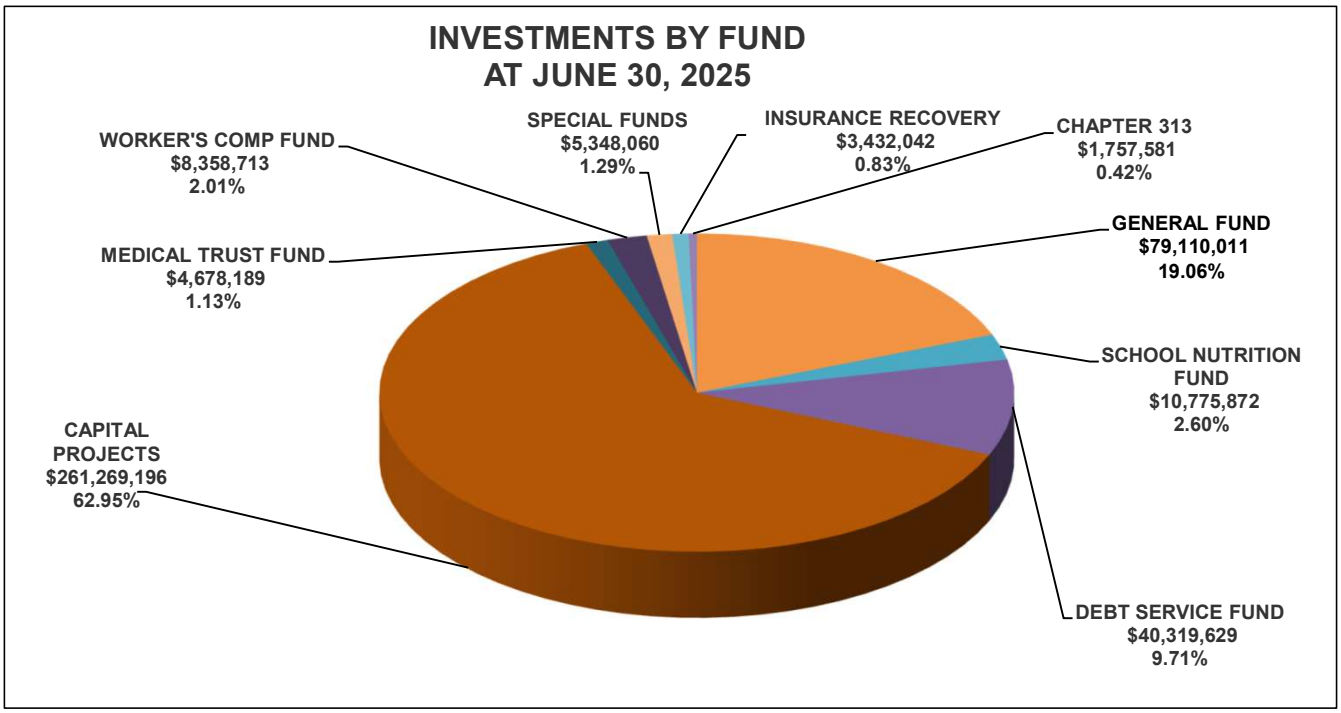
**ANNUAL REPORT OF INVESTMENTS BY FUND**
**WITH COMPARATIVE TOTALS**
**FOR THE YEAR ENDED JUNE 30, 2025**

**(UNAUDITED)**

| ALL FUNDS | AMORTIZED BOOK VALUE | % | MARKET (FAIR VALUE) | UNREALIZED GAIN (LOSS) | INTEREST EARNED |
|---|---|---|---|---|---|
| GENERAL FUND | $ 79,110,011 | 19.06% | $ 79,110,011 | $ - | $ 4,656,892 |
| SCHOOL NUTRITION FUND | 10,775,872 | 2.60% | 10,775,872 | - | 458,544 |
| DEBT SERVICE FUND | 40,319,629 | 9.71% | 40,319,629 | - | 1,025,019 |
| CAPITAL PROJECTS | 261,269,196 | 62.95% | 261,269,196 | - | 13,552,939 |
| MEDICAL TRUST FUND | 4,678,189 | 1.13% | 4,678,189 | - | 222,568 |
| WORKER'S COMP FUND | 8,358,713 | 2.01% | 8,358,713 | - | 394,221 |
| SPECIAL FUNDS | 5,348,060 | 1.29% | 5,348,060 | - | 70,951 |
| INSURANCE RECOVERY | 3,432,042 | 0.83% | 3,432,042 | - | 157,910 |
| CHAPTER 313 | 1,757,581 | 0.42% | 1,757,581 | - | 74,490 |
| TOTAL | $ 415,049,293 | 100.00% | $ 415,049,293 | $ - | $ 20,613,534 |

**PRIOR YEAR COMPARISON**

| ALL FUNDS | 2024 - 2025 AMORTIZED BOOK VALUE | 2023 - 2024 AMORTIZED BOOK VALUE | CHANGE | PERCENT CHANGE |
|---|---|---|---|---|
| GENERAL FUND | $ 79,110,011 | $ 67,205,285 | $ 11,904,726 | 17.71% |
| SCHOOL NUTRITION FUND | 10,775,872 | 9,608,867 | 1,167,005 | 12.15% |
| DEBT SERVICE FUND | 40,319,629 | 17,206,002 | 23,113,627 | 134.33% |
| CAPITAL PROJECTS | 261,269,196 | 292,234,974 | (30,965,778) | -10.60% |
| MEDICAL TRUST FUND | 4,678,189 | 6,529,313 | (1,851,124) | -28.35% |
| WORKER'S COMP FUND | 8,358,713 | 8,066,156 | 292,557 | 3.63% |
| SPECIAL FUNDS | 5,348,060 | 269,519 | 5,078,541 | 1884.30% |
| INSURANCE RECOVERY | 3,432,042 | 10,855,750 | (7,423,708) | -68.39% |
| CHAPTER 313 | 1,757,581 | 1,331,208 | 426,373 | 32.03% |
| TOTAL | $ 415,049,293 | $ 413,307,074 | $ 1,742,219 | 0.42% |



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

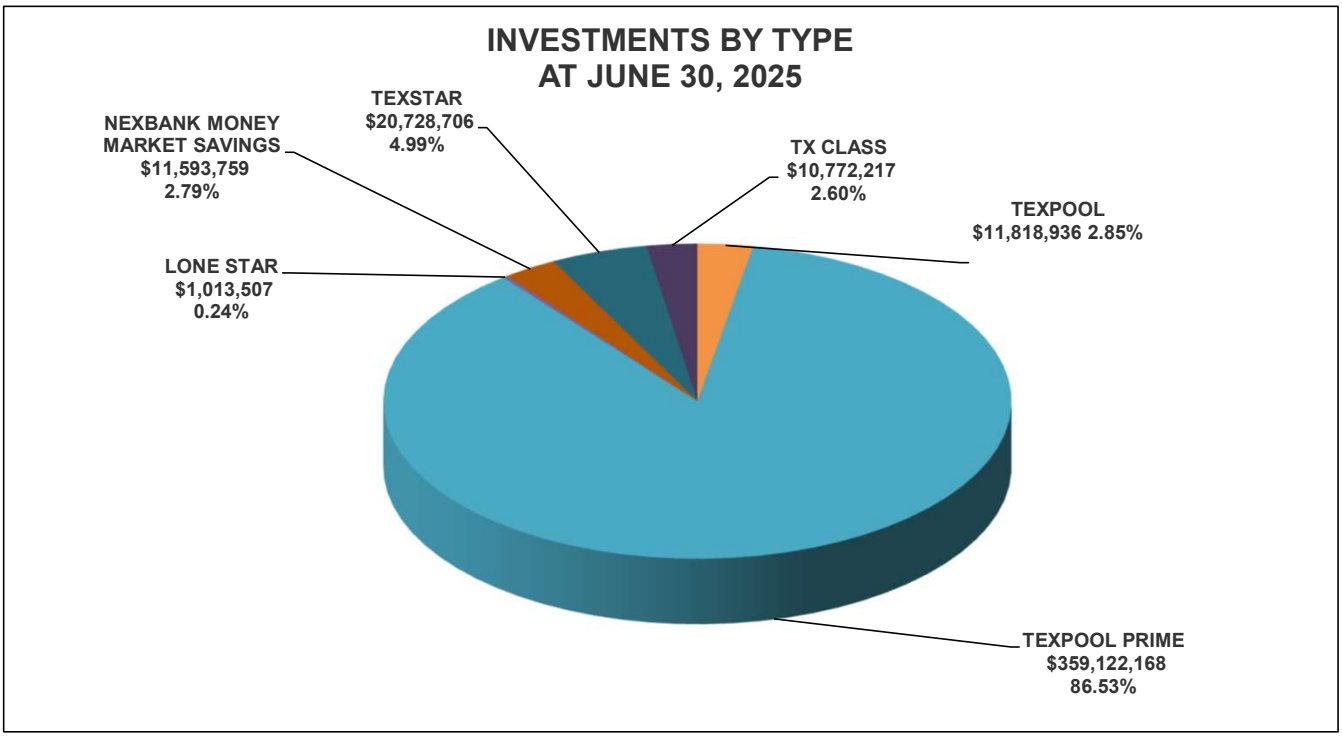
**ANNUAL REPORT OF INVESTMENTS BY TYPE**
**WITH COMPARATIVE TOTALS**
**FOR THE YEAR ENDED JUNE 30, 2025**

**(UNAUDITED)**

| ALL INVESTMENTS | AMORTIZED BOOK VALUE | % | MARKET (FAIR VALUE) | UNREALIZED GAIN (LOSS) | INTEREST EARNED |
|---|---|---|---|---|---|
| TEXPOOL | $ 11,818,936 | 2.85% | $ 11,818,936 | $ - | $ 770,716 |
| TEXPOOL PRIME | 359,122,168 | 86.53% | 359,122,168 | - | 16,603,029 |
| LONE STAR | 1,013,507 | 0.24% | 1,013,507 | - | 46,012 |
| NEXBANK MONEY MARKET SAVINGS | 11,593,759 | 2.79% | 11,593,759 | - | 547,162 |
| TEXSTAR | 20,728,706 | 4.99% | 20,728,706 | - | 940,176 |
| TEXAS CLASS | 10,772,217 | 2.60% | 10,772,217 | - | 1,706,439 |
| TOTAL | $ 415,049,293 | 100.00% | $ 415,049,293 | $ - | $ 20,613,534 |

**PRIOR YEAR COMPARISON**

| ALL INVESTMENTS | 2024 - 2025 AMORTIZED BOOK VALUE | 20223 - 2024 AMORTIZED BOOK VALUE | CHANGE | PERCENT CHANGE |
|---|---|---|---|---|
| TEXPOOL | $ 11,818,936 | $ 31,298,178 | $ (19,479,242) | -62.24% |
| TEXPOOL PRIME | 359,122,168 | 342,445,304 | 16,676,864 | 4.87% |
| LONE STAR | 1,013,507 | 967,495 | 46,012 | 4.76% |
| NEXBANK MONEY MARKET SAVINGS | 11,593,759 | 11,046,598 | 547,162 | 4.95% |
| TEXSTAR | 20,728,706 | 19,706,879 | 1,021,827 | 5.19% |
| TEXAS CLASS | 10,772,217 | 7,842,620 | 2,929,597 | 37.35% |
| TOTAL | $ 415,049,293 | $ 413,307,074 | $ 1,742,220 | 0.42% |



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**ANNUAL REPORT OF EARNINGS**
**JULY 1, 2024 THRU JUNE 30, 2025**

## SUMMARY INVESTMENT EARNINGS

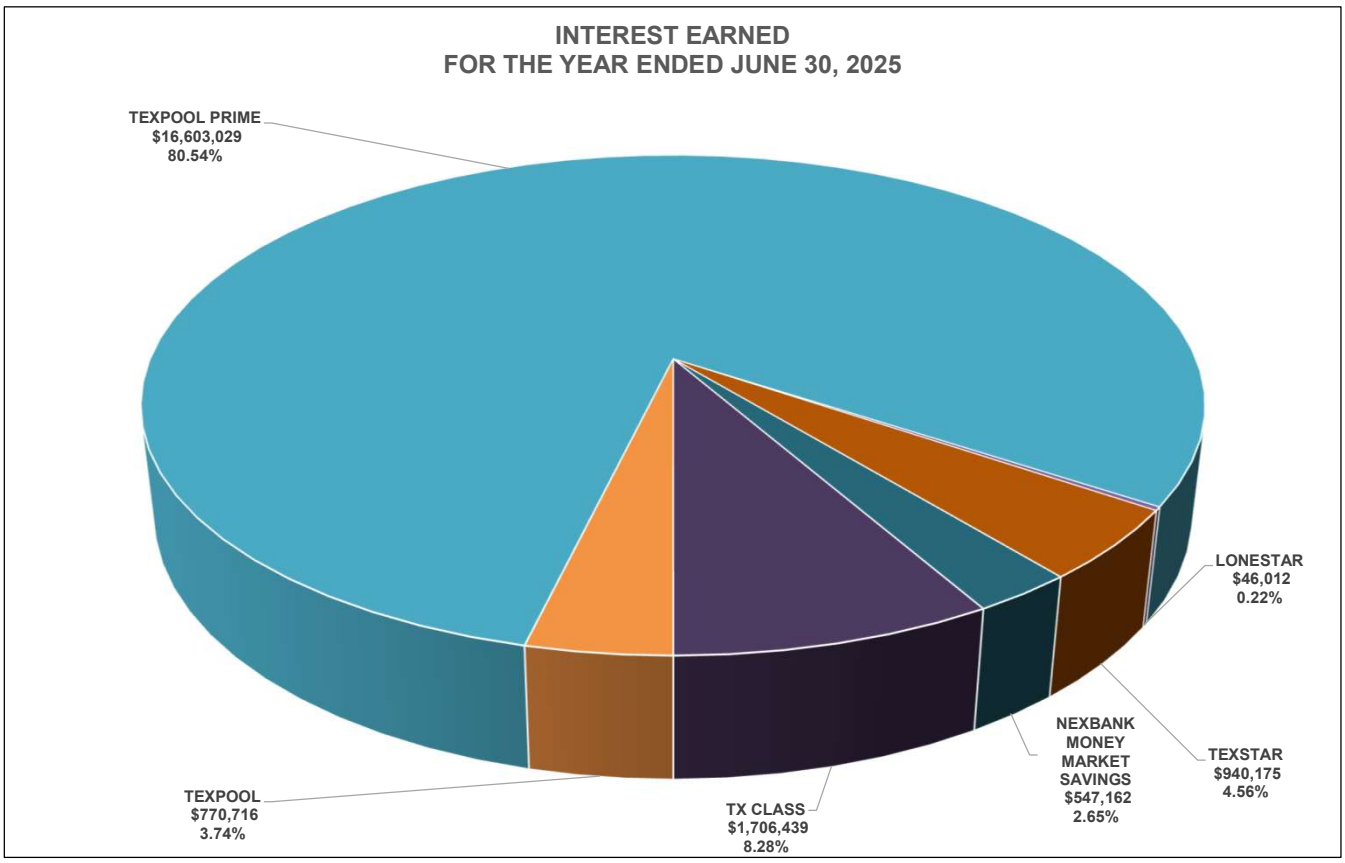
**(UNAUDITED)**

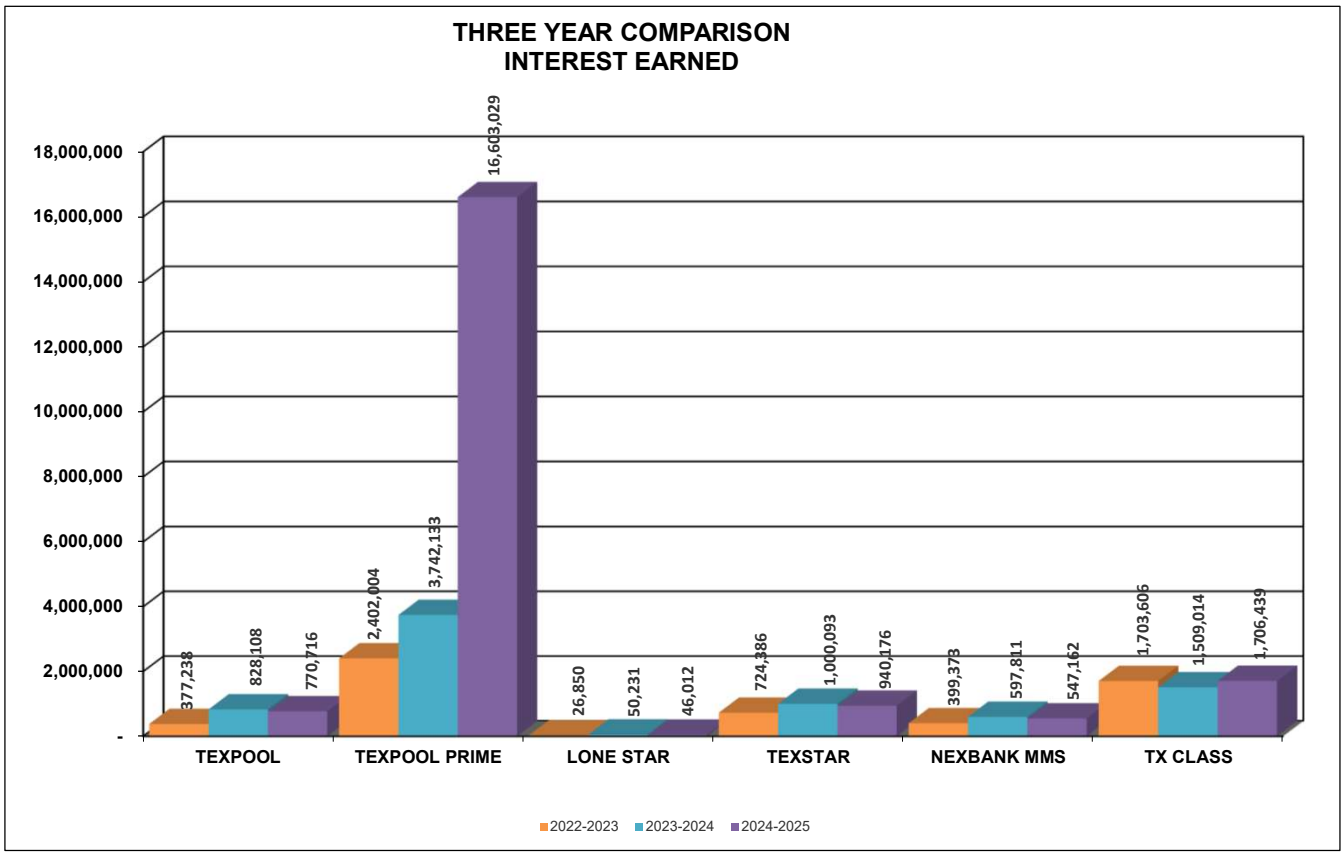
| FUND | TEXPOOL | TEXPOOL PRIME | LONE STAR | TEXSTAR | NEXBANK MONEY MARKET SAVINGS | TEXAS CLASS | TOTAL |
|---|---|---|---|---|---|---|---|
| GENERAL | $ 299,226 | $ 1,384,185 | $ 12,105 | $ 782,265 | $ 547,162 | $ 1,631,949 | $ 4,656,892 |
| SCHOOL NUTRITION FUND | 458,544 | - | - | - | - | - | 458,544 |
| DEBT SERVICE | - | 1,025,019 | - | - | - | - | 1,025,019 |
| CAPITAL PROJECTS | - | 13,552,939 | - | - | - | - | 13,552,939 |
| MEDICAL TRUST | - | 222,568 | - | - | - | - | 222,568 |
| WORKER'S COMP | - | 360,314 | 33,907 | - | - | - | 394,221 |
| SPECIAL FUNDS | 12,946 | 58,005 | - | - | - | - | 70,951 |
| INSURANCE REC | - | - | - | 157,910 | - | - | 157,910 |
| CHAPTER 313 | - | - | - | - | - | 74,490 | 74,490 |
| | $ 770,716 | $ 16,603,030 | $ 46,012 | $ 940,175 | $ 547,162 | $ 1,706,439 | $ 20,613,534 |
| PERCENT OF TOTAL | 3.74% | 80.54% | 0.22% | 4.56% | 2.65% | 8.28% | 100.00% |

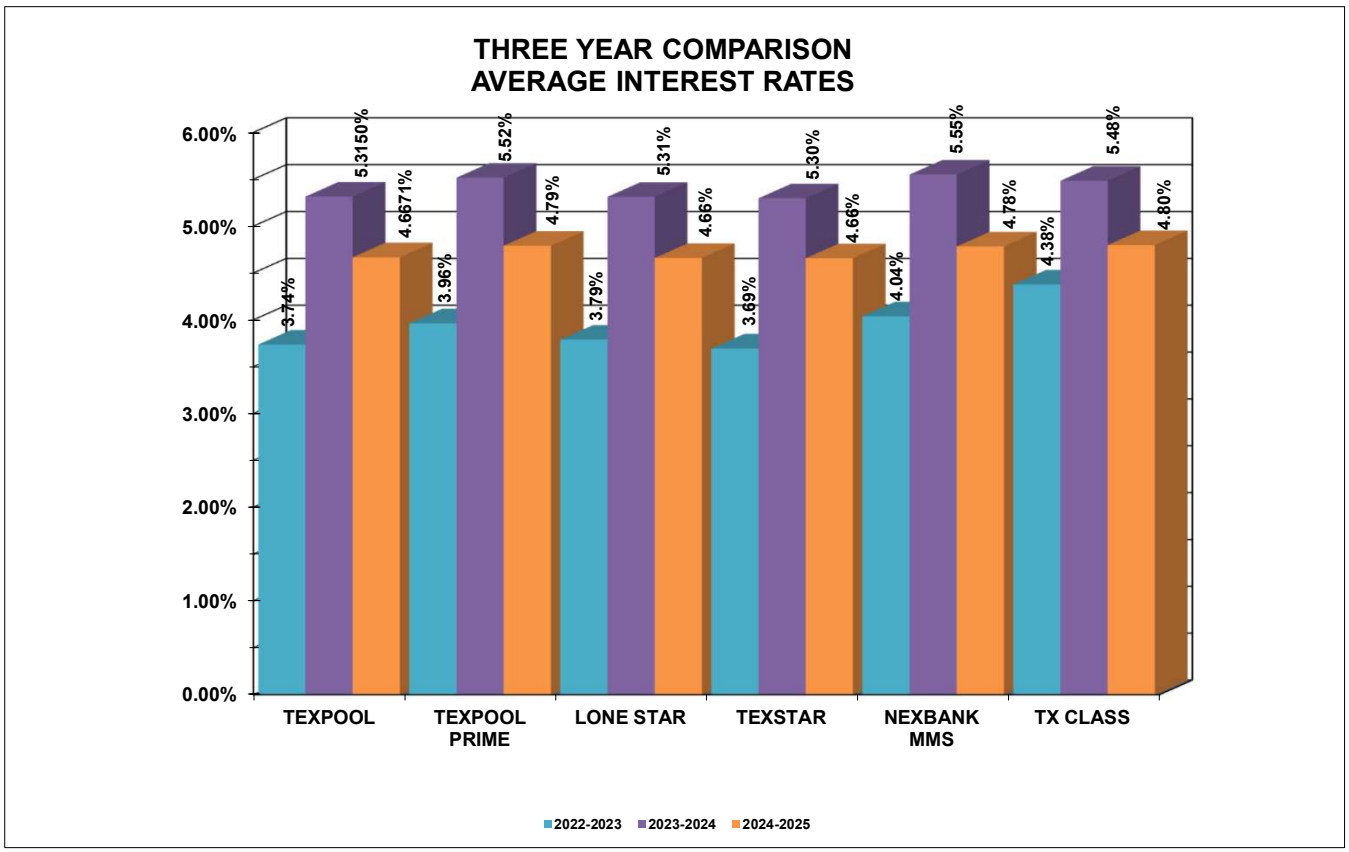
## SUMMARY OF VARIOUS EARNINGS RATES

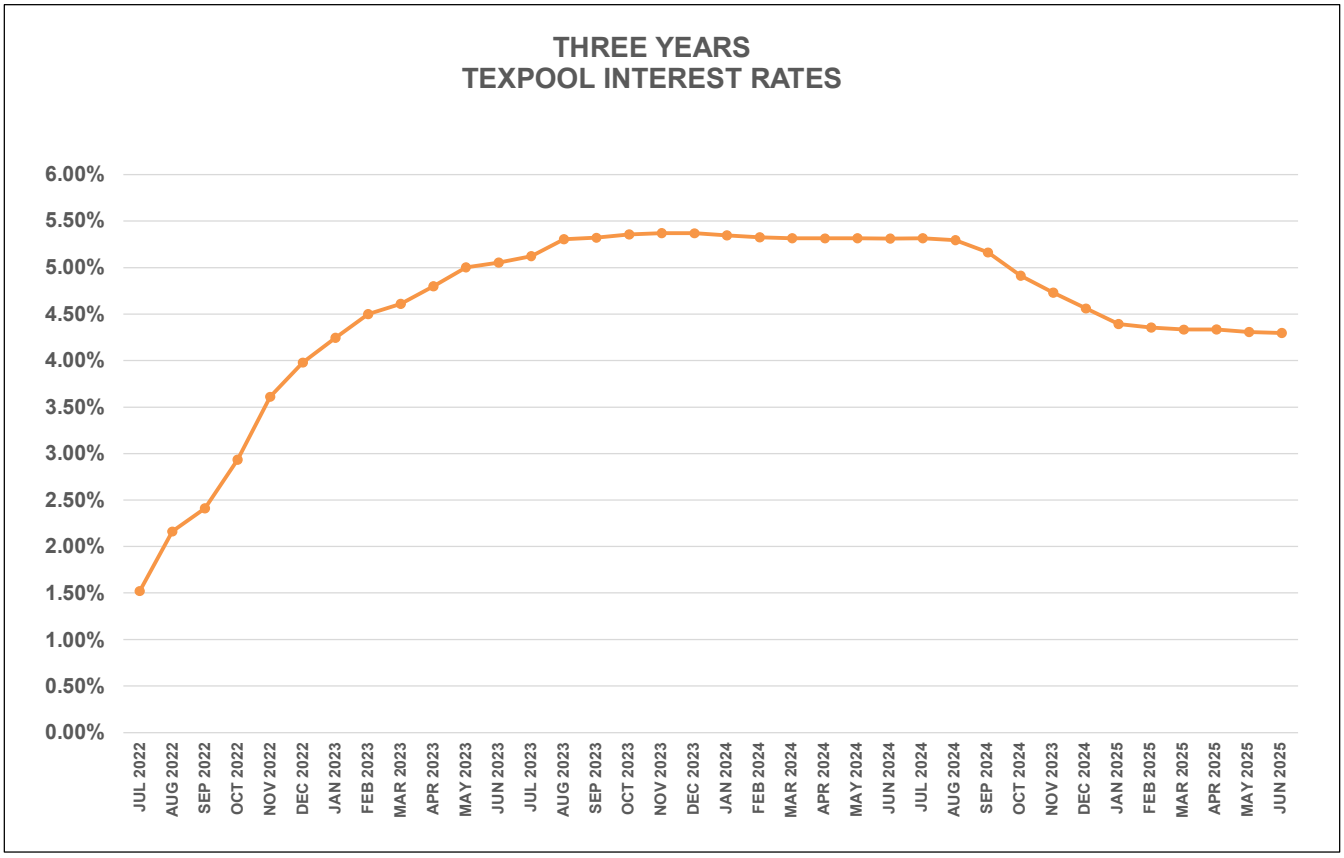
| PERIOD | TEXPOOL | TEXPOOL PRIME | LONE STAR | TEXSTAR | NEXBANK MONEY MARKET SAVINGS | TEXAS CLASS | COMPARISON 90 DAY T-BILL |
|---|---|---|---|---|---|---|---|
| JULY 2024 | 5.3173% | 5.4594% | 5.3310% | 5.3131% | 5.5500% | 5.4477% | 5.2300% |
| AUGUST 2024 | 5.2977% | 5.4434% | 5.3175% | 5.2939% | 5.5000% | 5.4314% | 5.0900% |
| SEPTEMBER 2024 | 5.1637% | 5.2797% | 5.1719% | 5.1324% | 5.0000% | 5.2917% | 4.8500% |
| OCTOBER 2024 | 4.9130% | 4.9902% | 4.9035% | 4.8722% | 5.0000% | 5.0420% | 4.5400% |
| NOVEMBER 2024 | 4.7302% | 4.8324% | 4.7012% | 4.7112% | 4.8000% | 4.8835% | 4.4300% |
| DECEMBER 2024 | 4.5610% | 4.6947% | 4.5382% | 4.5642% | 4.5500% | 4.7464% | 4.2900% |
| JANUARY 2025 | 4.3919% | 4.5206% | 4.3483% | 4.3896% | 4.5500% | 4.5419% | 4.2200% |
| FEBRUARY 2025 | 4.3555% | 4.4848% | 4.3496% | 4.3625% | 4.5500% | 4.4943% | 4.2300% |
| MARCH 2025 | 4.3345% | 4.4688% | 4.3260% | 4.3394% | 4.5000% | 4.4379% | 4.1900% |
| APRIL 2025 | 4.3355% | 4.4547% | 4.3271% | 4.3288% | 4.5000% | 4.4362% | 4.2200% |
| MAY 2025 | 4.3077% | 4.4310% | 4.3023% | 4.2954% | 4.4500% | 4.4083% | 4.2200% |
| JUNE 2025 | 4.2970% | 4.4280% | 4.2993% | 4.2843% | 4.4500% | 4.4021% | 4.2600% |
| AVERAGE FOR PERIOD | 4.6671% | 4.7906% | 4.6597% | 4.6573% | 4.7833% | 4.7970% | 4.4808% |
| | (2) | (2) | (2) | (2) | (2) | (2) | (3) |
| PRIOR PERIOD AVERAGE | 5.3150% | 5.5168% | 5.3124% | 5.2969% | 5.5500% | 5.4841% | 5.3042% |
| | (2) | (2) | (2) | (2) | (2) | (2) | (3) |

**NOTES:**
(1) WEIGHED AVERAGE YIELD
(2) SIMPLE INTEREST RATES
(3) FIRST AUCTION OF MONTH: SOURCE WSJ


INTEREST EARNED
FOR THE YEAR ENDED JUNE 30, 2025
TEXPOOL PRIME
$16,603,029
80.54%
LONESTAR
$46,012
0.22%
NEXBANK
MONEY
MARKET
SAVINGS
$547,162
2.65%
TEXSTAR
$940,175
4.56%
TEXPOOL
$770,716
3.74%
TX CLASS
$1,706,439
8.28%


THREE YEAR COMPARISON
INTEREST EARNED
18,000,000
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
377,238
828,108
770,716
2,402,004
3,742,133
16,603,029
26,850
50,231
46,012
724,386
1,000,093
940,176
399,373
597,811
547,162
1,703,606
1,509,014
1,706,439
TEXPOOL
TEXPOOL PRIME
LONE STAR
TEXSTAR
NEXBANK MMS
TX CLASS
2022-2023
2023-2024
2024-2025


THREE YEAR COMPARISON
AVERAGE INTEREST RATES
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
3.74%
5.3150%
4.6671%
3.96%
5.52%
4.79%
3.79%
5.31%
4.66%
3.69%
5.30%
4.66%
4.04%
5.55%
4.78%
4.38%
5.48%
4.80%
TEXPOOL
TEXPOOL PRIME
LONE STAR
TEXSTAR
NEXBANK MMS
TX CLASS
2022-2023
2023-2024
2024-2025


THREE YEARS
TEXPOOL INTEREST RATES
6.00%
5.50%
5.00%
4.50%
4.00%
3.50%
3.00%
2.50%
2.00%
1.50%
1.00%
0.50%
0.00%
JUL 2022
AUG 2022
SEP 2022
OCT 2022
NOV 2022
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023
JAN 2024
FEB 2024
MAR 2024
APR 2024
MAY 2024
JUN 2024
JUL 2024
AUG 2024
SEP 2024
OCT 2024
NOV 2023
DEC 2024
JAN 2025
FEB 2025
MAR 2025
APR 2025
MAY 2025
JUN 2025

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**ANNUAL REPORT OF INVESTMENTS**
**FOR THE PERIOD FROM JULY 1, 2024 THRU JUNE 30, 2025**

| | BEGINNING BALANCE @ COST | No. | ADDITIONS AMOUNT | No. | DEDUCTIONS AMOUNT | INTEREST EARNED | ENDING BALANCE @ COST | % | AMORTIZED BOOK VALUE | MARKET (FAIR VALUE) | UNREALIZED GAIN (LOSS) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **TEXPOOL** | | | | | | | | | | | |
| GENERAL FUND | $ 21,419,791.79 | 282 | 234,985,728.62 | 48 | 255,951,736.85 | 299,225.68 | $ 753,009.24 | 6.37% | $ 753,009.24 | $ 753,009.24 | $ - |
| SCHOOL NUTRITION FUND | 9,608,867.35 | 1 | 708,460.54 | 0 | - | 458,544.32 | 10,775,872.21 | 91.17% | 10,775,872.21 | 10,775,872.21 | - |
| SPECIAL FUNDS | 269,518.85 | 9 | 13,137.63 | 4 | 5,548.11 | 12,946.40 | 290,054.77 | 2.45% | 290,054.77 | 290,054.77 | - |
| TEXPOOL | $ 31,298,177.99 | 292 | 235,707,326.79 | 52 | 255,957,284.96 | 770,716.40 | $ 11,818,936.22 | 100.00% | $ 11,818,936.22 | $ 11,818,936.22 | $ - |
| % OF GRAND TOTAL | 7.57% | | | | | | 2.85% | | | | |
| **TEXPOOL PRIME** | | | | | | | | | | | |
| GENERAL FUND | $ 19,121,815.35 | 59 | 197,253,377.13 | 20 | 177,574,080.20 | 1,384,184.95 | $ 40,185,297.23 | 11.19% | $ 40,185,297.23 | $ 40,185,297.23 | $ - |
| DEBT SERVICE FUND | 17,206,001.67 | 12 | 45,353,110.93 | 3 | 23,264,502.30 | 1,025,018.85 | 40,319,629.15 | 11.23% | 40,319,629.15 | 40,319,629.15 | - |
| CAPITAL PROJECTS 2024A | 197,022,489.99 | 6 | 157,534.83 | 67 | 44,459,424.54 | 8,897,323.33 | 161,617,923.61 | 45.00% | 161,617,923.61 | 161,617,923.61 | |
| CAPITAL PROJECTS 2024B | 95,212,484.08 | 0 | - | 1 | 216,826.38 | 4,655,615.24 | 99,651,272.94 | 27.75% | 99,651,272.94 | 99,651,272.94 | - |
| SPECIAL FUNDS PRIME | - | 1 | 5,000,000.00 | 0 | - | 58,005.12 | 5,058,005.12 | 1.41% | 5,058,005.12 | 5,058,005.12 | |
| MEDICAL TRUST FUND | 6,529,312.70 | 14 | 23,875,000.00 | 57 | 25,948,691.98 | 222,568.00 | 4,678,188.72 | 1.30% | 4,678,188.72 | 4,678,188.72 | - |
| WORKER'S COMP FUND | 7,353,200.14 | 0 | - | 1 | 101,663.05 | 360,313.94 | 7,611,851.03 | 2.12% | 7,611,851.03 | 7,611,851.03 | - |
| TEXPOOL PRIME | $ 342,445,303.93 | 92 | 271,639,022.89 | 149 | 271,565,188.45 | 16,603,029.43 | $ 359,122,167.80 | 100.00% | $ 359,122,167.80 | $ 359,122,167.80 | $ - |
| % OF GRAND TOTAL | 82.85% | | | | | | 86.53% | | | | |
| **LONE STAR** | | | | | | | | | | | |
| GENERAL FUND | $ 254,539.55 | 0 | - | 0 | - | 12,105.41 | $ 266,644.96 | 26.31% | $ 266,644.96 | $ 266,644.96 | $ - |
| WORKER'S COMP FUND | 712,955.26 | 0 | - | 0 | - | 33,906.76 | 746,862.02 | 73.69% | 746,862.02 | 746,862.02 | - |
| LONE STAR | $ 967,494.81 | 0 | 0.00 | 0 | 0.00 | 46,012.17 | $ 1,013,506.98 | 100.00% | $ 1,013,506.98 | $ 1,013,506.98 | $ - |
| % OF GRAND TOTAL | 0.23% | | | | | | 0.24% | | | | |
| **NEXBANK MONEY MARKET SAVINGS** | | | | | | | | | | | |
| GENERAL FUND | $ 11,046,597.72 | 0 | - | 0 | - | 547,161.64 | $ 11,593,759.36 | 0.00% | $ 11,593,759.36 | $ 11,593,759.36 | $ - |
| MONEY MARKET | $ 11,046,597.72 | 0 | 0.00 | 0 | 0.00 | 547,161.64 | $ 11,593,759.36 | 100.00% | $ 11,593,759.36 | $ 11,593,759.36 | $ - |
| % OF GRAND TOTAL | 2.67% | | | | | | 2.79% | | | | |
| **TEXSTAR** | | | | | | | | | | | |
| GENERAL FUND | $ 8,851,128.63 | 2 | 7,663,269.65 | 0 | - | 782,265.43 | $ 17,296,663.71 | 83.44% | $ 17,296,663.71 | $ 17,296,663.71 | $ - |
| INSURANCE RECOVERY | 10,855,750.43 | 1 | 81,651.11 | 2 | 7,663,269.65 | 157,910.16 | 3,432,042.05 | 16.56% | 3,432,042.05 | 3,432,042.05 | - |
| TEXSTAR | $ 19,706,879.06 | 3 | 7,744,920.76 | 2 | 7,663,269.65 | 940,175.59 | $ 20,728,705.76 | 100.00% | $ 20,728,705.76 | $ 20,728,705.76 | $ - |
| % OF GRAND TOTAL | 4.77% | | | | | | 4.99% | | | | |
| **TEXAS CLASS** | | | | | | | | | | | |
| GENERAL FUND | $ 6,511,411.76 | 47 | 96,898,158.00 | 24 | 96,026,882.00 | 1,631,948.69 | $ 9,014,636.45 | 83.68% | $ 9,014,636.45 | $ 9,014,636.45 | $ - |
| CHAPTER 313 | 1,331,208.33 | 0 | 351,882.00 | - | - | 74,490.44 | 1,757,580.77 | 16.32% | 1,757,580.77 | 1,757,580.77 | - |
| TEXAS CLASS | $ 7,842,620.09 | 47 | 97,250,040.00 | 24 | 96,026,882.00 | 1,706,439.13 | $ 10,772,217.22 | 100.00% | $ 10,772,217.22 | $ 10,772,217.22 | $ - |
| % OF GRAND TOTAL | 1.90% | | | | | | 2.60% | | | | |
| TOTAL ALL INVESTMENTS | $ 413,307,073.60 | 434 | 612,341,310.44 | 230 | 631,212,625.06 | 20,613,534.36 | $ 415,049,293.34 | 100.00% | $ 415,049,293.34 | $ 415,049,293.34 | $ - |

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**ANNUAL REPORT OF INVESTMENTS**
**FOR THE PERIOD FROM JULY 1, 2024 THRU JUNE 30, 2025**

| | BEGINNING BALANCE @ COST | No. | ADDITIONS AMOUNT | No. | DEDUCTIONS AMOUNT | INTEREST EARNED | ENDING BALANCE @ COST | % | AMORTIZED BOOK VALUE | MARKET (FAIR VALUE) | UNREALIZED GAIN (LOSS) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **RECAP** | | | | | | | | | | | |
| **ALL FUNDS** | | | | | | | | | | | |
| GENERAL FUND | $ 67,205,284.80 | 390 | 536,800,533.40 | 95 | 529,552,699.05 | 4,656,891.80 | 79,110,010.95 | 19.06% | $ 79,110,010.95 | $ 79,110,010.95 | $ - |
| SCHOOL NUTRITION FUND | 9,608,867.35 | 1 | 708,460.54 | 0 | - | 458,544.32 | 10,775,872.21 | 2.60% | 10,775,872.21 | 10,775,872.21 | - |
| DEBT SERVICE FUND | 17,206,001.67 | 12 | 45,353,110.93 | 3 | 23,264,502.30 | 1,025,018.85 | 40,319,629.15 | 9.71% | 40,319,629.15 | 40,319,629.15 | - |
| CAPITAL PROJECTS | 292,234,974.07 | 6 | 157,534.83 | 68 | 44,676,250.92 | 13,552,938.57 | 261,269,196.55 | 62.95% | 261,269,196.55 | 261,269,196.55 | - |
| MEDICAL TRUST FUND | 6,529,312.70 | 14 | 23,875,000.00 | 57 | 25,948,691.98 | 222,568.00 | 4,678,188.72 | 1.13% | 4,678,188.72 | 4,678,188.72 | - |
| WORKER'S COMP FUND | 8,066,155.40 | 0 | - | 1 | 101,663.05 | 394,220.70 | 8,358,713.05 | 2.01% | 8,358,713.05 | 8,358,713.05 | - |
| SPECIAL FUNDS | 269,518.85 | 10 | 5,013,137.63 | 4 | 5,548.11 | 70,951.52 | 5,348,059.89 | 1.29% | 5,348,059.89 | 5,348,059.89 | - |
| INSURANCE RECOVERY | 10,855,750.43 | 1 | 81,651.11 | 2 | 7,663,269.65 | 157,910.16 | 3,432,042.05 | 0.83% | 3,432,042.05 | 3,432,042.05 | - |
| CHAPTER 313 | 1,331,208.33 | 0 | 351,882.00 | 0 | - | 74,490.44 | 1,757,580.77 | 0.42% | 1,757,580.77 | 1,757,580.77 | - |
| TOTAL | $ 413,307,073.60 | 434 | 612,341,310.44 | 230 | 631,212,625.06 | 20,613,534.36 | $ 415,049,293.34 | 100.00% | $ 415,049,293.34 | $ 415,049,293.34 | $ - |
| **ALL INVESTMENTS** | | | | | | | | | | | |
| TEXPOOL | $ 31,298,177.99 | 292 | 235,707,326.79 | 52 | 255,957,284.96 | 770,716.40 | $ 11,818,936.22 | 2.85% | $ 11,818,936.22 | $ 11,818,936.22 | $ - |
| TEXPOOL PRIME | 342,445,303.93 | 92 | 271,639,022.89 | 149 | 271,565,188.45 | 16,603,029.43 | 359,122,167.80 | 86.53% | 359,122,167.80 | 359,122,167.80 | - |
| LONE STAR | 967,494.81 | 0 | - | 0 | - | 46,012.17 | 1,013,506.98 | 0.24% | 1,013,506.98 | 1,013,506.98 | - |
| NEXBANK MONEY MARKET SAVINGS | 11,046,597.72 | 0 | - | 0 | - | 547,161.64 | 11,593,759.36 | 2.79% | 11,593,759.36 | 11,593,759.36 | - |
| TEXSTAR | 19,706,879.06 | 3 | 7,744,920.76 | 2 | 7,663,269.65 | 940,175.59 | 20,728,705.76 | 4.99% | 20,728,705.76 | 20,728,705.76 | - |
| TEXAS CLASS | 7,842,620.09 | 47 | 97,250,040.00 | 24 | 96,026,882.00 | 1,706,439.13 | 10,772,217.22 | 2.60% | 10,772,217.22 | 10,772,217.22 | - |
| TOTAL | $ 413,307,073.60 | 434 | 612,341,310.44 | 230 | 631,212,625.06 | 20,613,534.36 | $ 415,049,293.34 | 100.00% | $ 415,049,293.34 | $ 415,049,293.34 | $ - |

**NOTES:**

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

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

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

# Ector County Independent School District

# INVESTMENT POLICY

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

## INVESTMENTS - APPROVAL OF INVESTMENT POLICY

Texas Government Code, Sec. 2256.005(e)

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

**********

It is recommended that the attached investment policy CDA (Legal) and CDA (Local) be reviewed and approved.

**Table of Contents**

**Definitions ..... 3**
Bond Proceeds ..... 3
Investment Pool ..... 3
Pooled Fund Group ..... 3
Separately Invested Asset ..... 3
Pledged Revenue ..... 3
Joint Account ..... 3
Repurchase Agreement ..... 3
Hedging ..... 4
Corporate Bond ..... 4
**Written Policies ..... 4**
Annual Review ..... 5
Annual Audit ..... 5
Investment Strategies ..... 5
Investment Officer ..... 6
Investment Training ..... 6
Standard of Care ..... 7
**Selection of Broker ..... 9**
**Bond Proceeds ..... 9**
**Authorized Investments ..... 9**
Investment Management Firm ..... 9
Obligations of Governmental Entities ..... 10
Certificates of Deposit and Share Certificates ..... 12
Repurchase Agreements ..... 13
Securities Lending Program ..... 13
Banker's Acceptances ..... 14
Commercial Paper ..... 15
Mutual Funds ..... 15
Guaranteed Investment Contracts ..... 16
Investment Pools ..... 17
Corporate Bonds ..... 17
Hedging Transactions ..... 18
Prohibited Investments ..... 19
Loss of Required Rating ..... 19

**Sellers of Investments .....19**
Business Organization .....20
**Donations .....20**
**Electronic Funds Transfer .....20**

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

**Definitions**

Bond Proceeds — "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.

Investment Pool — "Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

Pooled Fund Group — "Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.

Separately Invested Asset — "Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.

*Gov't Code 2256.002(1), (6), (9), (12)*

Pledged Revenue — "Pledged revenue" means money pledged to the payment of or as security for:

1. Bonds or other indebtedness issued by a district;
2. Obligations under a lease, installment sale, or other agreement of a district; or
3. Certificates of participation in a debt or obligation described by item 1 or 2.

*Gov't Code 2256.0208(a)*

Joint Account — "Joint account" means an account maintained by a custodian bank and established on behalf of two or more parties to engage in aggregate repurchase agreement transactions.

Repurchase Agreement — "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

*Gov't Code 2256.011(b)*

Hedging — "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

*Eligible Entity* — "Eligible entity" means a political subdivision that has:

1. A principal amount of at least $250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

*Eligible Project* — "Eligible project" has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

*Gov't Code 2256.0207(a)*

Corporate Bond — "Corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov't Code 2256.0204(a)*

**Written Policies** — The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;

3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

4. Methods to monitor the market price of investments acquired with public funds;

5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov't Code 2256.005(a), (b)*

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;

2. Preservation and safety of principal;

3. Liquidity;

4. Marketability of the investment if the need arises to liquidate the investment before maturity;

5. Diversification of the investment portfolio; and

6. Yield.

*Gov't Code 2256.005(d)*

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training

Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

*Initial*

Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least 10 hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

*Ongoing*

The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated

investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

*Gov't Code 2256.008(g)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas

Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
    a. Beginning market value for the reporting period;
    b. Ending market value for the period; and
    c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district. *Gov't Code 2256.025*

**Bond Proceeds**

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

*Gov't Code 2256.0208(b)*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

The board may specify in its investment policy that any authorized investment is not suitable. Gov't Code 2256.005(j)

Investment Management Firm

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution.

A district that contracts with an investment management firm may authorize the firm to invest the district's public funds or other funds

under the district's control in repurchase agreements as provided by Government Code 2256.011 using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of a district must ensure that:

1. Accounting and control procedures are implemented to document the district's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

*Gov't Code 2256.003(b), .011(f), (g)*

Obligations of Governmental Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;

7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and

8. Interest-bearing banking deposits other than those described at item 7 above if:

   a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;

   b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;

   c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

   d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

Certificates of Deposit and Share Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;

2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or

3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;

2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;

3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Com-

mission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district either directly or through a joint account approved by the district, held in the district's name either directly or through a joint account approved by the district, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011(a), (c), (d), (e)*

Securities Lending Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;

2. A loan allows for termination at any time;

3. A loan is secured by:

   a. Pledged securities described at Obligations of Governmental Entities, above;

   b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

   c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);

4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and

5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

Banker's Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;

2. Will be, in accordance with its terms, liquidated in full at maturity;

3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and

4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or

an equivalent rating by at least on nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
   a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
   b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);

2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or

3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed Investment Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;

2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and

3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;

2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;

2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and

3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated “AA-” or the equivalent at the time the release is issued; or

2. Changes the rating on the corporate bonds to a rating lower than “AA-” or the equivalent.

*Gov’t Code 2256.0204*

Hedging Transactions

The board of an eligible entity (as defined above) shall establish the entity’s policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity’s general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

---

***Note:*** As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

---

Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
   a. Is dependent on an analysis of the makeup of the district's entire portfolio;

b. Requires an interpretation of subjective investment standards; or

c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov't Code 2256.005(k)-(l)*

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

**Objectives**

The investment policy of the District shall be to:

1. Assure the safety of the invested funds of the District;
2. Maintain sufficient liquidity to provide adequate and timely working funds;
3. Attain the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board;
4. Diversify investments as to maturity, instruments, and financial institutions where permitted under state law; and
5. Ensure the quality and capability of investment officers through ongoing training.

**Investment Authority**

The chief financial officer and other persons designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved Investment Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011. A master repurchase agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions shall be on a delivery versus payment basis.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.

6. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.

7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.

8. Public funds investment pools as permitted by Government Code 2256.016.

**Safekeeping Agreement**

The District shall contract with a bank or banks for the safekeeping of securities either owned by the District as part of its investment portfolio or held as collateral to secure demand or time deposits.

**Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral shall be held by a third party custodian designated by the District, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateral for certificates of deposits in banks shall be registered in the District's name in the bank's trust department or, alternatively, in a Federal Reserve Bank account in the District's name, or a third party bank in the District's name, at the District's discretion.

The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Pooling of Funds**

Except for cash in certain restricted and special funds, the District may consolidate cash balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The portfolio shall

have a weighted average maturity of one year or less. This dollar weighted average maturity shall be calculated using the stated final maturity dates of each security.

**Liquidity and Maturity**

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market Prices**

Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. The chief financial officer shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. All prudent measures shall be taken to liquidate an investment that is downgraded to less than the required minimum rating.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Maximum Allowable Stated Maturity**

The maximum allowable stated maturity of any individual investment owned by the entity shall be as follows:

| | **Maximum Allowable Maturity** |
|---|---|
| U.S. Treasuries and securities with U.S. government guarantee | 5 years |
| U.S. government agencies and instrumentalities | 5 years |
| Fully insured or collateralized CDs | 365 days |
| Banker’s acceptance | 270 days |
| Commercial paper | 270 days |
| Repurchase agreements | 365 days |
| Money market funds | 90 days |
| Local government investment pool | 365 days |
| Mutual funds | 365 days |

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Food Service Funds

Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Internal Service Funds

Investment strategies for workers' compensation insurance and medical trust funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Dis-

tributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

**Soliciting Bids**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted average maturity limits and diversification.

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping;
4. Clear delegation of authority;
5. Written confirmation of telephone transactions;
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale; and
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District’s established investment policies.

COLLATERALIZATION

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the District to require full collateralization of all District investments and funds on deposit with a depository bank, other than investments which are obligations of the U. S. Government and its agencies and instrumentalities. As required by Government Code 2257.022, the collateralization level shall be 110 percent of market value of principal and accrued interest on the deposits or investments, less an amount insured by the FDIC or FSLIC. Securities pledged as collateral shall be held by an independent third party with which the District has a current custodial agreement. The Executive Director of Finance is responsible for entering into collateralization agreements with third-party custodians in compliance with this policy. The agreements are to specify the acceptable investment securities for collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. Collateral shall be reviewed at least weekly to assure that the market value of the pledged securities is adequate.

# Ector County Independent School District

# INVESTMENT OFFICERS/COMMITTEE

## INVESTMENTS - APPROVAL OF INVESTMENT OFFICERS/COMMITTEE

Texas Government Code, Sec. 2256.005(f)

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity or the termination of the person's employment by the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer or manage in any other manner the funds of the investing entity.

It is recommended that the following individuals be approved as investment officers for the District. As approved officers, these individuals will also act as the Investment Committee for the District:

| | |
|---|---|
| Albessa Chavez | Chief Financial Officer |
| Morgan Eaton | Director of Finance |

**********

# Ector County Independent School District

# INVESTMENT SOURCES

## INVESTMENTS - SELECTION OF AUTHORIZED BROKERS

Texas Government Code, Sec. 2256.025

The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

**********

It is recommended that the following be approved as authorized sources of investments:

| | |
|---|---|
| TexPool | Investment Pool |
| TexPool – Prime | Investment Pool |
| LoneStar | Investment Pool |
| TexStar | Investment Pool |
| Texas CLASS | Investment Pool |
| NexBank | Money Market Savings |

# Ector County Independent School District

# INVESTMENT TRAINING SOURCES

## INVESTMENTS - APPROVAL OF INDEPENDENT SOURCES OF INSTRUCTION

Texas Government Code, Sec. 2256.008 Investment Training; Local Governments:

(a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

It is recommended that the following be approved sources of independent instruction:

Texas Association of School Boards (TASB)
Texas Association of School Business Officials (TASBO)
The State of Texas and its Agencies
Any CPA Firm
Any Service Center
Any Accredited College or University

**********

# GLOSSARY OF TERMS

**A1/P1 Rating:** "A1" is the highest short-term rating category assigned by Standard & Poor's, while "P1" is the highest short-term rating category for Moody's Investor Service. Securities that have been assigned both an A1 and a P1 rating are considered to be of high credit quality. Standard and Poor's designates certain securities within the A1 category with a plus sign (+) indicating that the issuer of the security has an extremely strong capacity to meet its financial obligations.

**Accrual (or Accrual Basis):** The most common form of accounting, which reports income when earned and expenses when incurred. Accrual accounting may be contrasted to accounting on a cash basis, in which income is reported when received and expenses are reported when paid.

**Accrued Interest:** The accumulated interest due on a security as of the last interest payment made. A security is always sold with the accrued interest included. Investors who buy securities in the secondary market will be required to purchase any interest on the securities that has accrued prior to settlement. This is because the previous owner of a security earned the income, but will not receive future coupon payments.

**Agency:** In securities trading, the term Agency refers to a federal government agency that issues securities, other than the U.S. Treasury, i.e. the Federal Home Loan Mortgage Corporation (FHLB).

**Agency Discount Note:** A note that has been issued by a U.S. governmental-related agency other than the U.S. Treasury.

**Amortization:** The accounting practice that gradually reduces the cost or book value of an asset through periodic charges to income, such as: (1) the portion of the cost of a limited-life or intangible asset charged as an expense during a particular period, or (2) the reduction of debt by regular payments of principal and interest to retire the debt by maturity. The purpose of amortization is to reflect an asset's resale or redemption value.

**Automated Clearing House (ACH) System:** A domestic electronic funds transfer system.

**Banker's Acceptance (BA):** (1) Short-term, non-interest-bearing notes sold at a discount and redeemed by the accepting banks at maturity for face value. BA's are generally created based on a letter of credit issued in a foreign trade transaction. (2) A money market instrument that is used to finance import or export transactions. BA's are essentially checks. They represent a bank's promise and ability to pay the face or principal amount on the banker's acceptance on the stipulated maturity date. Maturities for BA's are generally less than three months. Any BA purchased by a public entity must have a stated maturity of 270 days or less, must be accepted by a bank organized and existing under federal law, and the short-term obligations of the bank must be rated not less than A1/P1. Similarly to a treasury bill, a BA typically does not have a coupon, is issued at a discount, and matures at par (face value).

**Basis Point (BP):** The smallest unit of measurement used in quoting yields on bonds and notes. One basis point is .01%, or one one-hundredth (1/100) of a percent of yield (.01% or .0001). One hundred basis points equals 1%.

**Benchmark:** The performance of a predetermined group of securities, individual security, or an index used to compare risk and performance to a managed portfolio. A good benchmark should be verifiable, easy to understand, and appropriate to the investment portfolio to which it is being compared. Typical benchmarks used in the public sector include three-month, six-month, and one-year Treasury bill averages over the same measurement period. The benchmark selected should have a similar maturity to the investment portfolio under examination.

**Book Entry:** The name given to securities whose ownership and transfer occurs on a computer system rather than the physical delivery of a security. This system eliminates the need to physically transfer bearer-form paper, or to register securities by using a central depository facility/bank.

**Book Value:** The value at which the security is carried in the financial records of an investor. A security's book value reflects the price at which the security was originally bought, plus the net amortization/accretion up to that point in time. In the case of assets subject to reduction by valuation allowances, book value refers to cost or stated value less the appropriate allowance. Sometimes a distinction is made between gross book value (the value before deduction of related allowances) and net book value (which designates the value after the deduction). In the absence of any modifiers, however, book value is understood to be synonymous with net book value.

**Broker:** An individual who brings security buyers and sellers together in return for a commission or fee. The broker takes no position in a securities trade, and does not act as a principal or own securities. A broker will assist an investor in buying and selling treasuries, agencies, commercial paper and other authorized investments.

**Commercial Paper:** Defined as unsecured short-term obligations with maturities ranging from one to 270 days issued by banks, corporations, and other borrowers to investors with large temporary cash positions. This type of investment is usually issued at a discount and carries a zero coupon. The accounting process for commercial paper is identical to the accounting process for a treasury bill.

**Committee on Uniform Securities Identification Procedures (CUSIP):** Assigns codes to securities for the purpose of identification. These codes are often referred to as a security's CUSIP number (a nine-digit, alpha/numeric identification number).

**Compensating Balance:** The amount of money that a bank requires a customer to maintain in a non-interest bearing account, in order to waive bank fees.

**Credit Risk:** A type of investment risk. The risk that the issuer of a security will default or fail, or that the issuer's credit rating will be lowered. If one of these events occurs, part or all of the invested principal in the security could be lost. Credit risk exposure can be affected by a concentration of deposits or investments in any ONE type of investment.

**Current Yield:** The annual interest rate divided by the current market price. Current yield is what a bond is actually yielding today as opposed to the yield to maturity or coupon rate.

**Custodial Agreement:** A written contract establishing the responsibilities of a custodian who holds collateral for deposits with financial institutions, investment securities or securities underlying repurchase agreements.

**Delivery vs. Payment (DVP):** This occurs when securities are delivered with an exchange of money or payment for the security.

**Discount:** (1) The difference between the purchase price (cost) of a security and its par (face) value. This discount represent the income to be earned on the security, and will be accreted over the life of the security. (2) A security selling below the original offering price shortly after the sale is also considered to be a discount. (3) In the context of bonds payable and investments, the amount by which par value exceeds the price paid for a security.

**Discount Securities:** Non-interest bearing money market securities that are issued at a discount and redeemed at maturity for the full face value.

**Face Value:** (1) The par value or maturity value of a security. (2) The redemption value printed on the face of the certificate. (3) The amount of the issuer's liability stated in the security document.

**Fair Market Value:** The price a willing buyer would purchase the security from a willing seller in a bona fide arm's length transaction.

**Federal Funds Rate:** The rate of interest at which banks with excess reserves charge other banks lacking these reserves for overnight loans in order for the bank in need to meet their reserve requirements. This important overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve "raises rates", the target federal funds rate is increased and other short-term security yields will follow. Since investment pools and money market funds invest heavily in short-term securities, their interest rates often approximate the federal funds rate at any given time.

**Federal Home Loan Bank (FHLB):** A banking institution that regulates and lends money to savings and loan associations, cooperative banks and other mortgage lenders in a manner that is similar to the Federal Reserve's relationship with commercial banks. The FHLB system is made up of 12 regional banks. The FHLB system raises money by issuing notes and bonds. It lends money to savings and loans and other mortgage lenders, based on the amount of collateral the borrowing institution can provide. The FHLB issues both callable and noncallable agency securities as well as discount notes.

**Federal Home Loan Mortgage Corporation (FHLMC):** The FHLMC, otherwise known as "Freddie Mac" is a publicly chartered agency that buys qualifying residential mortgages from lenders. It repackages these pooled mortgages into new securities that are backed by the pooled mortgages, provides certain guarantees, and then resells them in the open market. They issue both callable and noncallable agency securities as well as discount notes.

**Federal Housing Administration (FHA):** The federally sponsored agency that insures lenders against loss on residential mortgages.

**Federal National Mortgage Association (FNMA):** The FNMA, otherwise known as "Fannie Mae", is a federal corporation that operates under the auspices of the United States Department of Housing and Urban Development (HUD). This corporation is the largest single provider of residential mortgage funds in the U.S. FNMA is a private stockholder-owned corporation that purchases a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. It purchases conventional and insured mortgages from governmental

agencies such as the FHA and VA. Its securities are highly liquid and widely accepted. FNMA issues both callable and noncallable agency securities as well as discount notes.

**Federal Reserve Bank (or the Fed):** Any one of 12 federally chartered banks established to maintain reserves, issue bank notes, and lend money to member banks.

**Government Accounting Standards Board (GASB):** Established in 1984 as an arm of the Financial Accounting Foundation, it is responsible for developing standards of financial accounting and reporting with respect to the activities of state and local governments.

**Government National Mortgage Association (GNMA):** The GNMA, otherwise known as "Ginny Mae" buys VA and FHA mortgages, then issues bonds that are secured by pools of these mortgages. An investor in this type of bond receives monthly payments of principal and interest that represent monthly mortgage payments by homeowners.

**Investment Pool (or Local Government Investment Pool):** A professionally managed pool of funds composed of cash deposits from a large group of cities, counties, school districts and local governments. In Texas, the ability to pool assets was created under the Local Government Cooperation Act. The pool manager purchases a portfolio of securities with the deposits and each pool participant owns a pro rata share in the portfolio.

**Investment Portfolio (or Portfolio):** The holdings of stocks, bonds, cash equivalents, or other assets by an individual, corporation, or institution.

**Investment Risk:** The total of all risks associated with an investment security.

**Market Value:** (1) The price at which a security is trading and could presumably be purchased or sold. (2) The current value of a security, which is determined by multiplying its par (face) value by the current market price. The unrealized gain or loss on a security can be calculated by subtracting the book value from the market value.

**Master Repurchase Agreement:** To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

**Maturity (or Maturity Date):** This refers to the date when the principal amount of a security or debt becomes due and payable.

**Money Market Account:** A savings account that generally earns interest at a higher rate than a regular savings account. Money Market accounts have a required minimum balance and other restrictions.

**Money Market Fund:** (1) A mutual fund that is invested in short-term investments. (2) An open end investment company (mutual fund) that invests in money market instruments. It is a highly liquid investment that pays money market rates of interest.

**Net Asset Value Funds (NAV):** A mutual fund whose share values fluctuate with changes in market prices. A net asset value fund seeks to offer a higher yield than a constant dollar fund (money market fund) by purchasing longer maturing securities. These net asset value funds experience market fluctuations due to the risk of the longer securities. These fluctuations will subject the investor to a higher level of market price and volatility risk than a constant dollar fund.

**Public Funds Investment Act (PFIA):** This act is Chapter 2256 of the Texas Government Code and details the state law governing the investment of public funds.

**Ratings:** Ratings are (1) designations used by investors or by services to give relative indications of credit quality. (2) In the context of bonds, a rating is normally an evaluation of credit-worthiness performed by an independent rating service.

**Repurchase Agreement (REPO):** An investment agreement involving the purchase of a security with a simultaneous agreement to repurchase that security at a specified price and date. REPO's may be used to earn income on idle cash at or near the federal funds market rate. A holder of securities sells them to an investor with a repurchase agreement. The buyer is in effect lending the seller money for the period of the agreement. The term of the repurchase agreement is structured to compensate the buyer. Dealers often use repurchase agreements to finance their positions. The exception occurs when the Fed is said to be doing repurchase agreements, in this instance it is lending money; i.e., increasing bank reserves. Repurchase agreements should always be governed by an executed PSA Master Repurchase Agreement between the investor and the dealer to reduce both these types of collateral risk.

**Settlement Date:** The purchase or sale date during which money actually changes hands.

**Treasury (or Treasuries):** A general term referring to U.S. Treasury securities.

**Treasury Bill (T-Bill):** A marketable, short-term, noninterest bearing, security that is issued by the U.S. Treasury at a discount to finance the national debt. They are issued to mature in three months (90 days), six months (180 days), or one year (365 days).

**Treasury Bond (T-Bond):** A marketable, long-term, fixed interest bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of more than 10 years.

**Treasury Note (T-Note):** A marketable, medium-term, coupon bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of 2 to 10 years.

**Weighted Average Maturity (WAM):** The common term, usually expressed in number of days, which represents a weighted average of the remaining term to maturity of all of the assets in an investment pool or securities portfolio. A longer WAM is generally indicative of more market risk. The maximum WAM for AAA-rated money market pools in Texas is 60 days. An SEC money market fund may have a 90-day WAM.

**Yield:** Yield is the return, expressed as a percentage, a security will earn as a result of both the coupon rate and any discount or premium paid. A yield will exceed the coupon if purchased at a discount (and vice-versa).

ECISD
OUR students...THE future

# REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

Attached you will find the request for approval of the interlocal agreement between The Ector County Independent School District and Communities in Schools of the Permian Basin, Inc (CIS). CIS provides 18 full-time campus coordinators at six elementary campuses and nine secondary campuses. CIS will provide: Supportive Guidance, Health and Human Services, Parent and Family Engagement, Enrichment Activities, College and Career Readiness, and Academic Support. Mental health supports are included in Communities in Schools supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy. The cost of the CIS services is $520,000 and is paid from State Compensatory Education Funds.

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

## INTERLOCAL AGREEMENT BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

## COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

**THIS INTERLOCAL AGREEMENT** hereinafter referred to as "the Agreement" is made by and between the Ector County Independent School District (hereinafter referred to by name or as "ECISD"), and Communities in Schools of the Permian Basin, Inc. (hereinafter referred to by name or as CISPB), pursuant to Chapter 791 of the Texas Government Code.

**WHEREAS,** Communities In Schools of the Permian Basin, Inc. is a non-profit organization administered by the Texas Education Agency (TEA); and

**WHEREAS**, the Ector County Independent School District desires to contract with Communities In Schools of the Permian Basin, Inc. to render services to ECISD students participating in the CISPB model; and

**WHEREAS,** Communities In Schools of the Permian Basin, Inc. desires to perform said services;

**NOW THEREFORE,** the parties enter into the following Agreement:

### ARTICLE 1 – CONTRACT TERM

This Agreement for services is effective September 1, 2025, and shall continue through August 31, 2026.

### ARTICLE 2 – PURPOSE

The purpose of the Agreement is to provide assistance to ECISD students who are at risk of not obtaining a high school diploma and who meet the TEA "At-Risk" criteria according to the Texas Education Code 29.081 (d) 1 through 13 (g).

### ARTICLE 3 – SCOPE OF SERVICES

CISPB will provide to ECISD during the term hereof, the following projects and services:

**CASE MANAGEMENT**

(1) At least one full-time Campus Coordinator, per campus, to assist and case manage 90 ECISD students who are at-risk of not obtaining a high school diploma and who meet the TEA "At-Risk" criteria according to Texas Education Code 29.081 (d) 1 through 13 (g). CISPB will case manage participating students and will coordinate referrals to and from its partnering agencies. Services provided will fall within the scope of the six (6) components of the CIS model: Supportive Guidance; Health and Human Services; Parent and Family Engagement; Enrichment Activities; College and Career Readiness; and Academic Support. Campus

Coordinators will provide services addressing Academics, Attendance, Behavior and Social Services.

(2) Prevention services will address drug and alcohol and tobacco issues via presentations and educational activities.
(3) Program offerings that address academic or social development topics and are developed by CISPB and/or partner agencies may be implemented on individual campuses with the respective campus administrator's approval.

(4) Each Campus Coordinator will be expected to meet the established goal of 90 students per campus by January 31, 2026.

**MENTAL HEALTH SUPPORTS**

(1) Mental health supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy.

(2) Consistently occurring counseling sessions and/or peer-support services for each student identified as requiring the service, according to student need.

(3) Ongoing evaluation of students' mental health risk and progress through evidence-based assessment tools and practices.

(4) Supervision and oversight of the mental health support team in accordance with CIS personnel policies and consistent with state law. Project staff members remain employees of CIS.

(5) CIS-led mental health trainings will be offered to the district at reduced or no cost.

ECISD will provide to CISPB during the term hereof, the following projects and services:

(1) A computer generated list of students meeting the TEA definition of "at-risk." This list will be supplied to CISPB as soon as possible following the last day of classes in the second semester. CISPB will focus on enrolling students from this list by contacting parents to promote the services available to their children.

(2) Additional referrals of students meeting the TEA definition of "at-risk" throughout the academic year.

(3) Ensure teachers and administrators at all participating campuses are familiar with the combined goals of ECISD and CISPB and that all ECISD campus staff work cooperatively with CISPB to ensure the goal of 90 students per campus is met by January 31, 2026.

(4) Ensure CISPB has adequate access to student data records necessary to assess the eligibility of students for the CIS program, assess student needs, monitor student progress, and to evaluate the effectiveness of service delivery. Such data will include demographics, grades, attendance records, STAAR testing, transcripts, behavior referrals, graduation plans, and any other data required to case manage students as required in the TEA Campus Handbook.

(5) Provide a single point of contact responsible for the facilitation and resolution of problems with the potential to create obstacles to CISPB in meeting expected outcomes.

(6) Provide space for all campuses served by CIS to include: janitorial services, utilities, maintenance/repair, phones, office furniture, and computer.

(7) Include CISPB staff in district trainings and seminars related to the combined goals of ECISD and CISPB of retention and graduation of "at-risk "students.

## ARTICLE 4 – CAMPUS AND DISTRICT IMPROVEMENT PLANS

ECISD will ensure that CISPB is written into the campus and district improvement plans as a strategy for drop-out prevention.

## ARTICLE 5 – SUPERVISION

CISPB as employer of record for the Campus Coordinators will provide day-to-day supervision of work product and behavior as required by CISPB Employee Handbook and the TEA mandated CIS Program Operations Requirements. ECISD, as campus host, will provide feedback to CISPB management on work product and behavior, both positive and negative. CISPB will communicate issues requiring significant disciplinary actions with ECISD when such action is warranted. CISPB remains the final authority on disciplinary measures related to Campus Coordinators when the problem is related to CIS policies and procedures. Campus administration will be provided monthly reports of each Campus Coordinator's activities. Should a Coordinator's job performance need improvement, CISPB will place the Coordinator on a Performance Improvement Plan designed to best serve the employee, the District, and the students. CISPB will immediately investigate and address any workplace conduct or behavior the District believes to be disruptive or counter-productive to the Campus educational process.

## ARTICLE 6 – EVALUATION COMPONENT

CISPB will provide to ECISD a written report of the program's effectiveness by the November 2026 Board meeting covering the prior contract term. Surveys will be distributed to students, parents, as well as administrative and support staff by April 2026 for evaluation of the current year's services.

## ARTICLE 7 – PROGRAM PLACEMENT

The following schools are included in this term's program contract. Number in parentheses, (#), indicates number of positions dedicated to that campus:

Odessa Senior High School (3)
Permian Senior High School (2)
Alternative Education Center (1)
Bonham Middle School (1)
Bowie Middle School (1)
Crockett Middle School (1)
Nimitz Middle School (1)

Ector Middle School (1)
Wilson & Young Medal of Honor Middle School (1)
Murry Fly Elementary (1)
Dowling Elementary (1)
Goliad Elementary (1)
Buddy West Elementary (1)
Cavazos Elementary (1)
Downing Elementary (1)

**This is a total of 18 staff positions on 15 campus sites.**

## ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the services to be performed by CISPB pursuant to this Agreement, ECISD agrees to pay to CISPB **$520,000.00**.

Within 30 days of receipt of invoice from CISPB, payment shall be paid in **quarterly installments of $130,000.00 for services rendered for the total sum of $520,000.00.**

## ARTICLE 9 – USES OF ECISD INFORMATION AND STUDENT RECORDS BY CISPB

Authorized representatives of CISPB may access and use information obtained from ECISD's student database systems for the sole purpose of enrolling and case managing ECISD students in the CIS program. CISPB will not release or disclose to the public or any third party such information or records without the prior written consent of the parent(s) of the minor child in question, except as required by the state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of CISPB for the permissible uses stated herein. Said information is considered confidential, and shall not be used by CISPB or any of its employees or agents for private purposes. CISPB acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. In cases as needed or requested, the Health Insurance Portability and Accountability Act (HIPAA) may be enacted to protect student personal health information. Accordingly, CISPB will educate and inform its staff regarding ECISD "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from ECISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.). CISPB further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by CISPB after the need for such information ceases to exist.

## ARTICLE 10 – TERMINATION

This Agreement may be terminated by any of the following occurrences:

A. By mutual agreement and consent in writing by both parties.
B. By either party upon thirty (30) days written notice to the other party.
C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

## ARTICLE 11 – AMENDMENTS

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

## ARTICLE 12 – ASSIGNMENT

Neither party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other party.

## ARTICLE 13 – LIABILITY AND INDEMNITY

The parties hereto agree to the extent permitted by law, to forever release from liability, indemnify, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, CISPB agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless, ECISD for the acts and/or omissions of any CISPB employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, ECISD agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless CISPB for the acts and/or omissions of any ECISD employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

## ARTICLE 14 – NOTICES

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For CISPB: Communities In Schools of the Permian Basin, Inc.
Eliseo Elizondo, Executive Director
PO Box 10532
Midland, TX 79702

For ECISD: Ector County Independent School District
Dr. Keeley Boyer, Superintendent
802 N. Sam Houston Ave.
Odessa, TX 79761

## ARTICLE 15 – APPROPRIATION OF FUNDS

CISPB and ECISD agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. CISPB and ECISD acknowledge that this Agreement is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues available to the paying party, and any future payments are subject to appropriations.

**WHEREAS,** Communities In Schools of the Permian Basin, Inc. and the Ector County Independent School District agree to the terms as set forth above, this Agreement shall be effective on the date described in Article 1 provided Agreement is fully executed by the proper authorities of each entity, after approval by the governing bodies of such entities.

AGREED TO BY:

COMMUNITIES IN SCHOOLS
OF THE PERMIAN BASIN, INC.

By:

Eliseo Elizondo, Executive Director

Date: July 16, 2025

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____

Keeley Boyer, Superintendent

Date: _____

# REQUEST FOR APPROVAL OF UIL EXEMPTION LIST FOR THE 2025-2026 SCHOOL YEAR

The Guidance and Counseling Department and Academics Department request approval of the UIL Exemption List for the 2025-2026 school year.

The UIL Exemption List is updated yearly and exempts students taking these courses from the No Pass No Play provisions as outlined in FM Local.

**MASTER SCHEDULE KEY**

Core Course Code

Code that indicates the core subject.
L=Language Arts
M=Math
X=Science
S=Social Studies

Special Course Consideration

P=Advanced Placement
D=College Dual Credit
G=Gifted and Talented
H=Honors Course
I=International Baccalaureate Course
K=International Honors
J=Credit course before 9th grade

| *Course Name* | *TEA SERVICE ID* | *Sp Crs Cns* | *Core cd* |
|---|---|---|---|
| ACCNT 1 D ACGM | 13016600 | D | |
| ACCNT 1 D WECM | 13016600 | D | |
| ACCNT 2 D ACGM | 13016700 | D | M |
| ACCNT 2 D WECM | 13016700 | D | M |
| ACCOUNT1 ZD | 13016600 | D | |
| ACCOUNT2 ZD | 13016700 | D | M |
| ACCT 1 D S1 | 13016600 | D | |
| ACCT 1 D S2 | 13016600 | D | |
| ACCTING 1D OCT | 13016600 | D | |
| ADCULART D S2 | 13022650 | D | |
| WLDG 2435 D | 13033015 | D | |
| Advanced Science D S1 | 3060320 | D | X |
| Advanced Science D S2 | 3060320 | D | X |
| ADVCULART D S1 | 13022650 | D | |
| ALG 1 HJ | 03100500 | HJ | M |
| ALG 1 GH | 03100600 | GH | M |
| ALG 1 GH J | 03100500 | GHJ | M |
| Alg 1 GIHJ | 3100500 | GKJ | M |
| ALG 1 H | 03100500 | H | M |
| ALG 1 H NC | 03100500 | H | M |
| Alg 1 IHJ | 3100500 | KJ | M |
| ALG 2 H | 03100600 | H | M |
| ALG 2 D S2 | 03100600 | D | M |
| ALG 2 GH | 03100600 | GH | M |
| ALG 2 H | 03100600 | H | M |
| ALG 2 IH | 03100600 | K | M |
| ALG 2 IH G | 03100600 | KG | M |
| ALGREA D | 03102540 | D | M |
| ANAT PHYS D A | 13020600 | D | X |
| ANAT PHYS D B | 13020600 | D | X |
| ANAT PHYS D S1 | 13020600 | D | X |
| ANAT PHYS D S2 | 13020600 | D | X |
| AP-BIO P | A3010200 | P | X |
| AP-BIO GP | A3010200 | GP | X |
| APCALCAB P | A3100101 | P | M |
| APCALCAB P CT | A3100101 | P | M |

| | | | |
|---|---|---|---|
| APCALCAB P SF | A3100101 | P | M |
| APCALCAB GP | A3100101 | GP | M |
| APCALCBC GP | A3100102 | GP | M |
| APCALCBC P | A3100102 | P | M |
| AP-CHEM GP | A3040000 | GP | X |
| AP-CHEM P | A3040000 | P | X |
| APCOSC PRIN GP | A3580300 | P | LOTE |
| APELNGLIT GDP | A3220200 | D | L |
| APENGLAN P | A3220100 | P | L |
| APENGLAN DP | A32201000 | D | L |
| APENGLAN GP | A3220100 | GP | L |
| APENGLAN NC | A3220100 | P | L |
| APENGLIT P | A3220200 | P | L |
| APENGLIT NC | A3220200 | P | L |
| APENGLIT DP | A3220200 | D | L |
| APENGLIT GP | A3220200 | GP | L |
| AP-ENVIR P | A3020000 | P | X |
| AP-ENVIR GP | A3020000 | GP | X |
| APEUHIST P | A3340200 | P | S |
| APEUHIST GP | A3340200 | GP | S |
| APFR-LAN P | A3410100 | P | Z |
| APHUMGEOW | A3360100 | P | S |
| APHUMGEOW G | A3360100 | P | S |
| APLATVG P | A3430100 | P | Z |
| APMACECO P | A3310200 | P | S |
| APMACECO DP | A3310200 | D | S |
| APMACECO GDP | A3310200 | D | S |
| APMACECO GP | A3310200 | GP | S |
| AP-PHYS1 NC | A3050003 | P | X |
| AP-PHYS1 P | A3050003 | P | X |
| AP-PHYS1 GP | A3050003 | GP | X |
| AP-PHYS2 P | A3050004 | P | X |
| AP-PHYS2 GP | A3050004 | GP | X |
| AP-PHYS2 NC | A3050004 | P | X |
| AP-PHYSCE GP | A3050005 | GP | X |
| AP-PHYSCE P | A3050005 | P | X |
| AP-PHYSCM GP | A3050006 | GP | X |
| AP-PHYSCM P | A3050006 | P | X |
| APPRECAL | A3100100 | P | M |
| APPRECAL G | A3100100 | GP | M |
| APSPALAN P | A3440100 | P | Z |
| APSPALIT | A3440200 | P | Z |
| APSTATS P | A3100200 | P | M |
| APSTATS GP | A3100200 | GP | M |
| APTACS1A P | A3580120 | P | LOTE |
| APTACSAM G | A3580110 | P | M |
| APTACSAM P | A3580110 | P | M |
| APUSGOVT P | A3330100 | P | S |
| APUSGOVT DP | A3330100 | D | S |
| APUSGOVT GDP | A3330100 | D | S |
| APUSGOVT GP | A3330100 | GP | S |
| APUSHIST P | A3340100 | P | S |
| APUSHIST DP | A3340100 | D | S |
| APUSHIST GDP | A3340100 | D | S |
| APUSHIST GP | A3340100 | GP | S |
| APWHIST GP | A3370100 | GP | S |
| APWHIST P | A3370100 | P | S |

| | | | |
|---|---|---|---|
| ART II DRAW 1 S1 | 03500500 | D | |
| ART1APP D S1 | 03500110 | D | |
| ART2DRAW1 D S2 | 03500500 | D | |
| ART3DRAW2 D S1 | 03501300 | D | |
| ART3DRAW2 D S2 | 03501300 | D | |
| ART4DRAW3 D S1 | 03502300 | D | |
| ART4DRAW3 D S2 | 03502300 | D | |
| ARTAPP1 D S2 | 03500110 | D | |
| AUMT 1301 D | 13039550 | D | |
| AUMT 1310 D | 13039600 | D | |
| AUMT 1345 D | 13039710 | D | |
| AUMT 1407 D | 13039550 | D | |
| AUMT 1416 D | 13040450 | D | |
| AUMT 1419 D | 13039700 | D | |
| AUMT 2307 D | 13040450 | D | |
| AUMT 2313 D | 13040160 | D | |
| AUMT 2317 D | 13040450 | D | |
| AUMT 2334 D | 13040450 | D | |
| AUMT 2425 D | 13040450 | D | |
| AUMT 2425-16 D | 13040450 | D | |
| AUMT 2437 D | 13039600 | D | |
| AUMT 2443 D | 13040450 | D | |
| AUTO TEC 1 D S2 | 13039600 | D | |
| AUTO TECH2 D S1 | 13039700 | D | |
| AUTOTECH 1 D S1 | 13039600 | D | |
| AUTOTECH 2 D S2 | 13039700 | D | |
| BCIS 1305 D | 13011400 | D | |
| BCIS DR | 13011400 | D | |
| BGMT 2309 D | 13034400 | D | |
| BIM 1 D | 13011400 | D | |
| BIM 1 DR | 13011500 | D | |
| BIM 1D | 13011400 | D | |
| BIM 2 D S1 | 13011500 | D | |
| BIO GH | 03010200 | GH | X |
| BIO H | 03010200 | H | X |
| BIO HD | 03010200 | H | X |
| Biology II MD, S1 | 03060300 | D | X |
| Biology II NM D S 2 | 03060300 | D | X |
| Biology II NM D S1 | 03060300 | D | X |
| BMGT 1301 D | 13012100 | D | |
| BMGT 1301 D WELD | 13012100 | D | |
| BMGT 1327 D | 13012000 | D | |
| BMGT 1341 D | 13011700 | D | |
| BMGT 1344 D | 13012100 | D | |
| BMGT 2310 D | 13016300 | D | |
| BMGT 2311 D | 13011800 | D | |
| BMGT 2388 D | 13012215 | D | |
| BSC MACH SHOP D | 13032700 | D | |
| BSC MILL OP D | 13032700 | D | |
| BUS MGT D S2 | 13012100 | D | |
| BUSG 1301-16 D | 13011200 | D | |
| BUSG 2300 D | 13034400 | D | |
| BUSG 2305 D | 13011700 | D | |
| BUSIM2 D S2 | 13011500 | D | |
| BUSMGT D S2 | 13012100 | D | |
| CALCULUS 1 D S1 | 03102501 | D | M |
| CALCULUS 1 D S2 | 03102501 | D | M |

| | | | |
|---|---|---|---|
| CDEC 1319 D | 13024800 | D | |
| CDEC 1321 D | 13024700 | D | |
| CDEC 1354 D | 13014300 | D | |
| CDEC 1356 D | 13014200 | D | |
| CDEC 1358 D | N1300510 | D | |
| CDEC 1359 D | 13024700 | D | |
| CDEC 2186 D | 13025000 | D | |
| CDEC 2287 D | 13025000 | D | |
| CDEC 2307 D | 13014200 | D | |
| CDEC 2341 D | 13014300 | D | |
| CETT 1391 D | 13037410 | D | |
| CETT 1509-16 D | 13036800 | D | |
| CHEF 1301 D | 13022600 | D | |
| CHEF 1305 D | 13022600 | D | |
| CHEF 1310 D | 13022650 | D | |
| CHEF 1314 D | 13022715 | D | |
| CHEF 1340 D | 13022705 | D | |
| CHEF 2301 D | 13022650 | D | |
| CHEF 2331 D | 13022705 | D | |
| CHEM GH | 03040000 | GH | X |
| CHEM H | 03040000 | H | X |
| CHEM H NC | 03040000 | H | X |
| CHEM IH | 03040000 | K | X |
| CHEM IH G | 03040000 | KG | X |
| Chem II S1 D | 03060310 | D | X |
| Chem II S2 D | 03060310 | D | X |
| CHILD GUID D S1 | 13024800 | D | |
| CHILDGUI D S2 | 13024800 | D | |
| CJCR 1304 D | 13029700 | D | |
| CJLE 1327 D | 13029700 | D | |
| CJLE 1346 D | 13029500 | D | |
| CJLE 2386 D | 13030100 | D | |
| CJSA 1330 D | 13018800 | D | |
| CJSA 1348 D | 13030100 | D | |
| CNBT 1300 D | 13005200 | D | |
| CNBT 1311 D | 13005100 | D | |
| CNBT 1318 D | 13005100 | D | |
| CNBT 1342 D | 13005000 | D | |
| CNBT 1346 D | 13005000 | D | |
| CNBT 1359 D | 13006200 | D | |
| CNBT 2335 D | 13006200 | D | |
| CNBT 2442 D | 13004900 | D | |
| CNBT 2480-16 D | 13006205 | D | |
| COMMAPP D | 03241400 | D | |
| COMP SCI 2 H | 3580300 | H | LOTE |
| COMP SCI 3 H | 03580350 | H | LOTE |
| COMP SCI I D S1 | 03580200 | D | |
| COMPSCI 1 D S2 | 03580200 | D | |
| CONTEMP MATH D S1 | 03102500 | D | M |
| CONTEMP MATH D S2 | 03102500 | D | M |
| CONTEMP MTH D | 3102500 | D | M |
| COSMO 1 D S1 | 13025200 | D | |
| COSMO 1 D S2 | 13025200 | D | |
| COSMO 2 D S1 | 13025310 | D | |
| COSMO II D S2 | 13025300 | D | |
| CREATIVE WR D | 03221200 | D | L |

| | | | |
|---|---|---|---|
| CREATIVE WR D S2 | 03221200 | D | L |
| CRIJ 1301 D | 13029300 | D | |
| CRIJ 1306 D | 13029600 | D | |
| CRIJ 1310 D | 13029400 | D | |
| CRIJ 1313 D | 13029400 | D | |
| CRIJ 2313 D | 13029600 | D | |
| CRIJ 2314 D | 13029550 | D | |
| CRIJ 2328 D | 13029300 | D | |
| CRIM JUST 2 D | 13029400 | D | |
| CRIMINALISTIC1D | 13029600 | D | |
| CRIMJUST 1 D S2 | 13029300 | D | |
| CRSS D | 03270100 | D | |
| CULARTS D S1 | 13022600 | D | |
| DEMIR 1416 D | 13040160 | D | |
| DEMR 1330 D | 13040150 | D | |
| DEMR 1406 D | 13040150 | D | |
| DEMR 1416 D | 13040160 | D | |
| DEMR 2331 D | 13039710 | D | |
| DEMR 2434 D | 13040450 | D | |
| DFTG 1409 D | 13004700 | D | |
| DFTG 2328 D | 13004700 | D | |
| DIEELECT CNTL D | 13040150 | D | |
| DISMAPS D | 03100000 | D | M |
| DISMAPS D S1 | 03102520 | D | M |
| DISMAPS D S2 | 03102520 | D | M |
| ECO-FE D | 03310300 | D | S |
| EEIR 1309 D | 13036900 | D | |
| ELAR 7 GH | 03200520 | GH | L |
| ELAR 7 H | 03200520 | H | L |
| ELMT 2333 D | 13037405 | D | |
| ELMT 2339 D | N1303689 | D | |
| ELPT 1355 D | 13036900 | D | |
| ELPT 2319 D | N1303689 | D | |
| EMT D | N1303015 | D | |
| ENG 1 GH | 03220100 | GH | L |
| ENG 1 GH NC | 03220100 | GH | L |
| ENG 1 H | 03220100 | H | L |
| ENG 1 H NC | 03220100 | H | L |
| ENG 2 H | 03220200 | H | L |
| ENG 2 H NC | 03220200 | H | L |
| ENG 2 GH | 03220200 | GH | L |
| ENG 2 IH | 03220200 | K | L |
| ENG 2 IH G | 03220200 | KG | L |
| ENG 3 D S1 | 03220300 | D | L |
| ENG 3 D S2 | 03220300 | D | L |
| ENG 4 D A | 03220400 | D | L |
| ENG 4 D B | 03220400 | D | L |
| ENG 8 GH | 03200530 | GH | L |
| ENG 8 H | 03200530 | H | L |
| ENG IV D S1 | 03220400 | D | L |
| ENG IV D S2 | 03220400 | D | L |
| ENGL 1 GH | 03220100 | GH | L |
| ENGL 1 H | 03220100 | H | L |
| ENGL 2 GH | 03220100 | GH | L |
| ENGL 2 H | 03220200 | H | L |

| | | | |
|---|---|---|---|
| ENGL 3 A D | 03220300 | D | L |
| ENGL 3 B D | 03220300 | D | L |
| ENVIRSYS D S1 | 03020000 | D | X |
| ENVIRSYS D S2 | 03020000 | D | X |
| EPCT 1344 D | 13033010 | D | |
| EPCT 1349 D | 13033000 | D | |
| EPCT 2300 D | 13033000 | D | |
| EPCT 2333 D | 13033010 | D | |
| FINMATH D S1 | 13018000 | D | M |
| FINMATH D S2 | 13018000 | D | M |
| FIREFIGHT 1 DS2 | 13029900 | D | |
| FIREFIGHT1 D S1 | 13029900 | D | |
| FIREFIGHT2 D S1 | 13030000 | D | |
| FREN 2 H | 03410200 | H | |
| FREN 2 IH | 03410200 | K | |
| FREN 3 H | 03410300 | H | |
| FREN 3 IH | 03410300 | K | |
| FRENCH II IHJ | 3410200 | KJ | |
| FRENCH III IHJ | 3410300 | KJ | |
| FRENCHI IHJ | 3410200 | KJ | |
| GEOM GH | 03100700 | GH | M |
| GEOM GHJ | 03100700 | GHJ | M |
| Geom GIHJ | 3100700 | GKJ | M |
| GEOM H | 03100700 | H | M |
| GEOM H NC | 03100700 | H | M |
| GEOM HJ | 03100700 | HJ | M |
| Geom IHJ | 3100700 | KJ | M |
| GERMAN 3 | 03420300 | H | |
| GERMAN 3 IH | 03420300 | K | |
| GERMAN3 H | 03420300 | H | |
| HIS GEOLOGY D | 03060310 | D | X |
| HMSY 1337 D | 13018800 | D | |
| HRPO 1311 D | 13011900 | D | |
| HUMANIT 1 D | 03221600 | D | L |
| HUMANIT 2 D | 03221610 | D | L |
| HUMANIT GH | 03221600 | GH | L |
| HUMANIT H | 03221600 | H | L |
| HUMRESMGT D | 13011900 | D | |
| IB-BIO HL-B | I3010202 | I | X |
| IB-BIO HL-B G | I3010202 | I | X |
| IB-BIO SL/HL-A | I3010201 | I | X |
| IB-BIO SL/HL-A G | I3010201 | I | X |
| IB-CHEM1 | I3040002 | I | X |
| IB-CHEM1 G | I3040002 | I | X |
| IBENG 3 | I3220300 | I | L |
| IBENG 3 G | I3220300 | I | L |
| IBENG 4 | I3220400 | I | L |
| IBENG 4 G | I3220400 | I | L |
| IBFREN 4 | I3410400 | I | L |
| IBGERM SL | I3420400 | I | L |
| IBHISTAM 1 | I3301300 | I | S |
| IBHISTAM 1 G | I3301300 | I | S |
| IBHISTAM 2 | I3301300 | I | S |
| IBHISTAM 2 G | I3301300 | I | S |
| IBHSTEUR | I3301500 | I | S |
| IBHSTEUR G | I3301500 | I | S |
| IBLAT 4 | I3430400 | I | Z |

| | | | |
|---|---|---|---|
| IBMASL YR2 | I3100200 | I | M |
| IBMASL YR2 G | I3100200 | I | M |
| IBMASTL YR2 | I3100100 | I | M |
| IBMASTL YR2 G | I3100100 | I | M |
| IB-PHYS1 I | I3050002 | I | X |
| IB-PHYS1 I G | I3050002 | I | X |
| IBSPAN 4 | I3440400 | I | Z |
| IBSPAN HL | I3440500 | I | Z |
| IBTACS1 | I3580200 | I | Z |
| IBTOK | I3000100 | I | L |
| IBTOK G | I3000100 | I | L |
| IEIR 1310 D | N1303900 | D | |
| IFWA 1318 D | 13022600 | D | |
| IND ENG H | 03221800 | H | L |
| IND ENG GH | 03221800 | GH | L |
| IND ENG2 H | 03221810 | H | L |
| IND ENG3 GH | 03221820 | GH | L |
| IND ENG3 H | 03221820 | H | L |
| Ind Soc 7 GIH | 3343000 | GK | S |
| Ind Soc 7 IH | 3343000 | K | S |
| Ind Soc 7 NC IH | 3343000 | K | S |
| Ind Soc 8 IH | 3343100 | K | S |
| Ind Soc 8 IH G | 3343100 | GK | S |
| Ind Soc 8 NC IH | 3343100 | K | S |
| IND SPCH D | 03221610 | D | |
| INMT 1417 D | 13037410 | D | |
| INPRAC D S2 | 13014400 | D | |
| INSTMTH H | 03102502 | H | M |
| INSTMTH3 GH | 03102502 | GH | M |
| INSTPRAC D S1 | 13014400 | D | |
| INSTUMTH D | 03102500 | D | M |
| INSTUMTH D A | 03102500 | D | M |
| INSTUMTH D B | 03102500 | D | M |
| INTC 1356 D | 13037415 | D | |
| INTRO COS 1 D | 13025100 | D | |
| INTROCOSMO D S2 | 13025100 | D | |
| Lang Lit 7 IH | 3200520 | K | L |
| Lang Lit 7 G IH | 3200520 | GK | L |
| Lang Lit 7 NC IH | 3200520 | K | L |
| Lang Lit 8 G IH | 3200530 | GK | L |
| Lang Lit 8 IH | 3200530 | K | L |
| Lang Lit 8 NC IH | 3200530 | K | L |
| LATIN2 H | 03430200 | H | |
| LATIN2 IH | 03430200 | K | |
| LATIN3 H | 03430300 | H | |
| LATIN3 IH | 03430300 | K | |
| LAW ENFORC 1 D | 13029300 | D | |
| LAW ENFORC 2 D | 13029400 | D | |
| LGLA 1307 D | 13029200 | D | |
| LGLA 1355 D | 13029200 | D | |
| LGLA 2313 D | 13029550 | D | |
| LIFEFIT D S1 | PES00051 | D | |
| LIFEFIT D S2 | PES00051 | D | |
| LIFEROP D | PES00053 | D | |
| LVN 1 D S2 | 13020505 | D | |
| LVN 2 D S1 | 13020515 | D | |
| LVN HST D S1 | 13020410 | D | |

| | | | |
|---|---|---|---|
| MATH 1314 D | 03101100 | D | M |
| MATH 2412 D | 03101100 | D | M |
| Math 7 IH | 3103000 | K | M |
| MATH 7 GH | 03103000 | GH | M |
| Math 7 GIH | 3103000 | K | M |
| MATH 7 H | 03103000 | H | M |
| MATH 7 NC IH | 3103000 | K | M |
| Math 8 IH | 3103100 | K | M |
| MATH 8 NC IH | 3103100 | K | M |
| MATH FOR BUS D | 13016900 | D | M |
| MATH TEACH D | 03102400 | D | M |
| MATH8 GH | 03103100 | GH | M |
| MICRO D S1 | 13020700 | D | X |
| MRKG 1311 D | 13034600 | D | |
| MUS1APL D | 03152500 | D | |
| MUSCAPPR D S1 | 03155600 | D | |
| MUSSMA S1 D | 03155700 | D | |
| MUSSMA S2 D | 03155700 | D | |
| OSHT 1301 D | N1303680 | D | |
| OSHT 1309 D | N1303680 | D | |
| OSHT 1316 D | N1303681 | D | |
| OSHT 1320 D | N1303681 | D | |
| OSHT 1405 OSHA | N1303680 | D | |
| OSHT 1491 | 13032900 | D | |
| OSHT 2305 D | 13033000 | D | |
| OSHT 2309 D | 13033000 | D | |
| OSHT 2401 D | N1303682 | D | |
| OSHT 2488-16 D | 13033010 | D | |
| OSHT1313 D | N1303682 | D | |
| PHY GEOLOGY D | 03060310 | D | X |
| PHYSICS GH | 03050000 | GH | X |
| PHYSICS H | 03050000 | H | X |
| PHYSICS H NC | 03050000 | H | X |
| POFT 2312 D | 13009900 | D | |
| CJLE 2386 D | 13030100 | D | |
| PRAC CJ D S2 | 13030100 | D | |
| PRACAUTEC D S1 | 13040470 | D | |
| PRACCUL D S2 | 13022700 | D | |
| PRACCULART D S1 | 13022700 | D | |
| PRACED TR1 D S1 | 13014505 | D | |
| PRACEDT1 D S2 | 13014505 | D | |
| PRACEDT2 D S1 | 13014510 | D | |
| PRACEDT2 D S2 | 13014510 | D | |
| PRACERLYCHL DS2 | 13014520 | D | |
| PRACLVN 2 D S2 | 13020515 | D | |
| PRACTDL 2 D | 13040410 | D | |
| PRACWELD D S2 | 13033000 | D | |
| PRACWELD D SEM1 | 13033000 | D | |
| PRAPPENG D S1 | 13036200 | D | |
| PRCAUTOTEC D S1 | 13040470 | D | |
| PRCAUTOTEC D S2 | 13040470 | D | |
| PRCHILDGUI D S1 | 13014520 | D | |
| PRE CALC D S1 | 03101100 | D | M |
| PRE CALC D S2 | 03101100 | D | M |
| PRE CALC GH | 03101100 | GH | M |
| PRE CALC H | 03101100 | H | M |
| PRECAL IH MTH | 03101100 | K | M |

| | | | |
|---|---|---|---|
| PRECAL IH MTH G | 03101100 | KG | M |
| PRECAL IH MTHMA | 03100300 | K | M |
| PRECAL IH MTHMA G | 03100300 | KG | M |
| PRIN CRIMJUS D | 13029200 | D | |
| PRINBMF D S1 | 13011200 | D | |
| PRINBMF D S2 | 13011200 | D | |
| PRINLAWENF D | 13029200 | D | |
| PRINLPCS D | 13029200 | D | |
| PROF COMM D | 13009900 | D | |
| PSTR 1301 D | 13022600 | D | |
| PSTR 2331 D | 13022705 | D | |
| PSYCH D | 03350100 | D | S |
| PTAC 1332 D | N1303900 | D | |
| PTAC 2336 D | N1303901 | D | |
| RBTC 1343 D | 13037000 | D | |
| RSTO 1304 D | 13022715 | D | |
| RSTO 1313 D | 13022705 | D | |
| RSTO 1321 D | 13022650 | D | |
| RSTO 1325 D | 13022650 | D | |
| RSTO 2386-16 D | 13022715 | D | |
| SCI 7 GH | 03060700 | GH | X |
| SCI 7 H | 03060700 | H | X |
| SCI 7 IH | 3060700 | K | X |
| SCI 7 NC IH | 3060700 | K | X |
| SCI 8 GH | 03060800 | GH | X |
| SCI 8 H | 03060800 | H | X |
| SCI 8 IH | 3060800 | K | X |
| SCI 8 NC IH | 3060800 | K | X |
| Science 7 GIH | 3060700 | GK | X |
| Science 8 GIH | 03060800 | GK | X |
| SOC D | 03370100 | D | S |
| SOCI 2336-16 D | 13029200 | D | |
| SPAN 2 D S2 | 03440200 | D | |
| SPAN 2 H | 03440200 | H | |
| SPAN 2 IH | 03440200 | K | |
| SPAN 3 H | 03440300 | H | |
| SPAN 3 SL IH | 03440300 | K | |
| SPAN II D S1 | 03440200 | D | |
| SPAN III D S1 | 03440300 | D | |
| SPAN2 H | 03440200 | H | |
| SPAN2 H J | 03440200 | HJ | |
| SPAN3 D S2 | 03440300 | D | |
| SPAN3 HJ | 03440300 | HJ | |
| SPAN4 D S1 | 03440400 | D | |
| SPAN4 D S2 | 03440400 | D | |
| Spanish I IHJ | 3440100 | KJ | |
| Spanish II IHJ | 3440200 | KJ | |
| Spanish III IHJ | 3440300 | KJ | |
| SS 7 GH | 03343000 | GH | S |
| SS 7 H | 03343000 | H | S |
| SS 8 GH | 03343100 | GH | S |
| SS 8 H | 03343100 | H | S |
| Comp Sci 2 DS1 | 03580300 | D | |
| Comp Sci 2 DS2 | 03580300 | D | |
| TEACHING I D | 13014200 | D | |
| TECA 1303 D | 13024900 | D | |
| TECA 1311 D | 13024800 | D | |

| | | | |
|---|---|---|---|
| TECA 1318 D | 13024900 | D | |
| TECH WR IB EE | 03221100 | I | L |
| TECH WR IB EE G | 03221100 | I | L |
| TECH WR D | 03221100 | D | L |
| Texas History D | 03380021 | D | |
| TX GOVT D | 03380002 | D | S |
| US GOVT D | 03330100 | D | S |
| US HIST D S1 | 03340100 | D | S |
| US HIST D S2 | 03340100 | D | S |
| USGOVT W-IB | 03330100 | I | S |
| USGOVT W-IB G | 03330100 | I | S |
| W GEO GH | 03320100 | GH | S |
| W GEO H | 03320100 | H | S |
| W GEO IH | 03320100 | K | S |
| W GEO IH G | 03320100 | KG | S |
| W HIST H | 03340400 | H | S |
| W HIST H NC | 03340400 | H | S |
| W HIST GH | 03340400 | GH | S |
| W HIST H | 03340400 | H | S |
| W HIST H NC | 03340400 | H | S |
| W HIST IH | 03340400 | K | S |
| W HIST IH G | 03340400 | KG | S |
| WELD 1 D S2 | 13032300 | D | |
| WELD 1 D SEM 1 | 13032300 | D | |
| WELD 2 D S1 | 13032400 | D | |
| WELD 2 D S2 | 13032400 | D | |
| WLDG 1325-16 D | 13033005 | D | |
| WLDG 1337-16 D | 13033015 | D | |
| WLDG 1417-16 D | 13032300 | D | |
| WLDG 1420 D | 13032400 | D | |
| WLDG 1421-16 D | 13032300 | D | |
| WLDG 1430 D | 13032400 | D | |
| WLDG 1430-16 D | 13032400 | D | |
| WLDG 1434 D S1 | 13032400 | D | |
| WLDG 1435-16 D | 13033000 | D | |
| WLDG 2388-16 D | 13033005 | D | |
| WLDG 2406 D S1 | 13033005 | D | |
| WLDG 2406 D S2 | 13033005 | D | |
| WLDG 2406-16 D | 13032650 | D | |
| WLDG 2413-16 D | 13033000 | D | |
| WLDG 2451-16 D | 13033015 | D | |
| AP2DDP P | A3500400 | P | |
| AP3DDP P | A3500500 | P | |
| APSTARTD P | A3500300 | P | |
| ENG 4 D S2 | 03220400 | D | |
| HIST GEO D S2 | 03060310 | D | |
| Physics D S2 | 03060320 | D | |
| PHYGEO D S1 | 03060310 | D | |
| Physics II D S1 | 03060320 | D | |
| FOUND OF BUS D | 13011400 | D | |
| SSADV1 D | 03380001 | D | |
| APMUSTHY P | A3150200 | P | |
| BUS COMM D S1 | 13011500 | D | |
| BUS COMM D S2 | 13011500 | D | |
| LGLA 1309 CRIT THINK LEGA | 13011600 | D | |

| | | | |
|---|---|---|---|
| LGLA POFT 1301 BUS ENG | 13011600 | D | |
| ACNT 1325 D | 13016600 | D | |
| ACCT 2 D S1 | 13016700 | D | |
| Leadership and Management in | 13021225 | D | |
| Principles of Corrections D | 13029200 | D | |
| Corrections 1 D | 13029600 | D | |
| Corrections II D | 13029700 | D | |
| PRAC LE D S2 | 13030100 | D | |
| Practicum of Corrections D | 13030100 | D | |
| LGLA 1301 LEGAL RW D | N1303014 | D | |
| LGLA 1345 CIVIL LIT D | N1303014 | D | |
| LGLA 1353 PROBATE | N1303016 | D | |
| LGLA 2309 REAL PROP | N1303016 | D | |
| LGLA 1391 SPTP PARALEGAL | N1303017 | D | |
| Practicum HS - LVN Sm | 13020500 | D | |
| CRIJ 2301 D | 13029700 | D | |

**REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS APPRAISERS FOR 2025-2026**

Each year, districts are required to have their Texas Teacher Evaluation & Support System (T-TESS) and Texas Principal Evaluation & Support System (T-PESS) appraisers approved by their Board of Trustees. The appraisers on the list have successfully completed and maintained the necessary credentials to be able to evaluate Teachers (T-TESS) and Principals (T-PESS) in ECISD.

# ECISD CERTIFIED T-TESS APPRAISERS 2025-2026

| First Name | Last Name | Role | Certification Status |
|---|---|---|---|
| Margarita | Acosta | Observer | Certified |
| Sara Jane | Agdipa | Observer | Certified |
| Priscilla | Aguilar | Assistant School Administrator | Certified |
| Heath | Anderson | District Administrator | Certified |
| Amy | Anderson | Observer | Certified |
| Amanda | Anderson | School Administrator | Certified |
| Connie | Andrews | School Administrator | Certified |
| Maribel | Aranda | School Administrator | Certified |
| Micah | Arrott | School Administrator | Certified |
| Yvonne | Asakawa | Assistant School Administrator | Certified |
| Abel | Avila | Observer | Certified |
| Melissa | Avila | Assistant School Administrator | Certified |
| Elizabeth | Avila | Assistant School Administrator | Certified |
| Monica | Azcarate | Assistant School Administrator | Certified |
| Rene | Barrientes | Assistant School Administrator | Certified |
| Jose Luis | Bautista | Assistant School Administrator | Certified |
| Jennifer | Bizzell | School Administrator | Certified |
| Amanda | Bizzell | School Administrator | Certified |
| Healther | Bland | Observer | Certified |
| Welton | Blaylock | Assistant School Administrator | Certified |
| Kira | Boen | Assistant School Administrator | Certified |
| Angela | Braziel smith | Assistant School Administrator | Certified |
| Aundrea | Brewster | School Administrator | Certified |
| Lola | Brooks | Assistant School Administrator | Certified |
| Kimberly | Bryer | Observer | Certified |
| Debra | Byrd | Assistant School Administrator | Certified |
| Samantha | Campus | Observer | Certified |
| Frances | Carlos | Observer | Certified |
| Whitney | Carter | School Administrator | Certified |
| Melissa | Carver | Observer | Certified |
| Cosme J | Casillas | Observer | Certified |
| Cheraldin | Celis | Observer | Certified |
| Jennie | Chavez | School Administrator | Certified |
| Melissa | Cooper | Observer | Certified |
| Caitlin | Couch | Observer | Certified |
| Zenovia | Crier | School Administrator | Certified |
| Mark | Crissinger | Assistant School Administrator | Certified |
| Paula | Dannheim | School Administrator | Certified |
| Denise | De Loera | School Administrator | Certified |
| Alexandria | Dobbins | Observer | Certified |
| Michel | Docktor | Assistant School Administrator | Certified |
| Becky | Docktor | Assistant School Administrator | Certified |
| Heather | Dolloff | Observer | Certified |
| April | Dominguez | Observer | Certified |

| | | | |
|---|---|---|---|
| Dora | Flores | School Administrator | Certified |
| Tanya | Galindo | School Administrator | Certified |
| Alejandra | Garcia | Assistant School Administrator | Certified |
| Sydney | Garcia | Observer | Certified |
| Angelica | Gomez | Observer | Certified |
| Nora | Gonzales | School Administrator | Certified |
| Mary | Gorman | Observer | Certified |
| Jacob | Green | School Administrator | Certified |
| Michael | Hamilton | Observer | Certified |
| Michael | Hawley | Observer | Certified |
| Carla | Head | Observer | Certified |
| Heidi | Helferich | Observer | Certified |
| Brenna | Heredia | Assistant School Administrator | Certified |
| Melvin | Hill | School Administrator | Certified |
| Misty | Hiner | Observer | Certified |
| William | Iker | School Administrator | Certified |
| Ardrayda | Jeffery | Assistant School Administrator | Certified |
| Zealia | Jenkins | Assistant School Administrator | Certified |
| Michelle | Keast | Assistant School Administrator | Certified |
| Lalonnie | King | Assistant School Administrator | Certified |
| Susana | Lara | Assistant School Administrator | Certified |
| Regina | Lee | School Administrator | Certified |
| Mayra | Leyva | Observer | Certified |
| Claudia | Lopez | School Administrator | Certified |
| Marcela | Macias | Observer | Certified |
| Crystal | Marquez | School Administrator | Certified |
| Julie | Marshall | School Administrator | Certified |
| Sam | Martinez | School Administrator | Certified |
| Karl | Miller | School Administrator | Certified |
| Elisha | Moberly - Sessions | Assistant School Administrator | Certified |
| Trisha | Montalvo | Assistant School Administrator | Certified |
| Stephanie | Moran | School Administrator | Certified |
| Efrain | Moreno | Assistant School Administrator | Certified |
| Jessica | Moreno | Assistant School Administrator | Certified |
| Healther | Morgan Dowds | Assistant School Administrator | Certified |
| Jose | Munoz | Assistant School Administrator | Certified |
| Kyrsten | Nall | District Administrator | Certified |
| Samantha | Natividad-Ramos | Assistant School Administrator | Certified |
| Jana | Norman | Assistant School Administrator | Certified |
| Stacey | Nunez | School Administrator | Certified |
| Cecilia | Nunez | Observer | Certified |
| Richard | Ontiveroz | Assistant School Administrator | Certified |
| Noe | Ortiz | School Administrator | Certified |
| Steven | Parker | Assistant School Administrator | Certified |
| Lacee | Perry | Assistant School Administrator | Certified |
| Micah | Pettigrew | Assistant School Administrator | Certified |
| Angela | Pina | Assistant School Administrator | Certified |

| | | | |
|---|---|---|---|
| Christan | Pugh | School Administrator | Certified |
| James | Ramage | School Administrator | Certified |
| Laura | Ramirez | Assistant School Administrator | Certified |
| Becky | Ramirez | Observer | Certified |
| Rebecca | Ramirez | Observer | Certified |
| Erin | Reddell | Assistant School Administrator | Certified |
| Terrance | Reece | Assistant School Administrator | Certified |
| Lizette | Rey | Assistant School Administrator | Certified |
| Valerie | Rivera | School Administrator | Certified |
| Raquel | Rodriguez | School Administrator | Certified |
| Benjie | Rosaldo | School Administrator | Certified |
| Amy | Russell | School Administrator | Certified |
| Betsabe | Salcido | District Administrator | Certified |
| Berta | Saldibar | District Administrator | Certified |
| Christina | Salinas | School Administrator | Certified |
| Amanda | Sierra | School Administrator | Certified |
| Kamye | Smith | School Administrator | Certified |
| Megan | Snyder | Observer | Certified |
| Matthew | Spivy | District Administrator | Certified |
| Kelly | Stansell | Observer | Certified |
| William | Stevens | Assistant School Administrator | Certified |
| Johna | Straw | Assistant School Administrator | Certified |
| Scot | Straw | Assistant School Administrator | Certified |
| Delesa | Styles | School Administrator | Certified |
| Lauren | Tavarez | Observer | Certified |
| Jaclyn | Thomas | Observer | Certified |
| Rosemary | aladez | Assistant School Administrator | Certified |
| Rose | Valderaz | Assistant School Administrator | Certified |
| Jolynn | Varela | Observer | Certified |
| Kristen | Vesely | Observer | Certified |
| Jean | Villarreal | Observer | Certified |
| Pricilla | Villegas | Assistant School Administrator | Certified |
| Dianne | Waggoner | Assistant School Administrator | Certified |
| Amanda | Warber | School Administrator | Certified |
| Cyndi | Washington | Assistant School Administrator | Certified |
| Jason | Watson | School Administrator | Certified |
| Megan | Watts | Assistant School Administrator | Certified |
| William | Weekly | School Administrator | Certified |
| Deann | Weekly | Assistant School Administrator | Certified |
| Robert | Whatley | Assistant School Administrator | Certified |
| Michael | Williamson | Assistant School Administrator | Certified |
| Melissa | Wilson | School Administrator | Certified |
| Lynsey | Woody | Assistant School Administrator | Certified |
| Stephanie | Wright | District Administrator | Certified |
| Danielle | Garms | Observer | In Progress |
| Alisha | Holguin | Assistant School Administrator | In Progress |
| Mirna | Jimenez | Assistant School Administrator | In Progress |

| | | | |
|---|---|---|---|
| Irma | Lopez | Observer | In Progress |
| Jaime | Rojo | Assistant School Administrator | In Progress |
| Emilee | Trammell | School Administrator | In Progress |

| Certification Year Desc |
| --- |
| 2025 - 2026 |
| 2025 - 2026 |
| 2025 - 2026 

| |
|---|
| 2025 - 2026 |
| 2025 - 2026 |
| 2025 - 2026 |

| |
|---|
| 2025 - 2026 |
| 2025 - 2026 |
| 2025 - 2026 |

| |
|---|
| 2025 - 2026 |
| 2025 - 2026 |
| 2025 - 2026 |

**REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS CALENDAR FOR 2025-2026**

Each year, districts are required to develop the schedule for Teacher and Principal appraisals. The T-TESS and T-PESS Calendar set the dates for district evaluations and appraisals for ECISD Teachers and Principals.

# *ECISD 2025-2026 Appraisal Calendar*

# T-TESS APPRAISAL CALENDAR 2025-2026

| | |
|---|---|
| T-TESS Orientation & Refresher Window | July 30, 2025 - August 22, 2025 |
| First Day for Walkthroughs | August 26, 2025 |
| First Day for Formal Observation | September 2, 2025 |
| Goal Setting & Professional Development Plan Conferences Deadline<br>*required for teachers in the first year of T-TESS appraisal or teachers new to the district | September 12, 2025 (due) |
| Late Hires – First Day for Formal Observation | 2 weeks after orientation |
| Last Day for Formal Observations for all New Teachers and those on Probationary Contracts or Growth Plan | December 19, 2025 |
| Last Day for Formal Observations for all teachers | March 6, 2026 |
| Late Hires – Goal Setting & PD Plan Conference | Within 6 weeks from the date of Orientation |
| Goal Setting & PD Plan Part I | September 26, 2025 (due) |
| Goal Setting & PD Plan Part II and Domain IV Evidence | April 10, 2026 (due) |
| End of Year Summative Conference | April 24, 2026 (due) |
| End of Year Written Appraisal | May 6, 2026 (due) |

# T-TESS Annual Appraisal Process Timeline

<table>
<tr><th colspan="3">Current Year</th><th>Next Year</th></tr>
<tr><th>Weeks 1-6</th><th>Weeks 6 through<br>End-of-Year Conferences</th><th>At Least 15 Days Prior to the Last Day of Instruction</th><th>Weeks 1-6</th></tr>
<tr><td>Teacher Orientation<br>(No later than the first three weeks of school and at least two weeks before the first observation)</td><td>Teacher Orientation for Late Hires<br><br>Goal-Setting and Professional Development Plan for Late Hires<br>- Submitted to the appraiser within six weeks from the day of the completion of the orientation.<br><br>Ongoing review of teacher and student data<br><br>Ongoing review of the GSPD plan to formatively assess progress towards goals, professional development impact, and teacher and student performance<br><br>Ongoing collection of evidence to support Domain IV<br>- Teacher and appraiser</td><td>End-of-Year Conferences<br>- Review summative scores for Domains I, II and III<br>- Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions<br>- Review results of the performance of the teachers' students<br>- Review potential goals and professional development plans for the next school year<br>Note: Domain 4 is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.</td><td rowspan="3">Teacher Orientation for teachers new to T-TESS, the district, and when district policy has changed from the last orientation.<br>(No later than the first three weeks of school and at least two weeks before the first observation)<br><br>Goal-Setting and Professional Development (GSPD) Plan<br>- Returning teachers review the goal(s) established at the EOY Conference to determine if changes are needed, and submit within first six weeks of instruction.<br>- New teachers are guided through the GSPD process to self-assess, develop goals, and establish a professional development plan, then submit within six weeks of the orientation.</td></tr>
<tr><td>Goal-Setting and Professional Development (GSPD) Plan<br>- Submitted to the appraiser for approval within six weeks from the day of completion of the orientation.<br>- A GSPD Conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district.</td><td colspan="2">Informal observations and walkthroughs with ongoing feedback to support and develop teacher practices</td></tr>
<tr><td></td><td colspan="2">Formal observation window established per local policy – Excludes/prohibits observations in the two weeks following the orientation</td></tr>
</table>

*SOURCE: T-TESS Appraiser Handbook

# T-PESS APPRAISAL CALENDAR 2025-2026

| | |
|---|---|
| School Site Visits/Informal Assessment | August 11, 2025 – May 21, 2026 |
| T-PESS Orientation & Refresher Window | July 14, 2025 – August 1, 2025 |
| T-PESS Orientation – Late Hires | September 15, 2025 – October 3, 2025 |
| Self-Assessment/BOY Goal Setting Window<br>*(Must be submitted prior to BOY Goal Setting Conference)* | August 11, 2025 – September 19, 2025 |
| Self-Assessment/BOY Goal Setting Window - Late Hires | Within 3 weeks from the date of Orientation |
| BOY Goal Setting/Refinement Conference | September 26, 2025 |
| BOY Goal Setting/Refinement Conference – Late Hires | Within 5 weeks from the date of Orientation |
| MOY Progress (Meeting Window) | December 1, 2025 – January 30, 2026 |
| MOY Progress Toward Goal Attainment Form | January 30, 2026 (due) |
| Artifacts and Evidence Identification and Collection | April 24, 2026 (due) |
| EOY Performance Discussion Window | April 27, 2026 – May 15, 2026 |
| Final Evaluation and Goal Setting Meeting | June 30, 2026 (due) |

# 2025-2026 Non T-TESS/Non T-PESS Appraisal Schedule and Procedures

All District employees must receive a formal appraisal each school year. **The appraisal document can be located in Eduphoria Strive and is directly tied to the Strategic Plan**. Those appraised under T-TESS and TPESS will follow the T-TESS or T-PESS process including Goal-Setting. Employees who are not appraised by T-TESS or T-PESS must follow the procedures below.

1. All supervisors must identify the employees in their department for whom they are responsible and share the document the supervisor will use to evaluate the employee this year.

2. Timeline:
*Goal setting: August 11, 2025-September 19, 2025
*Meet with Supervisors: September 15, 2025-October 9, 2025
*Late Hires: Goal setting and meet with supervisors within three weeks of hire

3. The appraisal documents are maintained in Eduphoria Strive. Contact Instructional Technology, Jessica Dominguez (ext. 68481) for assistance accessing documents.

4. All evaluations must be completed in **Eduphoria Strive.** No paper copies will be accepted. A **beginning** of year goal setting conference and a **mid-year** review (must be completed by February 27, 2026) is required to facilitate decision making before the awarding of contracts in February for administrators and April and May for others.

5. The following are the deadlines for completed appraisals based on the number of working days for each employee:
- 187- April 24, 2026
- 197- April 24, 2026
- 207- April 24, 2026
- 217- June 4, 2026
- 227- June 18, 2026

6. Campus administrators should work collaboratively with the appropriate departments, as needed, to assist in the appraisal of the employees supported by that department (including but

not limited to Athletics, Special Education, GT, Fine Arts, Counseling, etc.). Please note, only one appraisal is required.

7. All supervisors should gather preliminary information on the performance of each employee they supervise prior to January 31, 2026. **At or before that time, concerns must be reported to the department's supervisor (Executive Director, Chief, Assistant Supt., Associate Supt.) and appropriate HR Director if the employee may be recommended for non-renewal or termination, or if you desire to not offer a letter of reasonable assurance for a para-professional, non-contracted employee.** Documentation must show concerns were clearly communicated to the employee in a timely manner and clearly define the efforts of the supervisor to support the employee to improve in the area(s) of concern.

8. Please contact the appropriate HR Director if you have any questions or concerns.

Elem Teachers/International: Sandra.Banda@ectorcountyisd.org ext. 69352
Secondary Teachers: (Tony) Hiram.DeLaRosa@ectorcountyisd.org ext. 69353
Paraprofessionals: Jessica.Southern@ectorcountyisd.org ext. 69351
Auxiliary/Subs: Natalie.fitzgerald@ectorcountyisd.org ext. 60992
Professionals: Carole.Campbell@ectorcountyisd.org ext. 67001

# REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT BETWEEN ECTOR COUNTY ISD AND REGION 18 FOR READING ACADEMIES

This Interlocal Agreement is for Region 18 to provide Ector County ISD Comprehensive Cohorts for Reading Academies – grades Kindergarten through Third Grade as required by HB3. The cost is $3,000 per participant.

This agreement will be in effect from August 2025 through August 2026.

# INTERLOCAL AGREEMENT
## TEA HB 3 Reading Academies
## (2025-2026)
# Comprehensive Cohort(s)

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between __Ector County ISD (District), a political subdivision of the State of Texas, a non-profit corporation and open-enrollment public charter school organized and existing under the laws of the State of Texas, (hereinafter referred to as "The District") and **Education Service Center Region 18**, (hereinafter referred to as "Region 18 ESC"),

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, a goal of House Bill 3 ("HB 3"), an initiative which was passed in the 86th Legislative Session, was to increase teacher knowledge and implementation of evidenced based practices to positively impact student literacy achievement; and

WHEREAS, per HB 3 all Kindergarten through Third Grade teachers and principals must attend a HB 3 literacy achievement academy by the 2025-2026 school year; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving HB 3 Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Authorized Providers and Education Service Centers regarding their provision of HB 3 Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS, TEA states that school districts have the following two options relating to ensuring their teachers obtain HB3 Reading Academies training:

1. **Serve as an Approved Authorized Provider**

   District must have submitted an application and gained TEA approval. District, as an Authorized Provider, accepts full responsibility for administration and costs of HB 3 Reading Academies including providing staff, travel, operating expenses, and technology support.

**2. Implement HB 3 Reading Academies Locally OR implement with a TEA-approved Authorized Provider**

**A. Local--**District enters into an agreement with an Authorized Provider, and then employ staff to act as Cohort Leaders and provide Comprehensive training locally to teachers. District pays a flat fee to the Authorized Provider ($12,000 per Cohort Leader).

**OR**

**B. TEA-approved Authorized Provider (AP)**--AP charges $3000 per learner.

WHEREAS, Region 18 ESC, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this agreement with school districts that opt to provide Reading Academy training for their teachers through Option 2A or 2B above.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

## I. Designation by District of Reading Academies Services to be Provided by Region 18

### ESC:

The District opts to utilize Region 18 ESC as an Authorized Provider to provide the HB 3 Reading Academy training via the **Comprehensive Model** to teachers.

## II. Responsibilities of the Parties.

a. For Region 18 ESC:

1) Ensure all Cohort Leaders meet the screening requirements determined by TEA.
2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
5) Support online training as determined by the TEA.
6) Review submitted assignments and provide individual scoring and feedback.
7) Coordinate any additional logistics with the district.
8) Communicate monthly progress towards participant course completion.
9) Provide registration assistance, logistical support and technical assistance to Cohort Leaders and the District.

b. For the District:

1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
2) Identify participants, including pathways for HB 3 Reading Academies.
3) Support district participants in creation of TEALearn Account.
4) Structure the district professional development calendar to support the implementation of Reading Academies.
5) Communicate Reading Academies expectations to participants.
6) Provide necessary resources or technology for participants to participate in digital learning mandated by TEA.
7) Submit requested documentation as part of the program evaluation process or information requests from TEA.
8) Support Region 18 ESC in tracking and supporting teacher completion of Reading Academy requirements.
9) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time period.

## III. TERM OF AGREEMENT

This Agreement shall be effective from August 2025, and terminate, except as provided herein, in August 2026, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by Region 18 ESC of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

## IV. FEES

For Option 2B, the district will pay a $3000 fee per participant, with a total of 119 participants for a total cost of $357,000. District will make these payments from current revenues available to it. For Option 2A, the district will pay the $12,000 fee per Cohort Leader to support Local Implementation.

## V. ADDITIONAL TERMS AND CONDITIONS.

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.

2. **Entire Agreement**. This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

3. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

4. **Third Party Beneficiaries**. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

5. **Governing Law**. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Midland County, Texas.

6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of Region 18 ESC, of the staff and employees of Region 18 ESC, or of the District.

7. **Dispute Resolution.** The Executive Director of Region 18 ESC or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

8. **Severability**. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Chapter 552 of the Texas Government Code as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of confidential information and will assert a lawful objection or privilege to keep such information confidential.

10. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

**The individuals signing below are authorized to do so by the respective Parties to this Agreement.**

**FOR AND ON BEHALF OF THE DISTRICT FOR AND ON BEHALF OF REGION 18 ESC**

| | |
|---|---|
| **By: _____** | **By: _____** |
| **Superintendent Signature** | **ESC 18 Authorized Signature** |
| _____ | _____ |
| **Printed Name** | **Printed Name and Title** |
| _____ | _____ |
| **Date** | **Date** |
| _____ | Jill Rivera |
| **District Contact Person** | **Region 18 ESC Contact Person** |
| | Associate Director of Instruction and School Support |
| _____ | _____ |
| **Title of Contact** | **Title of Contact** |
| | 2811 LaForce Blvd |
| _____ | _____ |
| **Street Address** | **Street Address** |
| | Midland, TX 79706 |
| _____ | _____ |
| **City, State Zip** | **City, State Zip** |
| | 432-561-4307 |
| _____ | _____ |
| **Contact's Telephone Number** | **Contact's Telephone Number** |

# REQUEST FOR APPROVAL OF AMENDMENTS TO THE STUDENT CODE OF CONDUCT

Attached are the legislative bills from the 89th Legislative Session that affect the Student Code of Conduct. The Student Code of Conduct will be edited to reflect these legislative changes which include HB 6 and HB 1481.

**********

Administrative Recommendation:

Approval of the amendments to the 2025-2026 Student Code of Conduct

Student Code of Conduct Amendments

2025-2026

Legislative bills from the 89th Legislative Session that affect the Student Code of Conduct:

**HB 6** amends the mandatory placement requirement in a DAEP for offenses related to e-cigarettes. An administrator may place a student in a disciplinary alternative education program for the first time offense of possession or use of a nicotine delivery product or e-cigarette. If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first time under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. (Pg. 12 Student Code of Conduct).

**HB 6** provides that there is no limit on the number of days a student may be assigned to ISS. However, the principal or other appropriate administrator must review the ISS assignment at least once every 10 school days to determine the educational progress of the child and whether continued assignment to ISS is appropriate. If they determine it is appropriate, they must document that decision. (pg. 17-18 Student Code of Conduct)

**HB 6** The district shall not use out-of-school suspension for students below grade 3 **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 sections 46.02 or 46.05
>
> Conduct that threatens the immediate health and safety of other students in the classroom.
>
> Documented conduct that results in repeated or significant disruption to the classroom.
>
> 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

(pgs. 18-19 Student Code of Conduct)

**HB 6** Assault against a school employee or volunteer is now a mandatory expulsion. (pg. 23 Student Code Of Conduct)

**HB 1481** prohibits the use of personal communication devices while on school property during the school day. Any district rules regarding possession, use, or prohibition of these items should be included in the district's acceptable use agreements, which should be signed each year. HB 1481 indicates that the district must establish disciplinary measures to be imposed for violations of the prohibition on the use of a personal communication device. The district should articulate the consequences for violations

of the Code of Conduct. A definition of “personal communication device” has been added pursuant to legal revisions in HB 1481. (pg.9 Student Code of Conduct)

# 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

## Table of Contents


**ECISD Student Code of Conduct ..... 3**

Accessibility ..... 3

Purpose ..... 3

**School District Authority and Jurisdiction ..... 4**

Campus Behavior Coordinator ..... 4

Threat Assessment & Safe and Supportive School ..... 4

Reporting Crimes ..... 5

Participating in Graduation Activities ..... 5

Unauthorized Persons ..... 6

**Standards for Student Conduct… ..... 6**

General Conduct Violations ..... 7

Disregard for Authority ..... 7

Mistreatment of Others ..... 7

Property Offenses ..... 8

Possession of Prohibited Items ..... 8

Possession of Telecommunications or Other Electronic Devices ..... 9

Illegal, Prescription, and Over-the-Counter Drugs ..... 9

Misuse of Technology Resources and the Internet ..... 9

Safety Transgressions ..... 10

Miscellaneous Offenses ..... 10

**Discipline Management Techniques ..... 11**

Students with Disabilities ..... 11

Techniques ..... 11

Prohibited Aversive Techniques ..... 12

Notification ..... 13

Appeals ..... 13

**Removal from the School Bus ..... 14**

**Removal from the Regular Educational Setting… ..... 15**

Routine Referral ..... 15

Formal Removal ..... 15

Returning a Student to the Classroom ..... 16

**Out-of-School Suspension ..... 16**

Misconduct ..... 16

Process ..... 16

Coursework During Suspension ..... 17
**Disciplinary Alternative Education Program (DAEP) Placement ..... 17**
Discretionary Placement: Misconduct That May Result in DAEP Placement ..... 18
Misconduct Identified in State Law ..... 18
Mandatory Placement: Misconduct That Requires DAEP Placement ..... 19
**Sexual Assault and Campus Assignments ..... 20**
Process ..... 21
Conference ..... 21
Consideration of Mitigating Factors ..... 21
Placement Order ..... 21
Coursework Notice ..... 22
Length of Placement ..... 22
Exceeds One Year ..... 22
Exceeds School Year ..... 22
Exceeds 60 Days ..... 23
Appeals ..... 23
Restrictions During Placement ..... 23
Placement Review ..... 23
Additional Misconduct ..... 24
Notice of Criminal Proceedings ..... 24
Withdrawal During Process ..... 25
Newly Enrolled Students ..... 25
Emergency Placement Procedure ..... 25
Transition Services… ..... 25
**Placement and/or Expulsion for Certain Offenses ..... 26**
Registered Sex Offenders ..... 26
Review Committee ..... 26
Newly Enrolled Student ..... 26
Appeal ..... 27
Certain Felonies ..... 27
Hearing and Required Findings ..... 27
Length of Placement ..... 28
Placement Review ..... 28
Newly Enrolled Students ..... 28
**Expulsion ..... 28**

Table of Contents

**Discretionary Expulsion: Misconduct That May Result in Expulsion ..... 29**
Any Location ..... 29
At School, Within 300 Feet, or at a School Event ..... 29
Within 300 Feet of School ..... 30
Property of Another District ..... 30
While in DAEP ..... 30
**Mandatory Expulsion: Misconduct That Requires Expulsion ..... 31**
Under Federal Law ..... 31
Under the Penal Code ..... 31
**Under Age Ten ..... 32**
**Process ..... 32**
Hearing ..... 32
Board Review of Expulsion ..... 33
Expulsion Order ..... 33
**Length of Expulsion ..... 34**
**Withdrawal During Process ..... 34**
**Additional Misconduct ..... 35**
**Restrictions During Expulsion ..... 35**
**Newly Enrolled Students ..... 35**
**Emergency Expulsion Procedures ..... 36**
**DAEP Placement of Expelled Students ..... 36**
**Transition Services ..... 36**
Glossary ..... 37

# 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.ectorcountyisd.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 boundary line;
- 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 the law, the board has coordinated with the CBC 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 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.
- Exercise 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 any behavior that violates the Student Code of Conduct and is motivated by antisemitism (see Glossary)
- 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**.)
- Enter, without authorization, district facilities that are not open for operations

**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 hand instrument designed to cut or stab another by being thrown
- 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 **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 personal communication device, including a cell phone, or other electronic device on school property during the instructional school day, including during passing periods and at lunch. (**See Glossary)**
- The district may authorize the use of a personal communication device for the following reasons:
  - To implement an individualized education program (IEP) or for a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C Section 794) or a similar plan;
  - With documented need based on a directive from a qualified physician, or
  - To comply with a health or safety requirement imposed by law or a part of the district's safety protocols.

Unauthorized use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

In Accordance with the district policy and the Student Code of Conduct, students are prohibited from using personal communication devices, including but not limited to cell phones, smartwatches, wireless earbuds, wireless headphones, flip phones, pagers, and other electronic devices capable of telecommunications or digital communication on school property during the school day.
Violations of this policy are subject to disciplinary actions, which shall include:

- Confiscation of the device
- Parent conferences
- In-School Suspension (ISS)
- Out of School Suspensions (OSS)

The school may impose additional consequences as outlined in the Student Code of Conduct for the continued refusal to follow the 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.

**Technology Resources, Systems, Programs, 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.
- 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.
- Utilize artificial intelligence (AI) tools or technologies to:
  - Generate, modify, or manipulate academic work in a way that constitutes plagiarism or academic dishonesty.
  - Create, distribute, or engage with content that violates school policies on bullying, harassment, or inappropriate content.
  - Impersonate school staff, other students, or any other individuals in digital communications or online platforms.
  - Attempt to compromise or manipulate district AI systems or automated decision-making processes, if any are in use.
  - Share district-provided AI tool access credentials with others or use AI tools in ways not authorized by the district.

- Use AI technologies to attempt to gain unauthorized access to district systems, data, or resources.
- Engage in any other AI-related activities that violate the spirit of existing technology use policies or disrupt the educational environment.

### 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 a valid cause.

### Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- 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.

**First-Time Offence of Possession or Use of Nicotine Delivery Products or E-Cigarette**

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by section 161.081, Health and Safety Code.

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 days.

**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 (CBC) 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 to provide to the student written notification of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. 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 CBC 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.

**Parental Involvement**

The principal, campus behavior coordinator, or other appropriate administrator shall notify the parent of or person standing in parental relation to a student who has been placed in a disciplinary alternative education program (DAEP) or expelled of the parent's or person's right to request a behavioral agreement that specifies the responsibilities of the parent or person and student.

The behavioral agreement must specify the responsibilities of the student and parent/guardian. If followed, the agreement may result in a reduced disciplinary placement period, as outlined in the agreement. Reduction in the disciplinary placement period does not entitle the student to different disciplinary placement. The decision to reduce, revoke, or amend the disciplinary placement period is at the sole discretion of the school administration.

Compliance with the agreement is required for the reduction to remain valid.

### 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 online at the following address: www.ectorcountyisd.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 CBC'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.

Students 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.

3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.0.

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Within three school days of the formal removal, the CBC 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 CBC 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**

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, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third-class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return **or** a return to class plan has been prepared for that student.

**Appeals of Formal Teacher Removals**

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

## In-School suspension

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.
During in-school suspension, a student shall receive appropriate behavioral support

services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-cigarette for limitations to the general rule.]

**Process**

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC 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.

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

## 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 below grade 3 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 threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom;
- 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 CBC 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 CBC 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); or
- 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.

**Alternative Assignment**

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student

placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation, and they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

## 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.
- Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124
- Possesses or uses an e-cigarette, as defined by Section 161.081, Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time \Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

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. Aggregated robbery or felonies listed as offenses in Title 5 (see Glossary) of the Penal Code are punishable as mandatory expulsions.

The CBC **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).
    - Except as provided by Education Code 37.007(a)(3) Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of a controlled substance, or a dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in the **Expulsion** section.) (See glossary for "under the influence.")
    - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. 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.
    - 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.
    - 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 as defined by Section 161.081, Health and Safety Code.
    - 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).
- 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 that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

The student receives deferred prosecution (see glossary), or a court or jury finds that the student has engaged in delinquent conduct (see glossary), or the superintendent or designee has a reasonable belief under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:

- A felony offense under Title 5;
- The offense of deadly conduct under Section 22.05;
- The felony offense of aggravated robbery under Section 29.003;
- The offense of disorderly conduct involving a firearm under Section 42.01 (a)(7) or (8) or
- The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

**Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- If a student has been convicted of continuous sexual abuse of a young child or disabled individual, 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 CBC.

**Conference**

When a student is removed from class for a DAEP offense, the CBC 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 CBC 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 CBC 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 of Conduct.

***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 Online at the following address: www.ectorcountyisd.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 CBC 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.

### Transition Services

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.
- 531

## 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 deadly conduct. (See glossary)

### Within 300 Feet of School

A student **may** be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line:

### 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)
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening or exhibit or use a firearm under Education Code 37.125.
- 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.
    - Kidnapping or Aggravated kidnapping.
    - Aggravated robbery.
    - Burglary, robbery, or aggravated robbery
    - Manslaughter.
    - Criminally negligent homicide.
    - Continuous sexual abuse of a young child or disabled individual.
    - 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 the 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 decision. 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 with 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.

**Certain Felonies**

Regardless of whether DAEP 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 CBC 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;
- 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;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- 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
- 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 this section is entitled to a review of his or her status, including academic status, by the CBC 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.

## 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

**Antisemitism** is defined by Government Code Section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

**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 ofthe 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 silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; 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
    - Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
    - Making a telephone call and intentionally failing to hang up or disengage the connection;
    - Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
    - Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.
    - Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
    - Making obscene, intimidating, or threatening telephone calls or other electronic communications form 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.

**Personal Communication Device** means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, wireless earbuds, smartglasses, fitness trackers, gaming devices, headphones, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. 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;
3. Personal communication devices or electronic devices; or
4. 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;
- Armor-piercing ammunition;
- A chemical dispensing device;
- A zip gun;
- A tire deflation device;
- An improvised explosive device; or

**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
- 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.

**Use of personal device-** use means a device in possession of a student that is turned on and capable of receiving or sending a communication signal

**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.

# REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH ODESSA COLLEGE FOR THE TEACHER RESIDENCY PROGRAM 2025-2026

This agreement outlines the Teacher Residency program between ECISD and Odessa College. The Teacher Residency is a supervised educator assignment for an entire school year through a partnership between Odessa College and ECISD that may lead to completion of an enhanced standard certificate. The purpose of this agreement is to articulate the goals of the partnership and to specify the responsibilities associated with implementing the yearlong residency program and to improve educator preparation, with the end goal of improving ECISD student achievement.

**Memorandum of Understanding**
**between**
**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**and**
**ODESSA COLLEGE**
**Teacher Residencies**

**Parties:** This Memorandum of Understanding (MOU) is entered into on August 19, 2025 between Odessa College, an agency authorized under the laws of the State of Texas, and Ector County Independent School District (hereinafter "ISD" or "District") for the purposes stated herein; individually, ISD and Odessa College may be referred to as Party, and collectively as Parties.

Whereas, the parties to this MOU desire to continue their support of Odessa College clinical teachers, serving elementary and secondary grade-levels, for the completion of the clinical teaching experience required by the State of Texas and the State Board for Educator Certification for the certification of teachers.

**Purpose:** The purpose of this agreement is to articulate the goals of the Partnership and to specify each Party's responsibilities associated with implementing the Odessa College yearlong residency program and to improve educator preparation, with the end goal of improving ISD student achievement.

**Collaborative goals:**

Working together, the Partnership shall design, implement, and continuously improve a high-quality teacher residency. The Partnership's collaborative goals include the following:

- Commit to the principles of high-quality residency programs
- Recruit and prepare residents in certification areas to meet district hiring needs
- Align program focus and resources with school improvement strategies, including by embedding university strengths and expertise inside PK-12 schools
- Engage in shared continuous learning to improve the Partnership and residency outcomes, ensuring that data sharing agreements, outcomes of interest, and interpretive lenses serve the Partnership's collaborative goals

**Definitions (per TAC 228.2):**

*Campus Supervisor:* A school administrator or designee responsible for the annual performance appraisal of an intern or a candidate pursuing a residency certificate

*Co-teaching:* A practice in which two or more teachers share instructional responsibility for a single group of students to address specific content and related learning objectives through a variety of approaches that best support the students' learning needs.

*Host Teacher*: For a teacher resident candidate, an educator who is jointly assigned by the EPP (Educator Preparation Program) and the campus administrator who supports the candidate through co-teaching and coaching during their residency field placement. To be a host teacher, the following qualifications must be met:

- at least 3 creditable years of teaching experience
- an accomplished educator, as determined by the EPP in partnership with the district or campus administration, and shown, by:
    - at least 3 years of proficient or above proficient ratings on teacher evaluations;
    - demonstrated evidence of positive impact on student learning as determined by a set of student growth and/or achievement data agreed upon by the partnership; and
    - Other dispositional criteria prioritized by the residency partnerships;
- trained by the EPP, including training in co-teaching strategies and how to coach and mentor teacher candidates, at least twice per school year, including before or within three weeks after being assigned as a host teacher;
- Not assigned to the candidate as a field supervisor; and
- Valid certification in the certification category for the residency assignment for which the residency candidate is seeking certification.

*Residency:* A supervised educator assignment for an entire school year through a partnership between an EPP and a public school accredited by the TEA or other school approved by the TEA for this purpose that may lead to completion of an enhanced standard certificate.

*Field Supervisor (Site Coordinator):* A currently certified educator, who preferably has advanced credentials, hired by the EPP to observe candidates, monitor their performance, and provide constructive feedback to improve their effectiveness as educators;

- who is an accomplished educator as shown by student learning;
- who is not employed by the same school where the teacher candidate being supervised is completing his or her clinical teaching;
- who has been trained by the EPP as a field supervisor;
- for a supervisor of residency candidates, trained annually by the EPP in coaching and co-teaching strategies and candidate evaluation and participation in school and/or district trainings, as determined by the district partner
- who has completed TEA-approved training OR is a currently certified Texas Teacher Evaluation and Support System (T-TESS) appraiser;
- who is not assigned to the candidate as a mentor, cooperating teacher, or site supervisor;
- who has at least three (3) years of experience in the class (in this case, teacher) in which supervision is provided; OR has experience as a campus-level administrator and who holds a current certificate that is appropriate for a principal assignment

- who has valid certification in the class (in this case, teacher) in which supervision is provided, OR at least a master's degree in the academic area or field related to the certification class for which supervision is being provided

**Shared responsibilities:**

- Form a governance committee to jointly develop, monitor, and revise the residency program model and structures. The committee shall:
    - Include key leaders and other stakeholders from both Odessa College and the District.
    - Meet at least quarterly on shared agenda items, addressing both short-term needs and long-term planning to achieve the ultimate goals of the partnership.
    - Develop shared program processes and responsibilities including process for selecting residency sites, host teachers, and residents.
- Odessa College and ISD will each appoint a coordinator for the residency program, who will maintain further communication for adjustments and trouble-shooting throughout the year.
- Co-develop a timeline for recruitment, selection, and placement of residents and host teachers including: initial screenings and criteria, resident and host teacher applications, selection protocols, resident placement and hiring process.
- Collaboratively recruit prospective future teachers to the teacher preparation program
- Ensure that the resident is supervised in all residency experiences by a team comprised of a host teacher, the campus principal, and Odessa College assigned site coordinator. Supervision shall meet the requirements as described in the residency handbook and TAC 228.
- Upon completion of the program, complete an evaluation of the residents eligibility for initial certification
- Direct employees, under the party's control, to perform obligations under this Agreement

**Odessa College responsibilities:**

- Recommend for placement only those candidates who have met the requirements established by the EPP
- Request placements that align with the certification area and grade span for the resident.
- Require residents to abide by and uphold the regulations and responsibilities contained within the Odessa College Residency handbook, Odessa College policies, the Texas Educator Code of Ethics, FERPA, and the ISD Policies and Procedures. In the event of student misconduct that violates criminal law or requires disciplinary action, all applicable ISD and Odessa College policies will be followed.
- Provide a residency handbook that explains the program for all stakeholders; includes expectations of Odessa College and ISD personnel who work with teacher candidates, and Odessa College contact information.
- Provide an orientation to include training for host teachers.
- Recruit and train qualified Field Supervisors/Site Coordinators. The site coordinators will conduct observations as required by TAC 228 using the TTESS Observation Instrument.

Copies of each observation will be provided to the observed resident and the host teacher.

- Provide teacher residents, field supervisors/site coordinators, host teachers, and ISD personnel access to curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules, or any other documentation or materials necessary to effectively facilitate and support the resident during the yearlong residency.
- Use residents' assessment data to modify and adjust teacher education programs to better foster graduates' mastery of competencies.
- To the extent that Odessa College has access to student education records, they shall not use such education records for any purpose other than the performance of this Agreement and in accordance with FERPA.

**Ector County ISD responsibilities:**

- Provide placement opportunities for residents in schools with strong mentor teachers and administrators for the purpose of providing the best residency experience possible.
- Support residents with the administrations of PK-12 student perception surveys for the purposes of professional learning.
- Permit residents to video record themselves in compliance with all District policies as they deliver instruction for the purpose of licensure, self-reflection, and personal professional development. All personally identifiable information for students shall be excluded.
- Offer to employ qualified residents as District employees, at the District's sole discretion, with a schedule agreed upon by Odessa College and the District. Residents will be due the normal rights and responsibilities of district employees.
- Not recruit teacher candidates or clinical teachers away from the program as teachers of record prior to their completion of the full teacher education program.
- Utilize residents as substitute teachers only when necessary and in compliance with the policy communicated in the Yearlong Residency handbook.
- Participate in quarterly governance meetings between school administrators, district administrators, and Odessa College personnel to analyze program strengths and weaknesses and determine next steps.
- Assist Odessa College with assessment and feedback of individual residents and of the clinical experience program by completing assessment forms provided by Odessa College.
- Identify a district point of contact for the placement of residents, identification of host teachers, and to serve as the key liaison between Odessa College and the District.
- In accordance with the schedule agreed upon by Odessa College and the District, the District will allow residents to attend required seminars and other courses and provide support as needed to complete required seminar assignments.
- Provide access to District resources including but not limited to curriculum documents, email, online resources, libraries, forms, student records, and professional development opportunities.
- Direct host teachers and campus supervisors to complete all assessments of residents in the platform designated by Odessa College.

**PERIOD OF PERFORMANCE**

The term of this Agreement shall commence September 1, 2025 and terminate August 31, 2026, unless otherwise extended by mutual written agreement of the parties.

**DISPUTE RESOLUTION**

Odessa College 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.

Odessa College and Ector County ISD 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 Odessa College's or Ector County ISD's right to assert all claims and defenses in a lawsuit arising from or related to this Agreement.

**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.

**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.

Keeley Boyer
Superintendent of Schools

**Date**

**Gregory D. Williams**
President of Odessa College

**Date**

# REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN FOR THE TEACHER RESIDENCY PROGRAM 2025-2026

This agreement outlines the Teacher Residency program between ECISD and The University of Texas of the Permian Basin. The Teacher Residency is a supervised educator assignment for an entire school year through a partnership between UTPB and ECISD that may lead to completion of an enhanced standard certificate. The purpose of this agreement is to articulate the goals of the partnership and to specify the responsibilities associated with implementing the yearlong residency program and to improve educator preparation, with the end goal of improving ECISD student achievement.

**Memorandum of Understanding**
**between**
**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**and**
**The University of Texas of the Permian Basin**
**Teacher Residencies**

**Parties:** This Memorandum of Understanding (MOU) is entered into on August 19, 2025 between The University of Texas Permian Basin (UTPB), an agency authorized under the laws of the State of Texas, and a member of the University of Texas System (hereinafter "University"), through its College of Education (UTPBCOE), and Ector County Independent School District (hereinafter "ISD" or "District") for the purposes stated herein; individually, ISD and UTPBCOE may be referred to as Party, and collectively as Parties.

Whereas, the parties to this MOU desire to continue their support of UTPBCOE clinical teachers, serving elementary and secondary grade-levels, for the completion of the clinical teaching experience required by the State of Texas and the State Board for Educator Certification for the certification of teachers.

**Purpose:** The purpose of this agreement is to articulate the goals of the Partnership and to specify each Party's responsibilities associated with implementing the UTPBCOE yearlong residency program and to improve educator preparation, with the end goal of improving ISD student achievement.

**Collaborative goals:**

Working together, the Partnership shall design, implement, and continuously improve a high-quality teacher residency. The Partnership's collaborative goals include the following:

- Commit to the principles of high-quality residency programs
- Recruit and prepare residents in certification areas to meet district hiring needs
- Align program focus and resources with school improvement strategies, including by embedding university strengths and expertise inside PK-12 schools
- Engage in shared continuous learning to improve the Partnership and residency outcomes, ensuring that data sharing agreements, outcomes of interest, and interpretive lenses serve the Partnership's collaborative goals

**Definitions (per TAC 228.2):**

*Campus Supervisor:* A school administrator or designee responsible for the annual performance appraisal of an intern or a candidate pursuing a residency certificate

*Co-teaching:* A practice in which two or more teachers share instructional responsibility for a single group of students to address specific content and related learning objectives through a variety of approaches that best support the students' learning needs.

*Host Teacher (MCL)*: For a teacher resident candidate, an educator who is jointly assigned by the EPP (Educator Preparation Program) and the campus administrator who supports the candidate through co-teaching and coaching during their residency field placement. To be a host teacher, the following qualifications must be met:

- at least 3 creditable years of teaching experience
- an accomplished educator, as determined by the EPP in partnership with the district or campus administration, and shown, by:
    - at least 3 years of proficient or above proficient ratings on teacher evaluations;
    - demonstrated evidence of positive impact on student learning as determined by a set of student growth and/or achievement data agreed upon by the partnership; and
    - Other dispositional criteria prioritized by the residency partnerships;
- trained by the EPP, including training in co-teaching strategies and how to coach and mentor teacher candidates, at least twice per school year, including before or within three weeks after being assigned as a host teacher;
- Not assigned to the candidate as a field supervisor; and
- Valid certification in the certification category for the residency assignment for which the residency candidate is seeking certification.

*Residency:* A supervised educator assignment for an entire school year through a partnership between an EPP and a public school accredited by the TEA or other school approved by the TEA for this purpose that may lead to completion of an enhanced standard certificate.

*Field Supervisor (Site Coordinator):* A currently certified educator, who preferably has advanced credentials, hired by the EPP to observe candidates, monitor their performance, and provide constructive feedback to improve their effectiveness as educators;

- who is an accomplished educator as shown by student learning;
- who is not employed by the same school where the teacher candidate being supervised is completing his or her clinical teaching;
- who has been trained by the EPP as a field supervisor;
- for a supervisor of residency candidates, trained annually by the EPP in coaching and co-teaching strategies and candidate evaluation and participation in school and/or district trainings, as determined by the district partner
- who has completed TEA-approved training OR is a currently certified Texas Teacher Evaluation and Support System (T-TESS) appraiser;
- who is not assigned to the candidate as a mentor, host teacher, or site supervisor;
- who has at least three (3) years of experience in the class (in this case, teacher) in which supervision is provided; OR has experience as a campus-level administrator and who holds a current certificate that is appropriate for a principal assignment

- who has valid certification in the class (in this case, teacher) in which supervision is provided, OR at least a master's degree in the academic area or field related to the certification class for which supervision is being provided

**Shared responsibilities:**

- Form a governance committee to jointly develop, monitor, and revise the residency program model and structures. The committee shall:
    - Include key leaders and other stakeholders from both UTPBCOE and the District.
    - Meet at least quarterly on shared agenda items, addressing both short-term needs and long-term planning to achieve the ultimate goals of the partnership.
    - Develop shared program processes and responsibilities including process for selecting residency sites, host teachers/MCLs, and residents.
- UTPBCOE and ISD will each appoint a coordinator for the residency program, who will maintain further communication for adjustments and trouble-shooting throughout the year.
- Co-develop a timeline for recruitment, selection, and placement of residents and host teachers/MCLs including: initial screenings and criteria, resident and host teacher applications, selection protocols, resident placement and hiring process
- Collaboratively recruit prospective future teachers to the teacher preparation program
- Ensure that the resident is supervised in all residency experiences by a team comprised of an MCL, the campus principal, and UTPBCOE assigned site coordinator. Supervision shall meet the requirements as described in the residency handbook and TAC 228
- Upon completion of the program, complete an evaluation of the residents eligibility for initial certification
- Direct employees, under the party's control, to perform obligations under this Agreement

**UTPBCOE responsibilities:**

- Recommend for placement only those candidates who have met the requirements established by the EPP
- Request placements that align with the certification area and grade span for the resident.
- Require residents to abide by and uphold the regulations and responsibilities contained within the UTPB Yearlong Residency handbook, UTPB policies, the Texas Educator Code of Ethics, FERPA, and the ISD Policies and Procedures. In the event of student misconduct that violates criminal law or requires disciplinary action, all applicable ISD and UTPB policies will be followed.
- Provide a residency handbook that explains the program for all stakeholders; includes expectations of UTPBCOE and ISD personnel who work with teacher candidates, and UTPBCOE contact information.
- Provide an orientation to include training for host teachers/MCLS
- Recruit and train qualified Field Supervisors/Site Coordinators. The site coordinators will conduct observations as required by TAC 228 using the TTESS Observation Instrument. Copies of each observation will be provided to the observed resident and the host teacher.

- Provide teacher residents, field supervisors/site coordinators, host teachers/MCLs, and ISD personnel access to curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules, or any other documentation or materials necessary to effectively facilitate and support the resident during the yearlong residency.
- Use residents' assessment data to modify and adjust teacher education programs to better foster graduates' mastery of competencies.
- To the extent that UTPBCOE has access to student education records, they shall not use such education records for any purpose other than the performance of this Agreement and in accordance with FERPA.

**Ector County ISD responsibilities:**

- Provide placement opportunities for residents in schools with strong mentor teachers and administrators for the purpose of providing the best residency experience possible.
- Support residents with the administrations of PK-12 student perception surveys for the purposes of professional learning.
- Permit residents to video record themselves in compliance with all District policies as they deliver instruction for the purpose of licensure, self-reflection, and personal professional development. All personally identifiable information for students shall be excluded.
- Offer to employ qualified residents as District employees, in the District's sole discretion, with a schedule agreed upon by UTPBCOE and the District. Residents will be due the normal rights and responsibilities of district employees.
- Not recruit teacher candidates or clinical teachers away from the program as teachers of record prior to their completion of the full teacher education program.
- Utilize residents as substitute teachers only when necessary and in compliance with the policy communicated in the Yearlong Residency handbook.
- Participate in quarterly governance meetings between school administrators, district administrators, and UTPBCOE personnel to analyze program strengths and weaknesses and determine next steps.
- Assist UTPBCOE with assessment and feedback of individual residents and of the clinical experience program by completing assessment forms provided by UTPBCOE.
- Identify a district point of contact for the placement of residents, identification of host teachers/MCLs, and to serve as the key liaison between the UTPBCOE and the District.
- In accordance with the schedule agreed upon by UTPBCOE and the District, the District will allow residents to attend required seminars and other courses and provide support as needed to complete required seminar assignments.
- Provide access to District resources including but not limited to curriculum documents, email, online resources, libraries, forms, student records, and professional development opportunities.
- Direct host teachers/MCLs and campus supervisors to complete all assessments of residents in the platform designated by the UTPBCOE.

**PERIOD OF PERFORMANCE**

The term of this Agreement shall commence September 1, 2025 and terminate August 31, 2026, unless otherwise extended by mutual written agreement of the parties.

**DISPUTE RESOLUTION**

UTPB 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.

UTPB and DISTRICT 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 UTPBCOE's or DISTRICT's right to assert all claims and defenses in a lawsuit arising from or related to this Agreement.

**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.

**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**<br>**Ector County ISD** | **Accepted for**<br>**The University of Texas Permian Basin:** |
|---|---|
| | D. Rajalingam |
| Keeley Boyer | Rajalingam Dakshinamurthy |
| Superintendent of Schools | Provost/Senior Vice President of Academic Affairs |
| | 06/08/2025 |
| **Date** | **Date** |

# MOU - Teacher Residents - UTPB_ECISD

Final Audit Report 2025-08-07

| | |
|---|---|
| Created: | 2025-08-06 |
| By: | Jennifer Seybert (seybert_je@utpb.edu) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQs9JfJxKzkLlrkXbvRCtWEWfZ7md1KLh |

## "MOU - Teacher Residents - UTPB_ECISD" History

Document created by Jennifer Seybert (seybert_je@utpb.edu)
2025-08-06 - 8:38:41 PM GMT

Document emailed to Rajalingam Dakshinamurthy (dakshinamurthy_r@utpb.edu) for signature
2025-08-06 - 8:38:44 PM GMT

Email viewed by Rajalingam Dakshinamurthy (dakshinamurthy_r@utpb.edu)
2025-08-06 - 8:39:10 PM GMT

Document e-signed by Rajalingam Dakshinamurthy (dakshinamurthy_r@utpb.edu)
Signature Date: 2025-08-07 - 0:36:03 AM GMT - Time Source: server

Agreement completed.
2025-08-07 - 0:36:03 AM GMT



Adobe Acrobat Sign

# REQUEST FOR APPROVAL OF THE AMENDED CERTIFICATION OF PROVISION OF INSTRUCTIONAL MATERIALS SURVEY 2025-2026

Attached is a copy of the amended Certification of Provision of Instructional Materials Survey for 2025-2026. Texas Education Code §31.0211, requires local educational agencies (LEAs) to certify annually to the State Board of Education (SBOE) and the commission that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

In addition, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act. The TEKS Certification Survey includes a section to allow LEAs to certify they meet this requirement.

# Certification of Provision of Instructional Materials Survey 2025–26

# Table of Contents


Table of Contents ..... - 2 -
Survey Pre-Work ..... - 4 -
2025–26 Certification of Provision of Instructional Materials ..... - 4 -
Instructions to Complete the Certification Process for 2025–26 ..... - 5 -
Additional Supports ..... - 5 -
Review Terminology ..... - 5 -
About the Qualtrics Survey ..... - 6 -
Certification 2025–26 Survey ..... - 7 -
Background Information ..... - 7 -
LEA Information ..... - 7 -
Reading Language Arts Certification ..... - 8 -
Scope and Sequence - All Grade Levels RLA ..... - 8 -
English Reading Language Arts K–5 TEKS Coverage Certification ..... - 8 -
English Reading Language Arts K–5 Instructional Materials ..... - 8 -
Spanish Reading Language Arts K–5 TEKS Coverage Certification ..... - 9 -
Spanish Reading Language Arts K–5 Instructional Materials ..... - 9 -
English Reading Language Arts 6–8 TEKS Coverage Certification ..... - 10 -
English Reading Language Arts 6–8 Instructional Materials ..... - 11 -
English Reading Language Arts 9–12 TEKS Coverage Certification ..... - 11 -
English Reading Language Arts 9–12 Instructional Materials ..... - 11 -
Mathematics Certification ..... - 13 -
Scope and Sequence - All Grade Levels Mathematics ..... - 13 -
Mathematics K–5 TEKS Coverage Certification ..... - 13 -
Mathematics K–5 Instructional Materials ..... - 13 -
Mathematics 6–8 TEKS Coverage Certification ..... - 14 -
Mathematics 6–8 Instructional Materials ..... - 14 -
Mathematics 9–12 TEKS Coverage Certification ..... - 15 -
Mathematics 9–12 Instructional Materials ..... - 15 -
Social Studies Certification ..... - 17 -
Scope and Sequence - All Grade Levels Social Studies ..... - 17 -
Social Studies K–5 TEKS Coverage Certification ..... - 17 -

Social Studies K–5 Instructional Materials ..... - 17 -
Social Studies 6–8 TEKS Coverage Certification ..... - 18 -
Social Studies 6–8 Instructional Materials ..... - 18 -
Social Studies 9–12 TEKS Coverage Certification ..... - 18 -
Social Studies 9–12 Instructional Materials ..... - 19 -
Science Certification ..... - 20 -
Scope and Sequence - All Grade Levels Science ..... - 20 -
Science K–5 TEKS Coverage Certification ..... - 20 -
Science K–5 Instructional Materials ..... - 20 -
Science 6–8 TEKS Coverage Certification ..... - 21 -
Science 6–8 Instructional Materials ..... - 21 -
Science 9–12 TEKS Coverage Certification ..... - 21 -
Science 9–12 Instructional Materials ..... - 22 -
Children’s Internet Protection Act ..... - 23 -
The Children's Internet Protection Act ..... - 23 -
Additional Informational Questions (Optional)* ..... - 24 -
Certification 2025-26 Survey Ratification [Printed and uploaded PDF] ..... - 26 -
Other Certified Subject Areas ..... - 27 -

# Survey Pre-Work

## 2025–26 Certification of Provision of Instructional Materials

In accordance with Texas Education Code 31.1011, local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section 28.0022; (iii) Section 43.22, Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

**Certification 2025–26 Form**:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

**Certification 2025–26 Survey:**

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the Certification of Provision of Instructional Materials webpage.

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

## Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form**: Print the fillable TEKS Certification 2025–26 Form found on the Certification of Provision of Instructional Materials webpage.
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form**: Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures**: Ratify the **Certification 2025–26 Form** by the LEA's board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey**: Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the Certification of Provision of Instructional Materials webpage.

## Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. Registration is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
    - Monday, March 31st at 11:00 a.m. CDT | Register on Zoom
    - Thursday, April 3rd, at 11:00 a.m. CDT. | Register on Zoom
- To facilitate completion of this year's submission, LEAs may request a copy of their previous year's submission by submitting a Help Desk Ticket.
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a Help Desk Ticket.

## Review Terminology

*Additional Supports*

- **Scope and Sequence**: A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials**: SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials**: state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

## About the Qualtrics Survey

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the Certification of Provision of Instructional Materials webpage.

# Certification 2025–26 Survey

## Background Information

QUESTION 1.0: Name of person completing this form

Wesley High

QUESTION 1.1: Your email address

Wesley.high@ectorcountyisd.org

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- ☒ Instructional Materials Coordinator
- ☐ Curriculum Director
- ☐ Principal
- ☐ Administrative Assistant
- ☐ Superintendent
- ☐ Other

## LEA Information

QUESTION 2.0: Region #

18

QUESTION 2.1: LEA name and number

Ector County ISD 068901

QUESTION 2.2: Superintendent's name

Dr. Keeley Boyer

QUESTION 2.3: Superintendent's email address

Keeley.boyer@ectorcountyisd.org

QUESTION 2.4: School board president's or governing body's name

Tammy Hawkins

QUESTION 2.5: School board president's or governing body's email address

Tammy.hawkins@ectorcountyisd.org

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

August 19, 2025

# Reading Language Arts Certification

## Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

☒Yes
☐No

## English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒Yes
☐No

## English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA and/ or Phonics grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

| |
|---|
| HMH School Publishers- Into Reading, Read 180/Waggle |
| Heinemann- Leveled Literacy Intervention Kits |
| I-Ready (Curriculum Associates) |
| HMH School Publishers- Saxon Phonics (K-1) |
| TCM- Leveled Readers |
| Age of Learning – My Reading Academy |

QUESTION 5.1:
(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K–5) in their classroom on a regular basis?

Zero

QUESTION 5.2:
(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K–3) in their classroom on a regular basis?

Zero

## Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

☒Yes
☐No

## Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Spanish RLA and/or Phonics grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

HMH School Publishers- Arriba La Lectura, Read 180/Waggle
Estrellita- Estrellita- Sonidos, Silabas, Cuentos, Escalera
Istation- Istation Espanol
Benchmark- Solucciones
I-Ready (Curriculum Associates) Grades 2-5

QUESTION 7.1:
(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K–5) in their classroom on a regular basis?

Zero

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K–2) in their classroom on a regular basis?

Zero

## English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

☒Yes
☐No

## English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

SAVVAS- My Perspectives

SAVVAS- iLit

SIRIUS Reading, Writing, and Zingers- Online RLA

I-Ready (Curriculum Associates)

CommonLit

## English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.

☒Yes
☐No

## English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s)that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill- Study Sync

Perfection Learning- Connections

Lexia Power Up

Norton – They Say, I Say; Back to the Lake; Uncharted Territory; Norton Introduction to Literature

# Mathematics Certification

## Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms? ?

☒Yes
☐No

## Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒Yes
☐No

## Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

| |
|---|
| SAVVAS- enVision Math |
| HMH School Publishers- Do the Math |
| Lonestar-Lonestar Math- Online |
| MIND Education – ST Math |
| Age of Learning – My Math Academy |

QUESTION 14.1:
(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

Zero

## Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒Yes
☐No

## Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

HMH School Publishers- Go Math, Algebra 1
Maneuvering the Middle
All Things Algebra- All Things Algebra
College Board- Springboard
IXL

QUESTION 16.0B:
(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

Zero

## Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒Yes
☐No

## Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

HMH School Publishers- Algebra 1, Algebra 2, and Texas Geometry
All Things Algebra- All Things Algebra
College Board- Springboard
All Things Geometry- All Things Geometry
IXL Math Digital Resource for Algebra
McGraw Hill- Pre-Calculus
All Things Algebra 2
Algebraic Reasoning
Khan Academy

# Social Studies Certification

## Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

☒Yes
☐No

## Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒Yes
☐No

## Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

SAVVAS- My World Social Studies

Discovery Education Streaming

Texas LRE

## Social Studies 6–8 TEKS Coverage Certification

QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒Yes
☐No

## Social Studies 6–8 Instructional Materials

QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

SAVVAS - myWorld

Jarrett Materials Mastering the TEKS- 8

Exploros

Document based Questions (DBQ) Online 6-8

Texas LRE

## Social Studies 9–12 TEKS Coverage Certification

QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials)

☒Yes
☐No

## Social Studies 9–12 Instructional Materials

QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

Jarrett Materials Mastering the TEKS- 11

Discovery Education Streaming- 9-12

Discover Education TECHBOOK- 9-12

Document Based Questions (DBQ) Online- 9-12

SAVVAS – Personal Financial Literacy for Texas

BFW Publishers – Fabric of a Nation, America's History, Ways of the World, American Government, AP Economics, & AP Human Geography

# Science Certification

## Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

☒Yes
☐No

## Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒Yes
☐No

## Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill- Texas Science- K-5

Discovery Education: Mystery Science: K-5

Discovery Education Streaming: K-5

Science Cut-Ups and ThinkBig

Penda & Venier

## Science 6–8 TEKS Coverage Certification

QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒Yes
☐No

## Science 6–8 Instructional Materials

QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

Discovery Education: Streaming 6-8
SAVVAS- Realize 6-8
Penda / Venier
Science CutUps & ThinkBig
McGraw Hill

## Science 9–12 TEKS Coverage Certification

QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒Yes
☐No

## Science 9–12 Instructional Materials

QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw-Hill- Biology, Chemistry, Physics, Aquatic, Anatomy & Physiology, Astronomy, Environmental Science

Cengage Learning- Forensics

Explore Learning- Gizmos 9-12

Discovery Education Streaming – 9-12

Vernier Connections- 9-12

# Children’s Internet Protection Act

## The Children's Internet Protection Act

The Children’s internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section 28.0022, Section 43.22, Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C)., Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

☒Yes
☐No

## Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR)

☐Yes
☒No

QUESTION 35.1:

**If "Yes" is selected:** In which subject area(s) have you used the TRR to obtain information about the quality of products? *

☐English Reading Language Arts

☐Spanish Reading Language Arts

☐English Phonics

☐Spanish Phonics

☐ Mathematics

QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)*

0. ☐
1. ☐
2. ☐
3. ☐
4. ☐
5. ☐
6. ☐
7. ☐
8. ☐
9. ☐
10. ☐

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

| Product | Interim | Diagnostic | Unit/Module Formatives |
|---|---|---|---|
| Eduphoria | ☐ | ☒ | ☒ |
| DMCA | ☐ | ☐ | ☐ |
| Texas Formative Assessment Resource | ☐ | ☐ | ☐ |
| STAAR Interim | ☐ | ☐ | ☐ |
| Other: *NWEA MAP* | ☐ | ☐ | ☐ |
| Other: *IREADY Diagnostic* | ☐ | ☒ | ☒ |
| Other: *HMH Read180* | ☐ | ☒ | ☒ |

## Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with Texas Education Code §31.1011, school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

## Other Certified Subject Areas

QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills: [multiple select]

☒ Career & Technical Education
☒ Fine Arts
☒ Health
☒ Technology Applications
☒ English Language Proficiency Standards
☒ Languages Other Than English
☐ None

**District County Number (6-digit ID):**

*068901*

**District Name:**

*Ector County ISD*

**Date of Ratification by Local School Board of Trustees or Governing Body:**

*August 19, 2025*

**Signature of the Board President and Secretary or Governing Board Officer**

_____ _____

Board President Date

_____

Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.

# REQUEST FOR APPROVAL OF RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES FOR FROST BANK AND NEXBANK

The following request is being presented for approval to designate authorized representatives/signers for Frost Bank and NexBank.

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Matt Spivy, Chief Human Capital Officer

**SUBJECT:** **REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF HUMAN RESOURCES**

**DATE:** August 19, 2025

---

Recommendation to hire Executive Director of Human Resources.

**********

Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to hire Executive Director of Human Resources.

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Robert Trejo, Chief Academic Officer

**SUBJECT:** **REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF ACADEMICS**

**DATE:** August 19, 2025

---

Recommendation to hire Executive Director of Academics.

**********

Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to hire Executive Director of Academics.

## INFORMATION ITEMS

- Purchases Over $50,000 Informational Report
- Routine Personnel Report

# 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 June 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | 1st GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 06/24/2025 | 25012560 | LIGHTS ON SOLUTIONS LLC | $501,315 | GENERATOR INSTALLATION PROJECT<br>1 - Bowie Middle School-Generac Backup Generator<br>1 - Ector Junior High School-Generac Backup Generator<br>1 - Bonham Middle School-48kW NG/LP Protector Series LC Bundle<br>1 - Permian High School-Generac Backup Generator<br>1 - Crockett Middle School-Generac Backup Generator<br>1 - Wilson and Young Medal of Honor Middle School-Generac Backup Generator<br>1 - New Tech High School-Generac Backup Generator<br>1 - Nimitz Middle School-Generac Backup Generator<br>1 - Odessa High School-Generac Backup Generator | ECISD AWARDED RFP 25-21SN | 240-35-6639-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 2 | 06/02/2025 | 25012513 | THE BOSWORTH LTD | $ 52,600 | OHS PERFORMING ARTS HVAC<br>1 - RTU @ Odessa High Performing Arts Building 25 Ton Trane Package Unit | ECISD AWARDED RFP 24-30-2 | 199-81-6639-00-002-99- | KENT CLARK | MAINTENANCE SERVICES |

598



Date: 08/19/2025

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/15/2025 | 26000722 | UMB BANK N.A. | $ 37,937,998 | DEBT SVC WIRE PMTS | BOARD APPROVED DEBT SERVICE | 599-71-6511-21-992-99-<br>599-71-6521-24-992-99-<br>599-71-6521-23-992-99-<br>599-71-6521-16-992-99-<br>599-71-6511-23-992-99-<br>599-71-6521-21-992-99-<br>599-71-6511-16-992-99- | KIMBERLY BYERS | FINANCE |
| 2 | 07/10/2025 | 26000344 | AETNA LIFE INSURANCE COMPANY | $ 19,803,500 | Aetna Weekly Claims | DISTRICT HEALTH INS. CLAIMS/FEES | 772-41-6499-00-978-99- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 3 | 07/15/2025 | 26000724 | ALLEN TEINERT CONSTRUCTION | $ 9,895,288 | Teinert Construction's current contract is for Pre-Construction Services to serve as the Construction Manager with a Guaranteed Maximum Price (GMP) for the complete renovation of the existing auditorium at PHS. | ECISD AWARDED RFQ 24-26-2 | 693-81-6629-00-003-99-40124 | BETHANY IBARRA | DISTRICT OPERATIONS |
| 4 | 07/10/2025 | 26000346 | PCARX LLC | $ 7,783,278 | PCA-RX WEEKLY CLAIMS | DISTRICT HEALTH INS. RX CLAIMS/FEES | 772-41-6499-08-978-99- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 5 | 07/15/2025 | 26000726 | HENTHORN COMMERCIAL CONSTRUCTION LLC | $ 6,195,000 | General contractor of the project to build a new Transition Learning Center | ECISD AWARDED RFP 25-24 | 693-81-6629-00-002-99-30024 | BETHANY IBARRA | DISTRICT OPERATIONS |
| 6 | 07/10/2025 | 26000309 | CALPINE CORPORATION | $ 4,000,000 | ELECTRICITY | ELECTRICAL UTILITY SERVICES | 199-51-6257-00-962-99- | KIMBERLY BYERS | FINANCE |
| 7 | 07/14/2025 | 26000496 | UNIVERSITY OF TX-PERMIAN BASIN | $ 3,003,450 | STEM ACADEMY CHARTER | INTERLOCAL AGREEMENT ECISD AND UTPB | 199-11-6229-99-009-99- | KIMBERLY BYERS | FINANCE |
| 8 | 07/14/2025 | 26000376 | ECTOR COUNTY APPRAISAL DIST | $ 2,760,000 | APPRAISAL SERVICE REAL ESTATE<br>TAX APPRAISAL COLLECTION FEES | SOLE SOURCE TEXAS TAX CODE TITLE I SUBTITLE B CHAPTER 6 SUBCHAPTER A | 199-99-6213-00-703-99-<br>199-41-6213-01-703-99- | KIMBERLY BYERS | FINANCE |
| 9 | 07/10/2025 | 26000281 | CITY OF ODESSA WATER DEPT | $ 2,000,000 | DISTRICT WATER CHARGES | SOLE SOURCE TEC 44.031 j-k | 199-51-6255-00-962-99- | KIMBERLY BYERS | FINANCE |
| 10 | 07/28/2025 | 26001464 | HELLAS CONSTRUCTION INC | $ 1,431,749 | OHS/PHS BASEBALL FIELDS SYNTHETIC TURF REMOVE & REPLACE | BUYBOARD 737-24 | 199-81-6629-60-003-91-<br>199-81-6629-60-002-91- | DORA CRUZ | ATHLETICS |
| 11 | 07/14/2025 | 26000429 | CAREATC INC | $ 1,404,000 | LONG TERM PO FOR CARE ATC MONTHLY FEES | INTERLOCAL AGREEMENT REGION 12 ESC | 772-41-6299-01-978-99- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 12 | 07/10/2025 | 26000345 | AETNA LIFE INSURANCE COMPANY | $ 1,400,000 | AETNA Monthly Administrative Fees | DISTRICT HEALTH INS. CLAIMS/FEES | 772-41-6499-01-978-99- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 13 | 07/14/2025 | 26000545 | ODESSA FAMILY YMCA | $ 1,350,000 | YMCA CHARTER | INTERLOCAL AGREEMENT ECISD AND YMCA | 199-11-6229-99-134-99- | KIMBERLY BYERS | FINANCE |
| 14 | 07/14/2025 | 26000439 | BEVCAP MANAGEMENT LLC | $ 1,261,200 | BevCamp (Stop Loss-medical) | DISTRICT HEALTH INS. CLAIMS/FEES | 772-41-6429-06-978-99- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 15 | 07/09/2025 | 26000129 | LABATT FOOD SERVICE | $ 1,000,000 | DIRECT DELIVERY OF COMMERCIAL AND COMMODITY FOOD ITEMS | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 16 | 07/29/2025 | 26001536 | ACCELERATION ACADEMIES | $ 1,000,000 | Continuation of Services for Acceleration Academies. | ECISD AWARDED RFP 21-31 | 199-11-6299-00-810-26- | NORMA LEACHON | STUDENT AND SCHOOL SUPPORT |
| 17 | 07/09/2025 | 26000128 | G H DAIRY | $ 939,720 | MILK AND DAIRY DELIVERY ITEMS<br>WHOLE WHITE MILK GALLON<br>1% FAT, WHITE MILK<br>FAT FREE, CHOCOLATE MILK<br>BUTTERMILK<br>1% MILK GALLON | ECISD AWARDED IFB 22-23SN | 240-35-6341-07-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 18 | 07/25/2025 | 26001377 | NEXTGEN SECURITY | $ 625,815 | INSTALLATION OF SECURITY DEVICES FOR NEW MIDDLE SCHOOL | 791COOP 791202502007 | 693-81-6639-00-049-99-50024 | BETHANY IBARRA | DISTRICT OPERATIONS |

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 19 | 07/10/2025 | 26000310 | GUNN & SCOGGINS INC | $ 587,000 | IPM COORDINATOR AND PEST CONTROL | ECISD AWARDED 22-08SI | 199-51-6246-01-955-99- | RENNETTE FLORES | MAINTENANCE SERVICES |
| 20 | 07/10/2025 | 26000261 | ATMOS ENERGY | $ 556,000 | ATMOS ENERGY PROVIDES NATURAL GAS SERVICE FOR ECISD BUILDINGS | NATURAL GAS SERVICES | 199-51-6258-00-962-99- | KIMBERLY BYERS | FINANCE |
| 21 | 07/16/2025 | 26000915 | ODESSA COLLEGE | $ 503,250 | TUTITION<br>CTE TUITION<br>FACILITY FEES<br>OHS AND PHS DUAL CREDIT ACADEMIC FEES | OCTECHS MOU | 199-51-6299-00-014-99-<br>199-11-6223-00-014-11-<br>199-11-6299-00-014-11-<br>199-11-6223-00-014-22- | KIMBERLY BYERS | FINANCE |
| 22 | 07/09/2025 | 26000199 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | $ 500,000 | UNLEADED AND DIESEL FUEL | TASB ENERGY COOP AWARDED VENDOR | 199-34-6311-00-986-99- | DANA HENRY | TRANSPORTATION |
| 23 | 07/09/2025 | 26000130 | LABATT FOOD SERVICE | $ 500,000 | DIRECT DELIVERY OF COMMERCIAL AND COMMODITY FOOD ITEMS | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 24 | 07/10/2025 | 26000285 | HOUGHTON MIFFLIN HARCOURT PUBLISHING CO | $ 468,495 | MAP GROWTH K-12 TESTING 25-26 | BUYBOARD 748-24 & RFP #21-16 | 199-31-6339-00-852-99- | ELSA ENRIQUEZ | ASSMT, RESEARCH, PRGM REV |
| 25 | 07/14/2025 | 26000588 | TYLER TECHNOLOGIES INC | $ 461,881 | 2025-2026 MUNIS/SUPPORT/MAINTANCE | 1GPA COOP 23-17PV-06 | 199-53-6248-38-864-99- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 26 | 07/17/2025 | 26000937 | ODESSA COLLEGE | $ 452,600 | TUITION<br>CTE TUITION<br>FACILITY FEES | OCA MOU | 199-11-6223-00-015-11-<br>199-11-6223-00-015-22-<br>199-11-6299-00-015-11-<br>199-51-6299-00-015-99- | KIMBERLY BYERS | FINANCE |
| 27 | 07/14/2025 | 26000374 | COLLEGE ENTRANCE EXAMINATION BOARD | $ 445,560 | AP EXAMS OHS, PHS, NTO MAY 2026 | SOLE SOURCE | 199-31-6339-50-881-38- | LAURA SAMANIEGO | ADVANCED ACADEMIC SERVICES |
| 28 | 07/08/2025 | 26000033 | SYSCO USA, INC | $ 437,443 | DRY, REFRIDGERATED & FROZEN ITEMS<br>MORNING SAUSAGE ROLL<br>MAYONNAISE<br>MUSTARD PACKETS<br>FLAVORED TORTILLA CHIPS<br>PURE VEGETABLE OIL<br>VEGETABLE FRIED RICE<br>DRY PINTO BEANS | ECISD AWARDED 24-17SN | 240-35-6341-00-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |
| 29 | 07/14/2025 | 26000391 | TEXAS ASSOCATION OF SCHOOL BOARDS | $ 433,916 | SCHOOL INSURANCE POLICIES - RISK MANAGEMENT FUND<br>Automobile Liability/Automobile Physical Damage/<br>School Liability including Professional Legal, General,<br>and Employee Benefits Liability/<br>Privacy & Information Security | INTERLOCAL AGREEMENT ECISD AND TASB | 199-53-6425-00-970-99-<br>199-41-6425-00-970-99-<br>199-34-6425-00-999-99- | KIMBERLY BYERS | FINANCE |
| 30 | 07/29/2025 | 26001514 | LEASE SERVICING CENTER INC | $ 406,809 | DISTRICT COPIERS - SCHEDULE 1, 2, AND 3 | SOURCEWELL 011620-NCL | 199-71-6512-00-999-99- | KIMBERLY BYERS | FINANCE |
| 31 | 07/08/2025 | 26000034 | SYSCO USA, INC | $ 374,770 | PAPER AND PLASTIC ITEMS<br>SINGLE SERVING PORTION TRAY (CLEAR)<br>SINGLE SERVING PORTION TRAY (BLACK)<br>5-COMPARTMENT DISPOSABLE TRAYS(FOAM) | ECISD AWARDED 24-20SN | 240-35-6342-02-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |
| 32 | 07/21/2025 | 26001080 | NETSYNC NETWORK SOLUTIONS | $ 362,000 | 2025-2026 ECISD FIBER MAINTENANCE/OPERATIONS | TEXAS DIR DIR-TSO-4169 | 199-51-6259-38-864-99- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 33 | 07/24/2025 | 26001314 | IMAGINE LEARNING LLC | $ 334,575 | Imagine Learning will be used for 6-8 math as a personalized platform for students in middle school. Edgenuity is used for high school students for credit recovery or credit accrual. | BUYBOARD 748-24 | 199-11-6248-00-851-24- | ELSA ENRIQUEZ | ASSMT, RESEARCH, PRGM REV |

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 34 | 07/31/2025 | 26001623 | THE SEWELL FAMILY OF COMPANIES INC | $ 304,538 | NEW UNITS<br>1 - 25 F150 4WD SUPERCREW STX<br>1 - 25 F150 4WD SUPERCREW STX<br>4 - 2025 DODGE DURANGO PPV | BUYBOARD<br>724-23 | 199-52-6631-00-952-99- | NOEMI RAMOS | DISTRICT POLICE DEPARTMENT |
| 35 | 07/18/2025 | 26001016 | EDUPHORIA INCORPORATED | $ 303,480 | EDUPHORIA RENEWAL SEPT 1- AUG 31, 2026 | TIPS<br>220105 | 199-53-6248-38-864-99- | JESSICA MARICHALA | INFORMATION TECHNOLOGY |
| 36 | 07/16/2025 | 26000870 | ATKINS HOLLMAN JONES PEACOCK | $ 300,000 | LEGAL SERVICES ATTORNEYS | NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE | 199-41-6211-01-702-99- | MARY FRANCO | |
| 37 | 07/08/2025 | 26000008 | CHARLES AND LEZIEE CHURCHFIELD | $ 282,315 | DRY, REFRIDGERATED & FROZEN ITEMS<br>CANNED WHOLE KERNEL CORN<br>CANNED SLICED PEACHES<br>6"FLOUR TORTILLA<br>CANNED MIXED FRUIT<br>CANNED SLICED PEARS | ECISD AWARDED<br>IFB 25-25SN | 240-35-6341-00-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |
| 38 | 07/28/2025 | 26001471 | VERNIER SOFTWARE & TECHNOLOGY | $ 274,483 | VERNIER CONNECTIONS, POWERED BY PENDA, ANNUAL SUBSCRIPTION | BUYBOARD<br>760-25 | 211-11-6248-00-851-30-21126 | ELSA ENRIQUEZ | ASSMT, RESEARCH, PRGM REV |
| 39 | 07/17/2025 | 26000916 | AIRGAS USA LLC | $ 263,207 | WELDING EQUIPMENT AND SUPPLIES<br>20 - WELDER MULTI-PROCESS POWER WAVE 300C ADVANCED EDUCATIONAL ONEPAK | E&I<br>CR001268 | 468-81-6639-00-017-99-46825 | CHARLETTA WASHINGTON | ADVANCED TECHNICAL CENTER |
| 40 | 07/08/2025 | 26000068 | CLEARBROOK FARMS INC | $ 252,000 | DRY, REFRIDGERATED & FROZEN ITEMS<br>SHELF STABLE JUICE | ECISD AWARDED<br>IFB 25-25SN | 240-35-6341-00-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |
| 41 | 07/08/2025 | 26000116 | TYSON PREPARED FOOD, INC. | $ 250,000 | COMMODITY PROCESSING SY25-26<br>Tyson® Fully Cooked Whole Grain Breaded Chicken Breast<br>AdvancePierre™ Harvest Breaded Beef Patties<br>AdvancePierre™ Breaded Beef Fingers, 0.97 oz.<br>Tyson® Fully Cooked Chicken Sausage Patties, 1.43<br>Tyson® Whole Grain Battered Chicken Corn Dogs | WTX FOOD SERVICE COOP<br>BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 42 | 07/09/2025 | 26000175 | THE BOSWORTH LTD | $ 240,000 | SUPPLEMENTAL HVAC SERVICE AS NEEDED FOR DISTRICT BUILDINGS | ECISD AWARDED<br>RFP 24-30-2 | 199-51-6246-00-955-99- | RENNETTE FLORES | MAINTENANCE SERVICES |
| 43 | 07/25/2025 | 26001409 | SCHOOLMINT INC | $ 220,810 | OPPORTUNITY CULTURE SOFTWARE FOR CLASSROOM OBSERVATION AND TEACHER FEEDBACK PLATFORM. | TIPS<br>230105 | 199-13-6394-OC-850-11- | DUSTYMUNOZ | TALENT DEVELOPMENT |
| 44 | 07/10/2025 | 26000347 | PCARX LLC | $ 216,722 | PCA-RX ADMIN FEES - HEALTH INSURANCE | INTERLOCAL AGREEMENT<br>REGION 12 ESC | 772-41-6499-08-978-99- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 45 | 07/14/2025 | 26000443 | INDUSTRIAL BUS LINES INC | $ 200,000 | FINE ARTS CHARTERS | ECISD AWARDED<br>RFP 25-29 | 199-36-6412-00-861-99- | THELMA CHAPA | FINE ARTS |
| 46 | 07/14/2025 | 26000466 | FIRST FINANCIAL ADMINISTRATORS | $ 192,000 | Voluntary Term Life - STANDARD LIFE | INTERLOCAL AGREEMENT<br>REGION 12 ESC | 863-00-2153-12-000-00- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 47 | 07/28/2025 | 26001413 | CDW-G | $ 184,440 | PALO ALTO RENEWAL JULY 25-26- LICENSING | SOURCEWELL<br>121923-ECTOR COUNTY ISD | 199-53-6248-38-864-99- | MARTHA ALMAGUER | INFORMATION TECHNOLOGY |
| 48 | 07/14/2025 | 26000464 | FIRST FINANCIAL ADMINISTRATORS | $ 180,000 | SUPERIOR VISION BY METLIFE(FIRST FINANCIAL) CLAIMS/FEES | INTERLOCAL AGREEMENT<br>REGION 12 ESC | 863-00-2153-29-000-00- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 49 | 07/08/2025 | 26000038 | BRAUN BEEF & CO INC | $ 177,732 | DRY, REFRIDGERATED & FROZEN ITEMS<br>PANCAKE ON A STICK<br>LASAGNA NOODLES<br>WHOLE GRAIN SPAGHETTI NOODLE<br>SORBET | ECISD AWARDED<br>IFB 25-25SN | 240-35-6341-00-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |
| 50 | 07/15/2025 | 26000729 | ODESSA COLLEGE | $ 175,000 | OHS - CTE STUDENTS DUAL CREDIT TUITION<br>PHS - CTE STUDENTS DUAL CREDIT TUITION | INTERLOCAL AGREEMENT<br>ECISD AND ODESSA COLLEGE | 199-11-6223-00-003-22-<br>199-11-6223-00-002-22- | CHARLETTA WASHINGTON | CAREER & TECHNOLOGY |
| 51 | 07/09/2025 | 26000135 | BIMBO BAKERIES USA | $ 158,036 | BREAD DELIVERY ITEMS<br>FRESH, HAMBURGER BUN, WHOLE GRAIN WHITE, 4" PLAIN<br>FRESH, HOT DOG, WHOLE GRAIN, PLAIN<br>FRESH, SANDWICH BREAD | ECISD AWARDED<br>24-18SN | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 52 | 07/08/2025 | 26000109 | S.A. PIAZZA & ASSOC. INC | $ 150,000 | COMMODITY PROCESSING SY25-26<br>Wild Mike's 8-Cut Pepperoni - Cheesy Bottom Precut<br>Wild Mike's 5" Deep Dish Cheese - Bulk | WTX FOOD SERVICE COOP<br>BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 53 | 07/08/2025 | 26000080 | ALPHA FOODS CO. | $ 150,000 | COMMODITY PROCESSING SY25-26<br>Alpha Simply Delicious Pre-Sliced 16" Whole Grain Pepperoni Pizza with Skinny Crust | WTX FOOD SERVICE COOP<br>BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 54 | 07/08/2025 | 26000102 | NARDONE BROS. BAKING CO. INC. | $ 150,000 | COMMODITY PROCESSING SY25-26<br>16” Whole Wheat Pizzeria Style Meateaters Pizza | WTX FOOD SERVICE COOP<br>BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 55 | 07/10/2025 | 26000339 | HELM PLUMBING SERVICES LLC | $ 150,000 | SUPPLEMENTAL PLUMBING SERVICES | ECISD AWARDED<br>RFP 23-39 | 199-51-6246-00-955-99- | RENNETTE FLORES | MAINTENANCE SERVICES |
| 56 | 07/09/2025 | 26000139 | NATIONAL FOOD GROUP INC | $ 150,000 | COMMODITY PROCESSING SY25-26<br>WG Pepperoni Calzone | WTX FOOD SERVICE COOP<br>BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 57 | 07/14/2025 | 26000463 | FIRST FINANCIAL ADMINISTRATORS | $ 150,000 | AETNA Hospital Indemnity Plan | DISTRICT GAP INS.<br>ADMINISTRATION FEES | 863-00-2153-02-000-00- | YOLANDA GORDON | BENEFITS/RISK MANAGEMENT |
| 58 | 07/08/2025 | 26000103 | WAWONA FROZEN FOOD I | $ 150,000 | COMMODITY PROCESSING SY25-26<br>Fruit Singles Mixed Berry Cup (USDA Blueberry & Strawberry)<br>Fruit Singles Strawberry Fruit Cup | WTX FOOD SERVICE COOP<br>BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 59 | 07/22/2025 | 26001200 | THE BOSWORTH LTD | $ 150,000 | PREVENTIVE MAINTENANCE HVAC INSPECTIONS | ECISD AWARDED<br>RFP 24-30-2 | 199-51-6246-00-955-99- | KENT CLARK | MAINTENANCE SERVICES |
| 60 | 07/15/2025 | 26000676 | WALSH GALLEGOS KYLE ROBINSON & ROALSON PC | $ 140,000 | SPECIAL ED LEGAL SERVICES ATTORNEYS | ALLIED STATES<br>21-7387 | 199-41-6211-07-702-99- | MARY FRANCO | |
| 61 | 07/30/2025 | 26001543 | AVID CENTER | $ 139,537 | AVID CENTER MEMBERSHIP FEES FOR CAMPUSES | ECISD APPROVED SOLE SOURCE VENDOR | 199-11-6248-00-854-24- | LIDIA VALENZUELA | AVID |
| 62 | 07/14/2025 | 26000495 | UNIVERSITY OF TX-PERMIAN BASIN | $ 137,349 | 25-26 PRINCIPAL FELLOW TUITION | INTERLOCAL AGREEMENT<br>ECISD AND UTPB | 255-13-6221-00-850-24-25925 | THELMA CORDOVA | TALENT DEVELOPMENT |
| 63 | 07/08/2025 | 26000124 | MULTI-HEALTH SYSTEMS INC | $ 130,000 | NAGLIERI TESTING AAS | BUYBOARD<br>762-25 | 199-31-6339-01-881-99- | LAURA SAMANIEGO | ADVANCED ACADEMIC SERVICES |
| 64 | 07/10/2025 | 26000284 | ECTOR COUNTY UTILITY DISTRICT | $ 128,000 | WATER FOR CAVAZOS, FLY & AG FARM | SOLE SOURCE<br>TEC 44.031 j-k | 199-51-6255-00-962-99- | KIMBERLY BYERS | FINANCE |
| 65 | 07/08/2025 | 26000056 | WEST TEXAS FILTERS INC | $ 125,000 | BUILDING HVAC FILTERS | E&I<br>CNR01464 | 199-51-6246-00-955-99- | RENNETTE FLORES | MAINTENANCE SERVICES |
| 66 | 07/15/2025 | 26000736 | GRANDE COMMUNICATIONS | $ 122,000 | GRANDE -INTRN SERV DISTRIC/PAGEWOOD | TIPS<br>230105 | 199-51-6259-38-864-99- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 67 | 07/18/2025 | 26001030 | POWERSCHOOL HOLDINGS LLC | $ 121,219 | SCHOOLOGY JULY1-JUNE 30, 26 | ALLIED STATES<br>25-7511 | 199-11-6394-38-864-11- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 68 | 07/28/2025 | 26001436 | SIEMENS INDUSTRY INC | $ 119,412 | NEW MS INTRUSION SYSTEM | SOURCEWELL CONTRACT #030421 | 693-81-6639-00-049-99-50024 | BETHANY IBARRA | DISTRICT OPERATIONS |
| 69 | 07/16/2025 | 26000840 | CDW-G | $ 106,865 | LIGHTSPEED FILTER 25-26 | SOURCEWELL 121923-ECTOR COUNTY ISD | 199-53-6248-38-864-99- | MARTHA ALMAGUER | INFORMATION TECHNOLOGY |
| 70 | 07/31/2025 | 26001618 | N-TUNE MUSIC & SOUND INC | $ 105,645 | #31 CROCKETT BAND BOND PURCHASE<br>6 - Yamaha Intermediate Euphonium, Silver<br>3 - Yamaha Student Alto Sax<br>20 - Buffet Premium Student Clarinet<br>16 - Yamaha Student Flute, Open-Hole, Offset G<br>8 - Bach Student Trombone<br>10 - Evans Realfeel Attacktile Scholastic Pack<br>2 - Yamaha Student Bass Clarinet<br>1 - Renard 333 Protege Oboe<br>4 - Bach 42BO Professional Trombone<br>5 - Pearl MX Snare Drum Carrier<br>5 - Pearl 13" Competitor Snare Drum, White<br>2 - Pearl MX Quad Carrier<br>2 - Pearl 8/10/12/13 Competitor Quad Tenor Set, White<br>5 - Pearl MX Bass Drum Carrier<br>1 - Pearl 18" Competitor Bass Drum, White<br>1 - Pearl 20" Competitor Bass Drum, White<br>1 - Pearl 22" Competitor Bass Drum, White<br>1 - Pearl 24" Competitor Bass Drum, White<br>1 - Pearl 26" Competitor Bass Drum, White<br>1 - Yamaha 3/4 Tuba, w/Case<br>16 - Yamaha Student Trumpet | BUYBOARD 712-23, 739-24, & 655-21 | 693-11-6397-00-861-11-40224 | THELMA CHAPA | FINE ARTS<br>603 |
| 71 | 07/08/2025 | 26000023 | MASTERS DISTRIBUTION SYSTEMS COMPANY INC | $ 104,819 | DRY, REFRIDGERATED & FROZEN ITEMS<br>DISTILLED WHITE VINEGAR<br>LIME JUICE<br>CRAISIN | ECISD AWARDED IFB 25-25SN | 240-35-6341-00-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |
| 72 | 07/29/2025 | 26001508 | EDUPROJECT ELL LLC | $ 103,491 | PROJECT EDUCATION 2025-26 | CHOICE PARTNERS 22/044KN-05 | 199-11-6248-00-875-25- | MIRIAMN AVARRETE | BILINGUAL EDUCATION |
| 73 | 07/21/2025 | 26001065 | KRONOS INC. | $ 102,960 | KRONOS RENEWAL | U.S. COMMUNITIES 18220 | 199-53-6248-00-972-99- | KASHUNTA THURMAN | INFORMATION SYSTEMS |
| 74 | 07/09/2025 | 26000142 | GOODMAN FOOD PRODUCTS | $ 100,000 | COMMODITY PROCESSING SY25-26<br>"Backyard Griller" Charbroiled 100% Beef Steak | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 75 | 07/15/2025 | 26000708 | PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP | $ 100,000 | PROPERTY VALUE STUDY FEES | NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE | 199-41-6213-00-703-99- | KIMBERLY BYERS | FINANCE |
| 76 | 07/09/2025 | 26000145 | JTM PROVISIONS COMPANY INC | $ 100,000 | COMMODITY PROCESSING SY25-26<br>Premium Level 2 Golden Hatch Queso<br>Premium Level 2 Creamy Mac & Cheese (stick pasta) | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 77 | 07/10/2025 | 26000260 | AT&T | $ 100,000 | MAIN PHONE BILL | TEXAS DIR CONTRACTS DIR-TELE-CTSA-002 | 199-51-6256-00-962-99- | KIMBERLY BYERS | FINANCE |

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 78 | 07/14/2025 | 26000426 | WHITLEY PENN LLP | $ 100,000 | PLANNING & AUDIT - FINANCIAL STATEMENTS | NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE | 199-41-6212-00-970-99- | KIMBERLY BYERS | FINANCE |
| 79 | 07/09/2025 | 26000143 | GOLD CREEK FOODS | $ 100,000 | COMMODITY PROCESSING SY25-26<br>Dark Meat Unbreaded Strips<br>Fully Cooked Whole Grain Whole Muscle Chicken Breast | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 80 | 07/09/2025 | 26000140 | CALFED FINANCIAL CORPORATION | $ 100,000 | COMMODITY PROCESSING SY25-26 | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 81 | 07/29/2025 | 26001537 | AGE OF LEARNING, INC. | $ 97,816 | MATH PK-2 RFP#23-7452/PD | REGION 18 ESC R18-626-1609-319 | 211-13-6299-00-851-30-21125<br>199-11-6394-00-851-24- | ELSA ENRIQUEZ | ASSMT, RESEARCH, PRGM REV |
| 82 | 07/25/2025 | 26001408 | CLASSLINK INC | $ 91,770 | CLASSLINK RENEWAL 25-26 | TEXAS DIR CONTRACT DIR-CPO-5836 | 199-11-6394-38-864-11- | JESSICA MARICHALA | INFORMATION TECHNOLOGY |
| 83 | 07/15/2025 | 26000742 | VERIZON WIRELESS SERVICES LLC | $ 86,200 | MIFI SERVICE DISTRICT/STUDENT ACCT | TEXAS DIR CONTRACT DIR-TEX-AN-NG-CTSA-010 | 199-51-6259-38-864-99- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 84 | 07/14/2025 | 26000445 | ATKINS HOLLMAN JONES PEACOCK | $ 85,000 | 25-26 LEGAL SERVICES IMMIGRATION FEES | NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE | 199-41-6211-00-935-99- | OLIVIALUNA | HUMAN RESOURCES |
| 85 | 07/17/2025 | 26000970 | CDW-G | $ 76,434 | LIGHTSPEED CLASSROOM MANAGEMENT SOFTWARE | SOURCEWELL 121923-ECTOR COUNTY ISD | 199-11-6394-38-864-11- | JESSICA MARICHALA | INFORMATION TECHNOLOGY |
| 86 | 07/28/2025 | 26001483 | SEESAW LEARNING | $ 76,080 | SEESAW LEARNING PLATFORM JULY1- JUNE 30, 2026 | TIPS 220802 | 199-11-6394-38-864-11- | JESSICA MARICHALA | INFORMATION TECHNOLOGY |
| 87 | 07/28/2025 | 26001435 | SIEMENS INDUSTRY INC | $ 76,032 | INTRUSION ALARM MONITORING 25-26 | SOURCEWELL CONTRACT #030421 | 199-51-6259-38-864-99- | MARTHA ALMAGUER | INFORMATION TECHNOLOGY |
| 88 | 07/17/2025 | 26000953 | CYBERSOFT TECHNOLOGIES INC | $ 71,650 | FOOD SERVICE INVENTORY SOFTWARE SUBSCRPT. SY25-26 | BUYBOARD 683-22 | 240-35-6394-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 89 | 07/17/2025 | 26000956 | FRONTLINE TECHNOLOGIES GROUP LLC | $ 70,844 | 2025-26 GETHELP-TIPWEB RENEWAL | ALLIED STATES 24-7490 | 199-53-6394-38-864-99- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 90 | 07/25/2025 | 26001393 | REGION 18 EDUCATION SERVICE CENTER | $ 70,318 | 2025-26 TEKS BANK RENEWAL | REGION 18 ESC TL-09-TB | 199-11-6239-38-864-11- | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 91 | 07/21/2025 | 26001123 | LEAD4WARD LLC | $ 68,500 | LEAD4WARD-PROFESSIONAL DEV SUPPORT | REGION 18 ESC R18-626-604-327 | 211-13-6299-00-130-30-21125<br>211-13-6299-00-107-30-21125<br>211-13-6299-00-110-30-21125<br>211-13-6299-00-131-30-21125<br>211-13-6299-00-111-30-21125 | LETICIA FLORES | FEDERAL & STATE PROGRAMS |
| 92 | 07/18/2025 | 26001047 | LEXIA LEARNING SYSTEMS LLC | $ 67,650 | POWERUP LITERACY-GR. 6-12 SY 25-26 | BUYBOARD 653-21 | 199-11-6248-00-851-24- | ELSA ENRIQUEZ | ASSMT, RESEARCH, PRGM REV |
| 93 | 07/08/2025 | 26000040 | DAXWELL | $ 64,823 | PAPER AND PLASTIC ITEMS<br>ALUMINUM FOIL<br>PLASTIC SPOONS<br>PLASTIC FORK,SPOON,NAPKIN KIT<br>PLASTIC SOUFFLE CUP<br>PLASTIC SOUFFLE LID | ECISD AWARDED IFB 25-26SN | 240-35-6342-02-974-99- | MARGARITA CORRAL | SCHOOL NUTRITION |

# ECISD New Purchase Orders Over $50,000 Report for July 2025

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 94 | 07/22/2025 | 26001213 | EVERWAY HOLDCO LLC | $ 64,811 | RS/SPED/N2Y-EVERWAY | ALLIED STATES 24-7474 | 224-11-6394-00-871-23-22426 | ROMI SCOWN | SPECIAL EDUCATION |
| 95 | 07/16/2025 | 26000914 | IMPERIAL BAG & PAPER COMPANY LLC | $ 62,983 | PAPER TOWEL AND TOILET TISSUE | BUYBOARD 747-24 | 199-51-6315-00-960-99- | ROBERT PEUGH | CUSTODIAL OPERATIONS |
| 96 | 07/15/2025 | 26000771 | EDUCATION ADVANCED INC. | $ 60,167 | TESTHOUND SUBSCRIPTION 2025-2026 | BUYBOARD 661-22 | 199-31-6248-00-852-99- | ELSA ENRIQUEZ | ASSMT, RESEARCH, PRGM REV |
| 97 | 07/10/2025 | 26000232 | BROADWAY MOTOR INC | $ 60,000 | STOCK TIRES | BUYBOARD 729-24 | 199-34-6319-04-986-99- | DANA HENRY | TRANSPORTATION |
| 98 | 07/24/2025 | 26001326 | OTIS ELEVATOR COMPANY INC | $ 59,681 | DISTRICT-WIDE ELEV. MAINT. SERV. 7/1/2025-9/30/25 | BUYBOARD 657-21 | 199-51-6249-02-965-99- | BETHANY IBARRA | DISTRICT OPERATIONS |
| 99 | 07/16/2025 | 26000841 | CDW-G | $ 59,400 | DIGITAL INSIGHT RENEWAL 25-26 | SOURCEWELL 121923-ECTOR COUNTY ISD | 199-53-6248-38-864-99- | MARTHA ALMAGUER | INFORMATION TECHNOLOGY |
| 100 | 07/21/2025 | 26001161 | BIG BEND TELECOM LTD | $ 57,000 | DISASTER RECOVERY OFFSITE HOSTING PROJECT STORAGE RENTAL FACILITY SY 2025-2026 | ECISD AWARDED 23-31 | 199-53-6299-38-864-99- | MARTHA ALMAGUER | INFORMATION TECHNOLOGY |
| 101 | 07/14/2025 | 26000424 | ALLIANCE ABROAD GROUP INC | $ 55,000 | 2025-2026 TEACHER FULFILLMENT PROGRAM. International Teacher J-1 Visa Services Recruitment | ECISD AWARDED RFP 25-12 | 199-41-6499-10-935-99- | OLIVIALUNA | HUMAN RESOURCES |
| 102 | 07/22/2025 | 26001180 | CITY OF ODESSA | $ 54,520 | TEEN COURT SERVICES 25-26 CITY OF ODESSA | SOLE SOURCE TEC 44.031 j-k | 199-32-6299-03-856-99- | LETICIA BERNAL | STUDENT ASSISTANCE SERVICES |
| 103 | 07/09/2025 | 26000136 | BROOKWOOD FARMS, INC. | $ 50,000 | COMMODITY PROCESSING SY25-26 Pork Bar-B-Que with Lower Sodium Texas-Western Sausage | WTX FOOD SERVICE COOP BID "FOOD" SY25-26 | 240-35-6341-00-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 104 | 07/15/2025 | 26000609 | INDUSTRIAL BUS LINES INC | $ 50,000 | CHARTER SERVICES PHS 25-26 | ECISD AWARDED RFP 25-29 | 199-36-6412-60-003-91- | DORA CRUZ | ATHLETICS |
| 105 | 07/09/2025 | 26000131 | LABATT FOOD SERVICE | $ 50,000 | NON-FOOD SY25-26 Non-Food (Foods Service Items) SUCH AS PAPER GOODS MISC. | WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR | 240-35-6342-02-974-99- | RUTH BALTAZAR | SCHOOL NUTRITION |
| 106 | 07/15/2025 | 26000608 | INDUSTRIAL BUS LINES INC | $ 50,000 | CHARTER SERVICES OHS 25-26 | ECISD AWARDED RFP 25-29 | 199-36-6412-60-002-91- | DORA CRUZ | ATHLETICS |

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

**MEMORANDUM**

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for June 2025

DATE: 6/30/2025

**Elementary Level Recommendations**

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |

**Secondary Level Recommendations**

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |

**Administrative Level Recommendations**

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |

**Elementary Level Resignations**

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| SANDRA BENAVIDEZ | C&I | CURRICULUM & INSTRUCTION | 6/4/2025 |

**Secondary Level Resignations**

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |
| | | | |
| | | | |
| | | | |

**Administrative Level Resignations**

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

**MEMORANDUM**

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for July 2025

DATE: 7/31/2025

## Elementary Level Recommendations

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| CAROL KENNEDY | SPED | ALAMO ELEMENTARY SCHOOL | 7/30/2025 |
| JHENYTZEL RAMIREZ | FIRST REG | CAMERON ELEMENTARY SCHOOL | 7/30/2025 |
| FEBE TOVAR | THIRD BIL | CAMERON ELEMENTARY SCHOOL | 7/30/2025 |
| ARIANA BAEZA | KINDER BIL | ZAVALA ELEMENTARY SCHOOL | 7/30/2025 |
| KIMBERLY MADRID | SECOND REG | STEM | 7/30/2025 |
| BARBARA MILLER | KINDER REG | JOHNSON ELEMENTARY SCHOOL | 7/30/2025 |
| CHLOE RUBIO | KINDER REG | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| JASMINE CAMPOS | SECOND REG | JOHNSON ELEMENTARY SCHOOL | 7/30/2025 |
| MARISSA MOLINAR | THIRD REG | SAN JACINTO ELEMENTARY SCHOOL | 7/30/2025 |
| CARLY HUNT | KINDER REG | MURRY FLY ELEMENTARY SCHOOL | 7/30/2025 |
| STEPHANIE SOTO | FIRST REG | MILAM ELEMENTARY SCHOOL | 7/30/2025 |
| KENDALL MERIGOLD | SECOND REG | JOHNSON ELEMENTARY SCHOOL | 7/30/2025 |
| COURTNEY DEFOOR | FIRST REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| STACEY YBARRA | FIFTH REG | BLACKSHEAR ELEMENTARY SCHOOL | 7/30/2025 |
| YOLANDA RAYOS | THIRD REG | MURRY FLY ELEMENTARY SCHOOL | 7/30/2025 |
| CASEY RAMSEY | FIRST REG | MILAM ELEMENTARY SCHOOL | 7/30/2025 |
| OLIVIA RAYOS | MULTI FOUTH/FIFTH REG | AUSTIN ELEMENTARY SCHOOL | 7/30/2025 |
| ASHLEE GALINDO | PK-KINDER REG | AUSTIN ELEMENTARY SCHOOL | 7/30/2025 |
| ERIKA MEDINA | THIRD REG | STEM | 7/30/2025 |
| GILLIAN ADAMS | KINDER REG | JORDAN ELEMENTARY SCHOOL | 7/30/2025 |
| KARINA ALVARADO | SECOND REG | BLACKSHEAR ELEMENTARY SCHOOL | 7/30/2025 |
| BRITTANY ORNELAS | THIRD REG | SAN JACINTO ELEMENTARY SCHOOL | 7/30/2025 |
| MARIBEL HERNANDEZ | FOUTH REG | JORDAN ELEMENTARY SCHOOL | 7/30/2025 |
| KAYLEA DANCER | PK REG | REAGAN ELEMENTARY SCHOOL | 7/30/2025 |
| DAISY ZAMARRIPA | FOURTH REG | GONZALES ELEMENTARY SCHOOL | 7/30/2025 |
| SADIE RUBIO | FIFTH REG | MURRY FLY ELEMENTARY SCHOOL | 7/30/2025 |
| TAMBRE BURTON | SECOND REG | SAN JACINTO ELEMENTARY SCHOOL | 7/30/2025 |
| PRICILA KEY | FOURTH BIL | MILAM ELEMENTARY SCHOOL | 7/30/2025 |
| ABIGAIL HERNANDEZ | PK REG | MILAM ELEMENTARY SCHOOL | 7/30/2025 |
| GABBIE VELASQUEZ | PK REG | LAMAR ELEMENTARY | 7/30/2025 |
| AMY GARCIA | SPED | CARVER EARLY EDUCATION CENTER | 7/30/2025 |
| ANNA VALENZUELA | SECOND REG | GONZALES ELEMENTARY SCHOOL | 7/30/2025 |
| SAMANTHA BRIDGES | FIFTH REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| YVETTE HAYS | SECOND REG | STEM | 7/30/2025 |
| GRACIELA LOZANO | KG BIL | BURLESON ELEMENTARY SCHOOL | 7/30/2025 |
| ADRIANA FIERRO | FIRST REG | STEM | 7/30/2025 |
| CAROLINA REYES RIVERA | FIRST REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| STORMI MCPHEARSON | FIRST REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| APRIL HARRINGTON | THIRD REG | STEM | 7/30/2025 |

| | | | |
|---|---|---|---|
| JULIA CARRASCO | ART | ALAMO /AUSTIN/CAMERON | 7/30/2025 |
| ELIZABETH CASAS | SPED | CARVER EARLY EDUCATION CENTER | 7/30/2025 |
| NORMA NINO | SECOND REG | ROSS ELEMENTARY SCHOOL | 7/30/2025 |
| REBECCA OLOWOOKERE | THIRD REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| DIANALISA DAVILA | FOURTH REG | GONZALES ELEMENTARY SCHOOL | 7/30/2025 |
| LESLIE HANKINS | GT | GT | 7/30/2025 |
| IRMA RIZO | FOURTH REG | NOEL ELEMENTARY SCHOOL | 7/30/2025 |
| MANUELA NAJERA | MULTI 1,2,3 | AUSTIN ELEMENTARY SCHOOL | 7/30/2025 |
| ASHLEY PEARCE | FIRST REG | REAGAN ELEMENTARY SCHOOL | 7/30/2025 |
| DANELLA MEZA | MUSIC | PEASE ELEMENTARY SCHOOL | 7/30/2025 |
| JOSEPH ARGUELLO | SECOND REG | IRELAND ELEMENTARY SCHOOL | 7/30/2025 |
| ARIAM MUNOZ | FOURTH REG | STEM | 7/30/2025 |
| PAMELA CURREY | SPED | LAMAR ELEMENTARY | 7/30/2025 |
| MARIAH HERNANDEZ | SECOND REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| GABRIELA MARQUEZ | THIRD REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| YESENIA PONCE | KINDER REG | GONZALES ELEMENTARY SCHOOL | 7/30/2025 |
| FRANCISCO MUNOZ | PE | BLACKSHEAR ELEMENTARY SCHOOL | 7/30/2025 |
| ALEJANDRA MOLINA | SECOND REG | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| SAMUEL SOLIS | FIFTH REG | EKD ELEMENTARY SCHOOL | 7/30/2025 |
| BONNIE PYRON | FIRST REG | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| ASHLEIGH JOHNSON | MUSIC | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| NIKAYA SIERRA | FIRST REG | WEST ELEMENTARY SCHOOL | 7/30/2025 |
| BRYANNA FOSTER | FIRST REG | HAYS ELEMENTARY SCHOOL | 7/30/2025 |
| HANNA ARMSTRONG | FIFTH REG | GOLIAD ELEMENTARY SCHOOL | 7/30/2025 |
| JADEN RODRIGUEZ | THIRD REG | HAYS ELEMENTARY SCHOOL | 7/30/2025 |
| DAISY VELASQUEZ NIETO | FIRST REG | ALAMO ELEMENTARY SCHOOL | 7/30/2025 |
| PRISCILLA DOMINGUEZ | SECOND REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| KRISTY ANNE WINCHELL | FOURTH REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| SULEMA ALANIZ | FIFTH REG | SAN JACINTO ELEMENTARY SCHOOL | 7/30/2025 |
| DOROTHY SALCIDO | KINDER REG | SAN JACINTO ELEMENTARY SCHOOL | 7/30/2025 |
| BETHANY CLARK | PE | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| CHRISTY WILLIAMSON | INST. COACH | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| ANAHI SALGADO | KINDER REG | ZAVALA ELEMENTARY SCHOOL | 7/30/2025 |
| MELANIE VASQUEZ | SECOND REG | ALAMO ELEMENTARY SCHOOL | 7/30/2025 |
| ARANELI CHAVEZ | FIFTH REG | ZAVALA ELEMENTARY SCHOOL | 7/30/2025 |
| CYNTHIA MELGOZA | SECOND REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| ALEJANDRO SEPULVEDA TALAMANTES | FOURTH REG | SAM HOUSTON ELEMENTARY SCHOOL | 7/30/2025 |
| YVONNE CASTILLO | FIRST REG | GONZALES ELEMENTARY SCHOOL | 7/30/2025 |
| ELIZETH VILLA | FOURTH REG | JORDAN ELEMENTARY SCHOOL | 7/30/2025 |
| DORA SANCHEZ | KINDER BIL | SAN JACINTO ELEMENTARY SCHOOL | 7/30/2025 |
| LESLIE GARCIA | THIRD REG | GOLIAD ELEMENTARY SCHOOL | 7/30/2025 |
| MICHELLE PEREZ | KINDER REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| SANDRA JIMENEZ | FIFTH REG | STEM | 7/30/2025 |
| OLIVER DE MESA | FIFTH REG | IRELAND ELEMENTARY SCHOOL | 7/30/2025 |
| MELODY FALCUNAYA | THIRD REG | HAYS ELEMENTARY SCHOOL | 7/30/2025 |
| RAQUEL RANA | KINDER REG | BLACKSHEAR ELEMENTARY SCHOOL | 7/30/2025 |
| ELAINE TAMPIPI | SECOND REG | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| KATRINE NICCOLE ARANAS | SPED | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| ZARA JONAICA BAQUIRO | SPED | JORDAN ELEMENTARY SCHOOL | 7/30/2025 |
| MARY ANN HOMERES | SPED | JORDAN ELEMENTARY SCHOOL | 7/30/2025 |
| ANNIE INTUYA | SPED | ROSS ELEMENTARY SCHOOL | 7/30/2025 |
| KRISTY ANNE LEE | SPED | BLACKSHEAR ELEMENTARY SCHOOL | 7/30/2025 |
| ANGELICA ANGELES MAGSINO | SPED | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| MIA OGA | SPED | ROSS ELEMENTARY SCHOOL | 7/30/2025 |
| KRICEL CASTILLEJO | THIRD REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| LOVELY LOSPE | MUSIC/ART | WEST ELEMENTARY SCHOOL | 7/30/2025 |
| JORGE LOZANO TOVAR | SECOND BIL | WEST ELEMENTARY SCHOOL | 7/30/2025 |

| | | | |
|---|---|---|---|
| DOLLY MINA | FOURTH REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| JEAN ACOSTA AMADOR | SECOND BIL | WEST ELEMENTARY SCHOOL | 7/30/2025 |
| HEYDI GERMOSO | KINDER BIL | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| MYRELL PADERES DUMIGSI | FOURTH REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| MARY ROSE ROMO | PE | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| ADRIAN ANDUJAR DELICADO | FOURTH BIL | JORDAN ELEMENTARY SCHOOL | 7/30/2025 |
| ELENA GONZALEZ PEREZ | KINDER BIL | ZAVALA ELEMENTARY SCHOOL | 7/30/2025 |
| MARTA JIMENEZ VILLANUEVA | KINDER BIL | MURRY FLY ELEMENTARY SCHOOL | 7/30/2025 |
| ISMAEL JIMENEZ CASTILLO | FIFTH BIL | MURRY FLY ELEMENTARY SCHOOL | 7/30/2025 |
| ROGER PICH COMAS | FOURTH BIL | NOEL ELEMENTARY SCHOOL | 7/30/2025 |
| ALEXA SERRET BARBERA | SECOND BIL | CAMERON ELEMENTARY SCHOOL | 7/30/2025 |
| MARIA ALBA VINAS PRAT | FIRST BIL | NOEL ELEMENTARY SCHOOL | 7/30/2025 |
| JULIE PORMENTO | KINDER REG | BURNET ELEMENTARY SCHOOL | 7/3/2025 |
| HAZEL CUTAMORA | SPED | ZAVALA ELEMENTARY SCHOOL | 7/30/2025 |
| MARILYN MAQUILAN | SPED | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| MERBILL TUMULAK SUMALINOG | FIFTH REG | CAVAZOS ELEMENTARY SCHOOL | 7/30/2025 |
| ARLENE BEJERANO | THIRD REG | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| ELVIN BEJERANO | FIFTHE REG | BLANTON ELEMENTARY SCHOOL | 7/30/2025 |
| SAYRA PADILLA | SPED | GOLIAD ELEMENTARY SCHOOL | 7/30/2025 |
| ALEXANDRA VALDEZ | SECOND REG | BUICE ELEMENTARY SCHOOL | 7/30/2025 |
| ALYSSA DEANDA | KINDER REG | SAM HOUSTON ELEMENTARY SCHOOL | 7/30/2025 |

## Secondary Level Recommendations

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| MIKAELA CORTEZ | ELAR | BOWIE MIDDLE SCHOOL | 7/30/2025 |
| SAMANTHA TORRES | SCIENCE | WILSON AND YOUNG | 7/30/2025 |
| MARY TUCKER | SOCIAL STUDIES | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| DANIEL GIBSON | ART | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| TEDDI MARTIN | ELAR | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| ASHLEA HARRY | MATH | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| CLAYTON JOHNSON | ORCHESTRA | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| KEVIN HARRY | SCIENCE | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| SINIA DOMINGUEZ | ELAR | PERMAIN HIGH SCHOOL | 7/30/2025 |
| MARY CRISP | SS /COACH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| AMORA GREEN | DANCE | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| ALYSSA DEUTSCH | SPED | SPECIAL EDUCATION | 7/30/2025 |
| PEYTON BURRIS | SCIENCE | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| PAYTON LANPHIER | MATH | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| MILLENNIA PEREZ | ASST CHOIR | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| TAYLOR CHAPMAN | ELAR | ODESSA HIGH SCHOOL | 7/30/2025 |
| JOE ELLISON | SCIENCE | WILSON AND YOUNG | 7/30/2025 |
| CARLOS MEDELLIN | ELAR | PERMAIN HIGH SCHOOL | 7/30/2025 |
| VICTORIA PATINO | SPED | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| WHITNEY RUTLEDGE | MUSIC | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| BRYAN MORGAN | TEEN LEAD | PERMAIN HIGH SCHOOL | 7/30/2025 |
| MARILYN ALVARADO | HEALTH/SCIENCE | NEW TECH ODESSA | 7/30/2025 |
| STEPHANIE FRANCO | CULINARY | NEW TECH ODESSA | 7/30/2025 |
| JAZMINE BRITO | FASHION DESIGN | ADVANCED TECHNICAL CENTER | 7/30/2025 |
| HEATHER LOVETT | MATH | WILSON AND YOUNG | 7/30/2025 |
| JOHN TERRY | SOCIAL STUDIES/COACH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| CARLOS GARCIA | SOCIAL STUDIES | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| JAMES GLENDENEN | SOCIAL STUDIES | NEW TECH ODESSA | 7/30/2025 |
| FIONA MCDOUGALL | ELAR | ODESSA COLLEGIATE ACADEMY | 7/30/2025 |
| ADAM MENDOZA | WELDING | ADVANCED TECHNICAL CENTER | 7/30/2025 |
| PEDRO MORENO | OIL AND GAS | ADVANCED TECHNICAL CENTER | 7/30/2025 |
| ERICKA TORRES | MATH/COACH | WILSON AND YOUNG | 7/30/2025 |
| CRYSTAL JAQUEZ | ASSISTANT CHOIR | CROCKETT MIDDLE SHCOOL | 7/30/2025 |

| | | | |
|---|---|---|---|
| ISMAEL LEMUS | HEALTH SCIENCE | ADVANCED TECHNICAL CENTER | 7/30/2025 |
| ROGERIO RODRIGUEZ | WELDING | ADVANCED TECHNICAL CENTER | 7/30/2025 |
| UVALDINA VALENZUELA | BUISNESS | PERMAIN HIGH SCHOOL | 7/30/2025 |
| JACQUELINE RAMOS | ROBOTICS | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| EDUARDO GRANADOS | ASSISTANT BAND | PERMAIN HIGH SCHOOL | 7/30/2025 |
| MICHAEL ESPINO | DIGITAL GRAPHICS | PERMAIN HIGH SCHOOL | 7/30/2025 |
| LESLIE STRANGE | BUISNESS EDUCATION | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| ELIZABETH DEBNEY | MATH | WILSON AND YOUNG | 7/30/2025 |
| DESIREE HARTMAN | SOCIAL STUDIES | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| EUNICE SMITH | ELAR | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| WALKER HARGROVE | BIM/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| EMILY OTT | MATH | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| MAKENZIE WATSON | PE/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| KATIA SORIA | MARIACHI | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| JOSEPH POOL | DUAL CREDIT | ODESSA COLLEGIATE ACADEMY | 7/30/2025 |
| BROOKE PHILLIPS | SPECIAL EDUCATION | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| KRISTEN STANLEY | SPECIAL EDUCATION | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| ANGEL MATTA | VIDEO TECHNICIAN | NEW TECH ODESSA | 7/30/2025 |
| JIMMY PUNZO | MUSIC | PERMAIN HIGH SCHOOL | 7/30/2025 |
| KATIE COOPER | SOCIAL STUDIES | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| SHOUMAROFF GUEORG | MATH/COACH | STEM | 7/30/2025 |
| PATRICK GRANT | ELAR/COACH | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| SONIA ESPINOZA | SCIENCE | BOWIE MIDDLE SCHOOL | 7/30/2025 |
| GISSELLE TRUJILLO SOLIS | SCIENCE/COACH | BOWIE MIDDLE SCHOOL | 7/30/2025 |
| RAMYA ACHANTA | SCIENCE | ODESSA COLLEGIATE ACADEMY | 7/30/2025 |
| BELINDA WIMBERLY | BUISNESS | ALTERNATIVE EDUCATION CENTER | 7/30/2025 |
| VERONICA URQUIZA | SPANISH | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| BENJAMIN HERNDON | ROBOTICS | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| SAMUEL ORTA | ASSISTANT BAND | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| NOLAN PRITCHARD | SOCIAL STUDIES/COACH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| WENDI LOCKLAR | ART | ODESSA HIGH SCHOOL | 7/30/2025 |
| MACYN MORRIS | SPECIAL EDUCATION | ALTERNATIVE EDUCATION CENTER | 7/30/2025 |
| SOPHIA BRUCE | PE/COACH | WILSON AND YOUNG | 7/30/2025 |
| HECTOR LIMON SR | BUISNESS/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| ANTONIO ARANDA | ROBOTICS | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| ASHLEY BELL | SPECIAL EDUCATION | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| BLAKE BIRMINGHAM | MIDDLE SCHOOL BAND DIRECTOR | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| LAUREN RIEVES | SOCIAL STUDIES/COACH | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| SARAH SUMMERSGILL | MIDDLE SCHOOL BAND | BOWIE MIDDLE SCHOOL | 7/30/2025 |
| THERESE SIMMONS | BAND DIRECTOR | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| ARTHUR SPEAR | ELAR/COACH | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| JAMES BRUCE | BUISNESS COACH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| TAYLOR ANDERS | SOCIAL STUDIES | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| ANYELINE HERNANDEZ GARCIA | SPANISH | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| KALEIGH MARTIN | SOCIAL STUDIES | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| LESLEY BOND | ELAR/COACH | WILSON AND YOUNG | 7/30/2025 |
| JHILLIAN BONAOBRA | ELAR | ODESSA HIGH SCHOOL | 7/30/2025 |
| GERALD GUNITO | ELAR | ODESSA HIGH SCHOOL | 7/30/2025 |
| MA LOURDES GONZALES | ELAR | ODESSA HIGH SCHOOL | 7/30/2025 |
| CHRISTINE LOIS PUNO | ELAR | ODESSA HIGH SCHOOL | 7/30/2025 |
| AIRISH BATOCTOY | MATH | ODESSA HIGH SCHOOL | 7/30/2025 |
| MA CARESSE ABAD | MATH | ODESSA HIGH SCHOOL | 7/30/2025 |
| REA ANSUS | SCIENCE | ODESSA HIGH SCHOOL | 7/30/2025 |
| FREDDIE PANCITO | SPECIAL EDUCATION | ODESSA HIGH SCHOOL | 7/30/2025 |
| JOYCE ANNE NILLO | SPECIAL EDUCATION | ODESSA HIGH SCHOOL | 7/30/2025 |
| LYKA CSIPAS | SPECIAL EDUCATION | PERMAIN HIGH SCHOOL | 7/30/2025 |
| MARIECRIS DEPALING | SPECIAL EDUCATION | PERMAIN HIGH SCHOOL | 7/30/2025 |

| | | | |
|---|---|---|---|
| JEAN SUPERIO | SPECIAL EDUCATION | PERMAIN HIGH SCHOOL | 7/30/2025 |
| EUFEMIA TAYAG | MATH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| RYANA CASTILLO | MATH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| SHEERAH BOTWAGON | ENGLISH | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| ETHEL DE LA CRUZ | ENGLISH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| BABY RHEA ESTEBAN | MATH | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| LYZEL SUAISO | ENGLISH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| JOHN FREDERICK PASAHOL | MATH | PERMAIN HIGH SCHOOL | 7/30/2025 |
| WILFREDO ARCALA | SCIENCE | NIMITZ MIDDLE SCHOOL | 7/30/2025 |
| GRACE CANABE | CHEMISTRY | ODESSA HIGH SCHOOL | 7/30/2025 |
| GISELLE DAVID | SCIENCE | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| CATHERINE PAMANDANAN | SCIENCE | ODESSA HIGH SCHOOL | 7/30/2025 |
| CECILE ROQUE | SCIENCE | PERMAIN HIGH SCHOOL | 7/30/2025 |
| ARNEL VALLEJO | SCIENCE | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| JACKIE ALBERTO | SPECIAL EDUCATION | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| FANNY PLATA | FRENCH | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| SHELLAH DONIZA | MUSIC | ODESSA HIGH SCHOOL | 7/30/2025 |
| ANDHREA NISPEROS | ELAR | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| JERIC GALDICAN | SCIENCE | PERMAIN HIGH SCHOOL | 7/30/2025 |
| ABIGALE RAYOS | MATH/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| DAVETTE WILSON | MATH | BOWIE MIDDLE SCHOOL | 7/30/2025 |
| LUZ ARREOLA | SPANISH/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| SONIA EDMONDSON | ELAR | PERMAIN HIGH SCHOOL | 7/30/2025 |
| CURRY MAGAR | CONSTRUCTION | ADVANCED TECHNICAL CENTER | 7/30/2025 |
| MELANY TARRANGO | MATH | ODESSA HIGH SCHOOL | 7/30/2025 |
| KAMIAL KOZRAREK | HEALTH SCIENCE | ODESSA HIGH SCHOOL | 7/30/2025 |
| LANCE HARTMAN | SOCIAL STUDIES/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| ALEXIS GIBSON | ELAR | WILSON AND YOUNG | 7/30/2025 |
| TABITHA MARTIN | HEALTH SCIENCE | ALTERNATIVE EDUCATION CENTER | 7/30/2025 |
| ARIANA GALINDO | LANGUAGE ACQ | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| SERGIO VILLALOBS | SCIENCE | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| JEREMY SALGADO | BUISNESS EDUCATION | ECTOR MIDDLE SCHOOL | 7/30/2025 |
| MICHAEL KUYKENDALL | SOCIAL STUDIES | WILSON AND YOUNG | 7/30/2025 |
| JOSHUA ARRENDONDO | SOCIAL STUDIES | CROCKETT MIDDLE SHCOOL | 7/30/2025 |
| VERONICA URQUIZA | SPANISH | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| ANGEL RIOS | ELAR/COACH | ODESSA HIGH SCHOOL | 7/30/2025 |
| AUDREY BLAIR | ELAR | BONHAM MIDDLE SCHOOL | 7/30/2025 |
| IDALETH TAVAREZ | AGRICULTURE | PERMAIN HIGH SCHOOL | 7/30/2025 |
| GUADALUPE VALERIANO | ART | WILSON AND YOUNG | 7/30/2025 |
| OLGA VILLARROEL | MATH | ALTERNATIVE EDUCATION CENTER | 7/30/2025 |
| MARGIE RANKIN | PE | ALTERNATIVE EDUCATION CENTER | 7/30/2025 |

## Administrative Level Recommendations

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| DEJA MCKNIGHT | ADMIN INTERN | OHS | 7/30/2025 |
| KIMBERLY LUTZ | HS COUNSELOR | PHS | 7/8/2025 |
| RENEE FULTON | COUNSELOR | CROCKETT MIDDLE SHCOOL | 7/8/2025 |
| ALICIA ZUNIGA | PRINCIPAL | ECTOR MIDDLE SCHOOL | 7/14/2025 |
| AMY GARCIA | COUNSELOR | SPED | 7/30/2025 |
| KIMBERLY CHANCELLOR | CAMPUS INS SPECIALIST | GOLIAD | 7/31/2025 |
| DOLORES BICKLE | COUNSELOR | GONZALES | 7/21/2025 |
| YANCEY SOUTHARD | CAMPUS INS SPECIALIST | GONZALES | 7/21/2025 |
| KRISTEN BRAME | NURSE | ZAVALA | 7/30/2025 |
| MARANDA FOSTER | GUIDANCE APPRENTICE | BLANTON | 7/30/2025 |
| MARIBEL HERNANDEZ | ASST PRINCIPAL | CAVAZOS | 7/14/2025 |
| VERONICA MUNOZ | NURSE | DOWNING | 7/30/2025 |

| | | | |
|---|---|---|---|
| BRENDA CHAVEZ | GUIDANCE APPRENTICE | BURLESON | 7/30/2025 |
| LINDSAY JONAS | COORDINATOR, ELAR | C&I | 7/22/2025 |
| MAGALIY NAVARETTE-TERCERO | COUNSELOR | GUIDANCE & COUNSELING | 7/31/2025 |
| ARLINE OLAZABA | SOCIAL WORKER | SAS | 7/30/2025 |
| MARGARET EDWARDS | DIGITAL LEARNING SPECIALIST | INFORMATION TECHNOLOGY | 7/8/2025 |
| JESSIE GARCIA | VIRTUAL DIAGNOSTICIAN | SPED | 7/21/2025 |
| MELIDA MORIN | VIRTUAL DIAGNOSTICIAN | SPED | 7/30/2025 |
| SONNY NARVAIZ | MTSS BEHAVIOR SPECIALIST | SPED | 7/8/2025 |
| MOLLY OLSSON | VIRTUAL DIAGNOSTICIAN | SPED | 7/21/2025 |
| LINDSAY FREEMAN | SCHOOL PSYCHOLOGIST | SPED | 7/21/2025 |
| CRYSTAL KIDD | ADVANCED ACADEMICS SPECIALIST | ADVANCED ACADEMICS | 7/30/2025 |
| IAN KAPETS | POLICE OFFICER | DISTRICT POLICE | 7/1/2025 |

**Elementary Level Recommendations**

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |

**Secondary Level Recommendations**

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |

**Administrative Level Resignations**

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| NONE | | | |